



CONSTRUCTION CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
SKYWARD CONSTRUCTION, INC.

Contract No. C 69783

**THIS CONTRACT SHALL BE BINDING ON DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Construction Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **Skyward Construction, Inc.** ("Contractor") to provide construction services on the following Harrison Park - Partial Re-Roof-Bond - 5321 - FY20 ("Project").

The parties agree as follows:

CONTRACTOR DATA

Contractor Name: Skyward Construction, Inc.
Contact Name: ~~Chad Walker~~ John Hergenhan
Address: 15908 NE 10th Ave.
City, State, ZIP: Ridgefield, WA 98642
Telephone: 360-546-1625
Email: ~~chad@skywardconstruction.com~~ john@skywardconstruction.com
Oregon CCB License Number: 158289

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 Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor ☒ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Other [describe: _____]

District Point of Contact: Robert Jole (rjole@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.**

TERMS AND CONDITIONS

1. **Work.** Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and related services required by the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.
2. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution.

Unless earlier terminated as provided below, this Contract shall continue through the Contract End Date.

Offer and Contract Dates

- | | |
|---|------------|
| a. Contract Start Date | 07/13/2020 |
| "Work" Time Dates | |
| b. Anticipated Notice to Proceed Date | 07/13/2021 |
| c. Anticipated Substantial Completion Dates | |
| Phase 1 | 09/30/2020 |
| Phase 2 | 12/31/2020 |
| d. Anticipated Final Completion Date | 12/31/2020 |
| e. Contract End Date | 01/31/2021 |

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

3. Enumeration of Contract Documents. The "Contract Documents" include the following:

This Contract with these Terms and Conditions.

Exhibit A (District's Construction Contract General Conditions Dated May 2020)

Exhibit B (Insurance Requirements)

Exhibit C (Career Learning)

Exhibit D (Workforce Training and Hiring Program)

Exhibit E (Contractor Certification Statement)

Exhibit F (OCIP Manual)

Exhibit G (OCIP Enrollment Forms)

Exhibit H (BOLI Prevailing Wage Rates effective January 1, 2020 including February 1, 2020 Amendment)

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

Exhibit I (PPS ITB No. 2020-2811 Harrison Park Roof Replacement and Fall Protection)

Exhibit J (PPS ITB No. 2020-2811 Addendum No. 1 dated April 3, 2020)

Exhibit K (PPS ITB No. 2020-2811 Addendum No. 2 dated April 13, 2020)

Exhibit L (PPS ITB No. 2020-2811 Addendum No. 3 dated April 16, 2020)

Exhibit M (PPS ITB No. 2020-2811 Addendum No. 4 dated April 20, 2020)

Exhibit N (PPS Health & Safety Group 2 Permit & Bid Documents Specifications dated March 24, 2020)

Incorporated by Reference

Exhibit O (Pre-Renovation Asbestos Survey Report for Harrison Park School dated January 2020)

Exhibit P (Skyward Construction, Inc. bid response to PPS ITB No. 2020-2811)

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. This Contract and the other Contract Documents forms the entire and integrated agreement between the parties.

Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

4. Contract; Contract Documents; Entire Agreement. This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. Determination of Contract Amount.

- a. The Contract Amount for Lump Sum Contracts is the amount bid by the Contractor for performing the Work, as changed by any authorized Change Orders.
- b. The Contract Amount for Unit Price Contracts is determined by multiplying the final bid item quantities by the Unit Prices bid by the Contractor, as changed by any authorized Change Orders.

- c. The Contract Amount for Contracts using a combination of Unit Prices and Lump Sum prices is determined by adding together the amount bid by the Contractor for the Lump Sum items with the amount determined for the Unit Price items, as noted above, as changed by any authorized Change Order.
- d. The Contract Amount is full compensation for furnishing all materials, incidental work, equipment, tools, labor, and incidentals necessary to perform the Work in a complete manner in compliance with the Contract Documents, and for risk, loss, damage, or expense arising from the nature or prosecution of the Work or from the action of the elements. In addition, the cost of bonds, insurance, and compliance with all legal requirements for the Project are included within the Contract Amount.

6. The Contract Sum.

- a. The Contract Sum is **\$2,566,298.00**. The Contract Sum is the total amount payable by District to Contractor for performance of Work under the Contract Documents.
- b. The following alternates are included in the Contract Sum: NA
- c. Unit prices if any: NA
- d. Allowances included in the Contract Sum, if any: NA
- e. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Sum includes all construction contingencies for existing site conditions other than unforeseen conditions that could not be reasonably inferred, or pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Sum set out in this Agreement.

7. Progress Payments.

- a. The Contractor will submit an application for payment to the District Representative as provided in the General Conditions. The District Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- b. Each application for payment shall be for one calendar month ending on the last day of the month.
- c. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the District Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- d. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

8. 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 (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 Women 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://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

c. POST-AWARD GOOD FAITH EFFORT (GFE) CONTRACTOR INSTRUCTIONS

These instructions are intended for the Contractor selected as a result of this ITB. Where the term "Contractor" is used, it refers to the prime contractor selected as a result of this ITB process.

1. Addition Or Replacement Of Subcontractors After Bid Submission

If the Contractor must replace a Subcontractor after Contract execution, the Contractor shall make good faith efforts to solicit bids from Certified Business subcontractors for the work to be performed. Subcontractors may only be added or replaced in compliance with the contract.

2. Review Of Records

In the event that the District reasonably believes that a violation of the requirements of this section has occurred, the District is entitled to review the books and records of the Contractor and any Subcontractors employed on the project to which the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor 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 remedies for breach, including the withholding of all or part of any progress payment(s).

d. 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 C.

e. **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 D**. The District has contracted with the City of Portland for assistance in program administration and compliance. The Contractor Workforce Equity protocols shall apply to:
 - i. The prime contract; and
 - ii. Any subcontract greater than \$100,000.
2. Contractor Workforce Equity Protocols.
 - i. 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;
 - ii. 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; and
 - iii. Contractor will strive to achieve the District's aspirational workforce diversity goal of a minimum of 25% minority and 14% female hours (including both journey and apprentice level workers) on each eligible project.

f. **OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")**

1. Portland Public Schools has implemented an OCIP for the on-site insurance requirements for the work described in this Contract. The program includes on-site coverage for the following lines of insurance for all enrolled contractors and sub-contractors:
 - i. Commercial General Liability
 - ii. Excess Liability
 - iii. Contractors Pollution Liability
2. All contract prices shall EXCLUDE those costs relating to the insurance provided by the OCIP.
3. 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.

9. **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:

- a. ☐ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor 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.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If 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 Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor 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

- b. ☒ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will 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.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

10. Designation of Representatives.

- a. The District's Representative is: Robert Jole
- b. The Contractor's Representative is: ~~Chad Walker~~ John Hergenhan
- c. A party may change its designated representative upon 30 days written notice to the other party.

11. Notice and Communications.

- a. Notices and communications between the parties to this Contract may be sent to the following addresses:

District:

Robert Jole
Portland Public Schools
P.O. Box 3107
Portland, Ore. 97208-3107

Contractor:

~~Chad Walker~~ John Hergenhan
Skyward Construction, Inc.
15908 NE 10th Ave.
Ridgefield, WA 98642

- b. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
- c. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
- d. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.
- e. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three days after date deposited, as indicated by the postmarked date.
- f. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

- 12. Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 13. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:
- a. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient payment bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
 - c. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
 - d. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - e. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
 - f. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor 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 hours a day or 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 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - 3. For 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. Contractor 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.
- g. ORS 279C.520(1)(b) and (c) (Pay Equity):
1. Contractor 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. Contractor may not prohibit any of the Contractor'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.
- h. ORS 279C.525 (Notice of Environmental Regulations): 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:
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, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
 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, and Department of Water Resources.
 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.
 4. Tribal Governments.
- i. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

- j. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor 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.
- k. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- l. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- m. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
1. The hourly rate of wage to be paid by Contractor 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 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.
 2. If the project price exceeds \$50,000, the Contractor and any subcontractors shall pay not less than prevailing wages to its workers as required by ORS 279C.840. The applicable prevailing wage rates are those in effect at the time this specification was first advertised for bid and are hereby incorporated as part of the Contract Documents. (Prevailing Wage Rates for this project are January 1, 2020 including the February 1, 2020 Amendment which can be found at www.oregon.gov/BOLI.) Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the project. Pursuant to ORS 279C.825(1), a fee is required to be paid to the Commissioner of the State of Oregon Bureau of Labor and Industries ("BOLI"). The fee shall be paid pursuant to the administrative rule of the Commissioner.
 3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 4. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 5. If Contractor 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 shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- n. ORS 279C.836 (Public Works Bond Required): Contractor shall:
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); and
 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).

o. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):


1. Contractor and every Subcontractor shall file certified statements with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. 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.
2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the District shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the District. The District and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

- p. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Owner immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

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.

CONTRACTOR

Skyward Construction, Inc.



Signature

JOHN HERBERICH, VP

Printed Name and Title

7/9/2020

Date

DISTRICT

School District No. 1J,
Multnomah County, Oregon



Emily Courtnage
Director, Purchasing & Contracting

July 15, 2020

Date



EXHIBIT A
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
CONSTRUCTION CONTRACT
GENERAL CONDITIONS
May 2020

1. General Provisions.

- a. Business Days. Business days shall mean every day except Saturday, Sunday, and the eleven legal holidays recognized for employees of Portland Public Schools.
- b. Contract Documents. The "Contract Documents" are enumerated in the Construction Contract between District and Contractor ("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 Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor 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.
- c. 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.
- d. Days. Days are calendar days, including weekdays, weekends and holidays, unless otherwise specified.
- e. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- f. Three Week Look Ahead Schedule
 1. Each week the Contractor shall prepare and present an updated schedule showing the planned activities for the next three weeks and one week prior. The schedule shall be coordinated with the master schedule and accurately portray activities completed and activities planned for the upcoming weeks. Unless otherwise directed by the Owner, the Contractor shall present this schedule at a weekly meeting.
 2. Provide copies to the participants at the time of the weekly Progress Meeting. Format shall be 11" by 17" or as necessary to be easily legible.
- g. Modification. A "Modification" is
 1. a written amendment to this Contract signed by both parties;
 2. a Change Order;
 3. a Construction Change Directive; or
- h. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- i. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by District and by separate Contractors.
- j. Project Site. The "Project Site" is the property upon which the Project lies and District's property that surrounds the Project, extending to the District's property boundary.
- k. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. District's Responsibilities.

- a. Authorized Representative. District shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of District with respect to all matters requiring District's approval or authorization ("District Representative"). The terms "District" and "Owner" include the District Representative.
- b. Contract Administration. District shall provide contract administrative services for the Project through District's authorized representative. The District Representative may engage and delegate authority to such additional staff and professional and technical consultants as District deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to District and in accordance with the Contract Documents, or as District directs in writing.
 - 1. District may engage professional architects or engineers to assist District during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of District only to the extent expressly provided in the Contract Documents or as District otherwise directs in writing.
 - 2. District may engage a consulting construction manager to provide Project administrative services on District's behalf. Such construction manager will be authorized to act on behalf of District to the extent expressly provided in the Contract Documents or as District otherwise directs in writing.
 - 3. District may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of District to the extent expressly provided in the Contract Documents or as District otherwise directs.
- c. Access to the Work. District and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of District and its designated representatives. District may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- d. Right to Stop or Reject Work. District may reject Work that fails to conform to the Contract Documents, as determined by District. If Contractor fails to promptly correct such defective Work, District may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of District to stop the Work shall not give rise to a duty on the part of District, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- e. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.
- f. Subsurface Surveys. District shall make available to Contractor, and Contractor shall study, the results of such test borings and information that District has concerning subsurface conditions and site geology. Contractor shall inform District of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to District upon District's request.

3. Contractor's Responsibilities.

- a. General Responsibilities.
 - 1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.
 - 2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.
 - 3. Supervision and Coordination. Unless otherwise provided in the Contract Documents, the Contractor will be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.

4. Project Correspondence. Contractor shall provide District with a copy of all written communications between Contractor 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. Contractor shall confirm oral communications in writing.
 5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
 6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.
 7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to District before demand is made for final payment.
- b. Worksite Conditions.
1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without District's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.
 2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with 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. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of 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.
 3. Utility Locates. Contractor 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 proximity to the Work. Contractor 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 Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so.
- c. Responsibility for Performance.
1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by District that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.
 2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to District. Contractor will be liable to District for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as District or Architect may require. Contractor will not be entitled to any modification in Contract Sum or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to District any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover.
 3. Unnecessary Inquiries. Contractor 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.

d. Construction Materials and Supplies.

1. Quantities of Materials. Contractor 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.
2. Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor 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, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.
3. Timely Ordering of Materials. Contractor 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. Contractor shall show order dates and delivery dates on Three Week Look Ahead Schedule and master schedule. Contractor shall, upon District's reasonable request, provide documentary evidence that orders have been placed.
4. No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.
5. Storage. Contractor and its subcontractors shall obtain District approval before delivering or storing materials or tools on District's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.

e. Construction Personnel and Supervision.

1. Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager and/or construction superintendent who are employees of Contractor, to whom District does not object and who are fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice and provide resumes to District of its project manager and/or construction superintendent. The District shall notify the Contractor acknowledging receipt of resumes and acceptance of proposed project manager and/or construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.
2. Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations (over 3 consecutive days), without submitting thirty (30) days' written notice to District. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide District with notice of the termination of the employment relationship and shall consult with District with respect to replacement personnel.
3. Discipline and Removal. Contractor 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 Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom District may deem incompetent or unfit on the Project except with the prior written consent of District. District may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
4. Acts or Omissions. Contractor is responsible to District for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.
5. Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them 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.

f. Contractor's Construction Master Schedule.

1. Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to District a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. District shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to District comments within three (3) days.
2. Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and Owner.
3. Schedule shall include date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.
 1. Critical path shall be clearly indicated on Schedule.
 2. Not more than twenty (20) percent of the progress activities shall be on the critical path at any one time.
 3. Not more than five (5) percent of the total individual activities may exceed \$25,000 or 14 calendar days (per activity) without prior approval of Architect and Owner.
4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule monthly and submit with application for payment, or as required by District or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current construction progress schedule, the Contractor shall notify the District, and if requested, at its own expense, submit within three (3) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the Owner that the Work will not be Substantially Completed within the Contract Time, the Architect and Owner may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the Owner nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.
5. Submittal Schedule. Contractor shall prepare and keep current, for District's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows District and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. District may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.
6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by District. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

g. Documents and Records.

1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as District may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by District. Contractor shall keep these documents in good order and available to District's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with District's representatives and consultants and shall submit any its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to District in accordance with the contract documents prior to Final Acceptance.

2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor'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; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to District upon request.
3. Maintenance of Records; Access to Records. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to District. These documents may be duplicative and/or be in addition to any bid documents held in escrow by District. District may, at its discretion, perform periodic audits of the aforementioned records.
4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by District.
5. Professional Design Services. District will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. District shall specify performance and design criteria that such professional services must satisfy.
6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District or generated by Contractor, including those in electronic form, are the property of District.
7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the District's consultants. District hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.
8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold District, District's consultants, and District's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.
9. Intellectual Property. 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 Contractor in violation of any patent or other rights of any person or entity.
- h. Tests and Inspections.
 1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
 2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify District of scheduled tests and/or inspections and approvals, so that District or its designated representative may be present for such procedures, which presence shall be at District's expense.

3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to District, unless otherwise provided by the Contract Documents.
5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by District, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of District's costs, shall be at Contractor's expense.

i. Work Under the Contract.

1. Defective Work. At District's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to District. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that District may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon District's demand, and shall be an obligation secured by Contractor's performance bond.
2. Correction of Work. If, in the opinion of District, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of District operations, District may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon District's demand.
3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District. Contractor shall obtain and preserve for the benefit of District, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish District with all guarantee or warranty certificates as indicated in the Specifications or upon District's request.
4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District may direct.
5. Alteration of Work by Contractor or Others. Contractor 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.
6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
7. Access to Work. Contractor shall provide District and its representatives access to the Work in preparation and progress wherever located.

j. Allowances.

1. Contractor shall include all allowances stated in the Contract Documents in the Contract Sum. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Sum, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. District shall adjust the Contract Sum through a Change Order whenever costs are more than allowances. District shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.

k. Warranty.

1. Contractor warrants to District and Architect 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 not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.
3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District. Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the District.

4. **Subcontractors.**

- a. Subcontractor Disclosure. Contractor shall provide District a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If District objects, District shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which District reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to District. District shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Sum and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.
- b. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon District's request.
- c. No Waiver. District's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract.
- d. Substitution and Assignment. Contractor shall not, without District's written consent:
 1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
 2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
 3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.
- e. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- f. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.

- g. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
 - 1. Contingent Assignment of Subcontractors. Contractor 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 Contractor in writing; and
 - ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
 - 2. 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.
- h. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

5. Construction by District.

- a. Other Contractors. District may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by District, Contractor shall make such claim in the manner provided in the Contract Documents.
 - 1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
 - 2. If any part of Contractor's Work depends upon completion of the work of District or others for proper execution, Contractor shall inspect and promptly report to District any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in District's or any other contractor's work after execution of Contractor's Work.
- b. Mutual Responsibility. Contractor shall reimburse District for costs incurred by District which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. District shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.
- c. District's Right to Clean Up. If a dispute arises among Contractor, separate contractors and District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, District may clean up and the District shall allocate the cost among those responsible.

6. Changes in the Work.

- a. Change Orders.
 - 1. Change Order. A document prepared by the District representative and signed by the District, the District's Representative, the Architect, and the Contractor, and approved by the District's Board of Education or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Agreement.
 - 2. Change Request (CR). A document prepared by the Contractor to seek additional compensation and/or time from the District. The Contractor shall provide a written CR narrative explaining its reasons for requesting additional compensation or time. The written CR narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the CR, include all costs, overhead and profit.
 - 3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:
 - i. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.
 - ii. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

- iii. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.
 - iv. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.
 - v. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the District a requirement to increase bonding.
 - vi. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.
4. Equipment Costs:
- i. The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.
 - ii. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.
5. Small Tools. Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and managing foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the District within thirty (30) calendar days of the Contract Notice to Proceed.
7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. District will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.
8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation, taxes, and verifiable consumables (e.g., saw blades, drill bits, etc.). If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the District. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.
9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to District
11. Cost Accounting Records. Contractor shall provide all cost accounting records to District upon District's request.

- b. Construction Change Directives. A Construction Change Directive is a written order signed by District, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. District may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Sum and Contract Time being adjusted accordingly. District and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise District of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Sum or Contract Time.
1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, District may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by District. Contractor shall not exceed the budget unless District specifically authorizes the overrun in writing. District shall pay only for actual costs verified in the field by District on a daily basis. When District and Contractor reach agreement upon the adjustment for price and time, Contractor and District shall prepare and execute an appropriate Change Order.
 2. Negotiating Changes. If District and Contractor are unable to agree upon change order terms, or if in the opinion of District the Work must proceed before an agreement can be negotiated, District may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the District. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. District and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to District all evidence in support of Contractor's proposals.
 3. Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.
 4. Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from District to so proceed. District will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by District.
 5. Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of District's representative, through the authority granted to it by District, not involving adjustment in the Contract Sum or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. Time.

- a. Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- b. No Work Without Insurance. Contractor shall not, except by written direction by District, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by District and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.
- c. Notice to Proceed. District shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. Contractor is not entitled to any claim of additional compensation as a result of postponement of the issuance of Notice to Proceed, but if postponement will cause a hardship to Contractor, Contractor may terminate this Contract by written notice. District may then award this Contract to the next lowest responsive and responsible bidder.
- d. Working Hours. Contractor shall perform Work during regular working hours as permitted by District. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to District. Contractor shall perform all evening and/or weekend work only upon District's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

e. Delays and Extensions of Time.

1. Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
2. Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor is allowed a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Sum for the delay. Contractor shall work additional days if necessary at no cost to District, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
3. Extensions of Time. District shall grant Contractor an extension of Contract Time upon Contractor's written request demonstrating that circumstances beyond the control and without the fault or negligence of Contractor or its subcontractors justify delay. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that District determines may justify delay. District shall grant the extension net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Sum for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.
4. Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

8. Protection of Persons, Property, and the Environment

- a. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor acknowledges the unique safety risks associated with construction of school facilities in the presence of faculty, students, staff, and visitors. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and is not limited to normal working hours.
- b. District's Policies. 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 Contractor. Contractor shall schedule and attend a preconstruction meeting with District to review compliance with District's Contractor Safety and Hazard Notification Policy and District's Risk Management and Environmental Safety and Pollution Policy. Contractor, as a condition to commencement of the Work, shall instruct all personnel of Contractor 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.
- c. Subcontractor Safety. In addition to the policies identified above, Contractor 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 Contractor 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. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to District before commencing Work.
- d. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to District for all chemicals used on the Project Site as required by law.

- e. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to District.
- f. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- g. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- h. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- i. Temporary Structures. Contractor shall be required, at the Contractor's expense, to create plan submittals for temporary structures including but not limited to: scaffolding, work platforms, structurally supporting temporary walls, etc. Plans shall be prepared by a professional engineer and installed by a qualified firm. In addition to the above, structures shall conform with current OSHA-OR requirements. When the work includes scaffolding or supporting temporary structures/shoring, the Contractor shall obtain approval from the District, Authorities Having Jurisdiction (as necessary), and Architect/Engineer. Weather protection of work in progress adjacent to temporary structures and wind load requirements will meet minimum requirements based on project location.
- j. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all school occupants. Contractor shall not display any signs not required by law or the Contract Documents without District's prior written approval.
- k. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.
- l. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of District regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- m. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by District, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- n. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- o. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to District. Contractor shall indemnify and hold district harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- p. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- q. Housekeeping. Contractor 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.

- r. Appropriate Behavior. Contractor's conduct will be appropriate for a school site and in accordance with District policies. Contractor shall not engage in profanity or verbal or physical contact with neighbors, students, or faculty.
- s. Security and Site Access. Contractor 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, Contractor shall notify District before Contractor leaves the Project Site that day.

9. Hazardous Materials.

- a. With respect to Hazardous Materials to be used during the course of the Work, the Contractor 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 Contractor's safety training program. The Contractor shall submit to the District a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the District's property, including the purpose for their use on the Project.
- b. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the District orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- c. With respect to any Hazardous Materials or other material or substance reported to the District under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the District shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the District shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the District in writing stating whether or not either has reasonable objection to the persons or entities proposed by the District. If either the Contractor or Architect has an objection to a person or entity proposed by the District, the District shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the District and Contractor. By Change Order, the Contract Time may, subject to agreement by the District and the Contractor, be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.
- d. With respect to any Hazardous Materials or other material or substance reported to the District under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the District and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Sum as stated in the last sentence of if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the District. Generally, the District may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- e. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the District under this Section will be required to indemnify the Contractor, Subcontractors, 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 the Contractor's own negligence, but will require indemnity to the extent of the fault of the District or its agents or representatives.

- f. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, the District's Representatives, and employees of any of them from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the District or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the District's own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents or representatives.
- g. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. Insurance and Bonds.

- a. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.
- b. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.
- c. Form of Retainage. In accordance with the provisions of PPS-49-0140(3) (reference ORS 279C.560) and any applicable administrative rules, Contractor may request in writing:
 - 1. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with 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;
 - 2. 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 Contractor; or
 - 3. that the District allow Contractor 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 in the manner and priority as set forth for retainage under PPS-49-0140(3) (reference ORS 279C.550 to ORS 279C.625).
 - 4. Where the District has accepted the Contractor's election of option 1. or 2., District may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the District has agreed to Contractor's request for option 3., Contractor shall accept like bonds from subcontractors and suppliers on the project from which Contractor has required retainages.

11. Uncovering and Correction of Work.

- a. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by District, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Sum or Contract Time.
- b. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by District, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including District and Architect's additional services required for the correction of Work.

- c. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, District shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. Rights and Remedies.

- a. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.
- b. Independent Contractor.
 - 1. Contractor is engaged as an independent Contractor. Although District reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.
 - 2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. District may monitor Contractor's activities to determine compliance with the terms of this Contract.
 - 3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.
 - 4. Contractor is not an employee of the federal government or the State of Oregon.
 - 5. Contractor is not a contributing member of the Public Employees Retirement System.
 - 6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees its "officers," "employees," or "agents" of District or any of District's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of District employees.

13. Compliance With Laws.

- a. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.
- b. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.
- c. Work Performed Illegally. Contractor 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.
- d. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. Claims and Disputes.

- a. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between District and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- b. Time to Initiate Claim. The party making a Claim shall initiate the Claim within seven (7) days after the occurrence of the event giving rise to such Claim or within seven (7) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.

- c. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies District in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against District must be served in writing upon District within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- d. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and District shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- e. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, District will propose an equitable adjustment in the Contract Sum, Contract Time, or both. If District does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, District will notify Contractor in writing. If Contractor disputes District's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.
- f. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) District's written interpretation of the Contract Documents; (b) District's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by District's consultant or representative; (d) failure of payment by District; (e) termination of Contract by District; (f) District's suspension; or (g) other reasonable grounds.
- g. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within seven (7) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- h. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond District's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides District with written notice of the delay in accordance with the notice requirements of this Contract.
- i. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately (within 24 hrs) give notice of such injury or damage, whether or not insured, to District and Contractor with sufficient detail to enable District and any other party affected to investigate the matter.
- j. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, District shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should District reject the Claim in whole or in part, District shall generally explain the reasons for such rejection.
- k. Mediation. Contractor and District agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. Termination or Suspension by Contractor.

- a. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because District has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) District failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill District's obligations under this Contract.
- b. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by District constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- c. Compensation. Contractor may recover from District payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and District prior to termination for the reasons set forth above.

16. Termination or Suspension by District.

- a. Termination by District for Cause. District may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
 - 1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
 - 2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 3. fails to make payment to subcontractors in accordance with respective agreements;
 - 4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
 - 6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
 - 7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including District's policies and Contractor's own safety policies for the Project.
- b. District's Right to Take Possession. Upon termination for cause, District may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method District may deem expedient. Upon request, District shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.
- c. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds District's costs to finishing the Work, including compensation for District's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by District which have not been expressly waived, District shall pay the excess to Contractor. If District's costs and damages exceed the unpaid balance, Contractor shall pay the difference to District.

- d. Suspension for Convenience. District may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as District may determine. District shall adjust Contract Sum and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.c, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and District has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- e. Termination for Convenience. District may terminate all or part of this Contract for District's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by District, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. District shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. District will not pay profit or overhead allocable to Work which is not performed at the time of termination.

17. Force Majeure; Suspension of Work; Compensation

- a. 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. In the event of a Force Majeure act, event, or occurrence:
 - 1. 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; or
 - 2. District may suspend portions of or all of the Work.
- b. If District suspends a portion or all of the Work by reason of Force Majeure, District shall notify Contractor and the Contractor's surety in writing of the effective date and time of the suspension and shall notify Contractor and its surety in writing to resume Work.
- c. During the period of the suspension, District and Contractor will sign a Letter Agreement that (a) identifies those portions of the Work that may proceed during the suspension; (b) specifies how such Work will be documented, invoiced, and paid; and (c) provides additional operational details during the suspension, including but not limited to site security and materials acquisition and storage. Such Letter Agreement is intended to be a binding statement of the parties' intentions and agreements during the suspension and is incorporated by reference in this Contract.
- d. During the period of the suspension, Contractor is responsible to continue maintenance at the project site just as if the Work were in progress. This maintenance includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- e. When the Work is recommenced after the suspension, Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.
- f. When a suspension is required by reason of Force Majeure, through no fault of Contractor or the District, neither party owes the other for the impact of the suspension.

18. Payments and Completion

- a. Contract Sum. The Contract Sum is stated in the Contract, and including authorized adjustments, is the total amount payable by District to Contractor for performance of Work under the Contract Documents.
- b. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Sum and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values"); or, at the District's discretion, Contractor shall follow requirements of schedule of values as described in Division 01. The schedule of values will also be separated by phase for each major component of work and shall follow the table of contents of the specifications.

- c. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the District. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information, and MWESB utilization data. Contractor shall provide:
1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;
 2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;
 3. The balance that is due to each of such entities after payment is made;
 4. Certification that the Record Documents are current;
 5. Itemized breakdown of Work done for the purpose of requesting partial payment;
 6. Updated construction schedule;
 7. Additions and subtractions from the Contract Sum and Contract Time;
 8. Total of retainage held;
 9. Material invoices, evidence of equipment purchases, rentals, and other support District may request;
 10. Percentage complete of Contractor's Work by line item;
 11. A Schedule of Values updated from the preceding Application for Payment; and
 12. Contractors' Certified Payroll.
- d. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which District has been informed."
- e. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- f. Certificates for Payment.
1. District shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. District shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
 2. District's issuance of a Certificate for Payment is a representation by District, based upon District's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. District's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- g. Decisions to Withhold Certification.
1. District shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and District cannot agree on a revised amount, District shall promptly issue a Certificate for Payment for the amount for which District determines that Contractor is entitled to payment. District may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect District from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to District is provided by Contractor, failure of Contractor to make payments

properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, damage to District or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.

2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.
3. District may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by District, that amount is deemed a payment made under this Contract by District to Contractor.
4. District shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.

h. Progress Payments.

1. District shall make payment in the manner and within the time provided in the Contract Documents. District may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.
2. Contractor shall promptly pay each subcontractor, upon receipt of payment from District, out of the amount District paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.
3. District may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between District and any subcontractor or material or equipment supplier.
4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

i. Substantial Completion.

1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that District can occupy or utilize the Work for its intended purpose.
2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to District a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.
3. Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, District shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If District determines that the Work is not substantially complete, District shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, District and Contractor shall execute a Certificate of Substantial Completion.
4. Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed substantially complete per paragraph 3.k.2.
5. Close-Out Documentation. Contractor shall assemble for District's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.

j. Final Completion.

1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and District accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 30 days of Substantial Completion.
2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify District which shall inspect such Work.
3. Final Application for Payment. If District finds the Punch List Work complete and acceptable under the Contract Documents, District shall notify Contractor, who shall then submit its Final Application for Payment.
4. Partial Payment of Retainage. District may reduce or eliminate the amount of the retainage on any remaining monthly contract payments after 50 percent of the work under the Contract is completed if, in District's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, and the application shall include written approval of the Contractor's surety. However, when the contract work is 97.5 percent completed District may, at District's discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. Upon receipt of a written application by the Contractor, District shall respond in writing within a reasonable time.
5. Payment of Retainage. District shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which District's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to District and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all bond claims and other claims by Contractor and each subcontractor in a form acceptable to District.
6. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by District, Contractor may furnish a bond satisfactory to District to indemnify District against such claim. If such claim remains unsatisfied after payments are made, Contractor shall refund to District all money that District may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.
7. 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 thirty (30) days after the date of Substantial Completion due to any fault of Contractor, District may 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 forty five (45) days from Substantial Completion, District may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
8. District's Waiver of Claims. District's issuance of Final Payment constitutes a waiver of Claims by District except those from claims, security interests or encumbrances arising out of this Contract and unsettled, failure of the Work to comply with the requirements of the Contract Documents, terms of warranties required by or included in the Contract Documents, or corrective Work.
9. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

19. Indemnity and Liability.

- a. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to District, and hold harmless District and its consultants and separate contractors, and their respective board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- b. Contractor shall fully indemnify, defend, and hold harmless District, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain District's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.
- c. Severability of Indemnity Provisions. Contractor shall give prompt notice to District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- d. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.
- e. Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.
- f. Nothing in Article 18 above requires Contractor or Contractor's surety or insurers to indemnify District, its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of District, its officers, agents, and employees. Nothing in the foregoing sentence limits or otherwise affects any requirement in Article 18 above that requires Contractor to indemnify District, its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of Contractor or Contractor's agents, representatives, employees, or subcontractors.

20. Special Provisions Relating to Construction on School District Property.

- a. Work Performed on District Property. Contractor performing Work on District property or for District shall comply with District policies at all times. In all cases personnel on school property shall carry photo identification, acceptable to District, and shall present such identification to anyone on request. Contractor shall ensure that all Project personnel are in compliance with applicable identification, uniform, and badge requirements for all Project personnel at no cost to District.
 1. As required by schools and other District locations, District may require personnel to sign in before entering District properties.

2. No Smoking. Smoking or other use of tobacco is prohibited on all District property.
 3. No Drugs. District's property sites are all designated drug-free zones, which designation is enforced by the Portland Police Bureau.
 4. No Weapons or Firearms. Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District's property.
- b. **Confidentiality. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
 - c. **Security.** Contractor 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. Contractor 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. Contractor 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 Contractor'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.
 - d. **Child Abuse Reporting Act.** Contractor shall comply with the child abuse reporting law (ORS 419B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
 - e. **Employee Removal.** At District's request, Contractor shall immediately remove any employee from all District properties in cases where District determines in its sole discretion that removal of that employee is in District's best interests.

21. Miscellaneous Provisions.

- a. **Non-Appropriation; Adequate Funding.** District shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill District's obligations under the Contract. If payment for Work under this Contract extends into District's next fiscal year, District's obligation to pay for such Work is subject to approval of future School Board appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under District's budget adopted in June of each year. District may adjust the Work provided for in this Contract in accordance with funding levels adopted by the School Board.
- b. **Law and Venue.** Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting District, or the property, funds, operations, or powers of District, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in courts located in Multnomah County, Oregon.
- c. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

- d. No Waiver. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by District, Architect, or Construction Manager waives any right or duty afforded District under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.
- e. Non-discrimination. 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.
- f. No Third Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and District's representatives or consultants, (b) between District and a subcontractor or a sub-subcontractor, (c) between District and a supplier; or (d) between any persons or entities other than District and Contractor.
- g. Media Contacts. Contractor 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. Contractor shall not post or publish any textual or visual representations of the Project without approval of District.
- h. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
 - 1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of District. Assignment without District's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior claim for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against District.
 - 2. Contractor shall first notify District prior to any change in the name or legal nature of Contractor's entity. District shall determine if Contractor's intended change is permissible while performing this Contract.



EXHIBIT B
PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO 1J
MULTNOMAH COUNTY, OREGON
INSURANCE REQUIREMENTS

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 **First Mercury 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 4/22/2019 and expires 4/22/2024 or as otherwise extended. The coverage also provides an extended reporting period equal to 10 years from completion of the work.

Commercial General Liability (CGL)– First Mercury Insurance Company

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operation Aggregate Limit	\$2,000,000
Personal & Advertising Injury	\$2,000,000

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;

- First Mercury
- Axis Surplus Lines
- Berkley
- Endurance American Specialty
- Star Insurance

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) 1000 foot expanded radius of the definition of the jobsite; (3) per-project aggregates equal to 5 times the General Aggregate and 5 times the Products and Completed Operations Aggregate; (4) amendments to exclusion j., k., l.; (5) Primary and Noncontributory; (6) Coverage for call back and warranty work.

Contractors Pollution Liability (CPL)

Per Occurrence Limit	\$50,000,000
Aggregate Limit for all Pollution Conditions	\$50,000,000

Insurer is as follows;

- Ironshore Specialty Insurance

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 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
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Employer's Liability.	
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Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000

Commercial General Liability.	
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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.	
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Combined Single Limit:	\$1,000,000
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Professional Liability/Errors & Omissions.	
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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").

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 C

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 at or exceeding \$100,000 but less than \$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 at or exceeding \$1,000,000, Contractor must:
 - Register with PPS Partner Connect and offer at least four Career Learning opportunities to PPS students. Opportunities may be in alignment with existing framework or customized in collaboration with PPS Career and Technical Education leadership. For contracts lasting longer than one year, Contractors must offer at least four opportunities every year during the active term of the contract.

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 can start the process by submitting an account request at <https://www.pps.net/partnerconnect>
- Partners receive an email from PPS CTE and guidance on creating a Partner Account.
- Once your account is created, you can login into Partner Connect and complete contact and demographic information.
- Partners have access to a Partner Connect portal dashboard where information on our schools, programs and opportunities to connect with school is organized. Future development will expand messaging and volunteering capabilities.
- Complete required Volunteer Background Check

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.

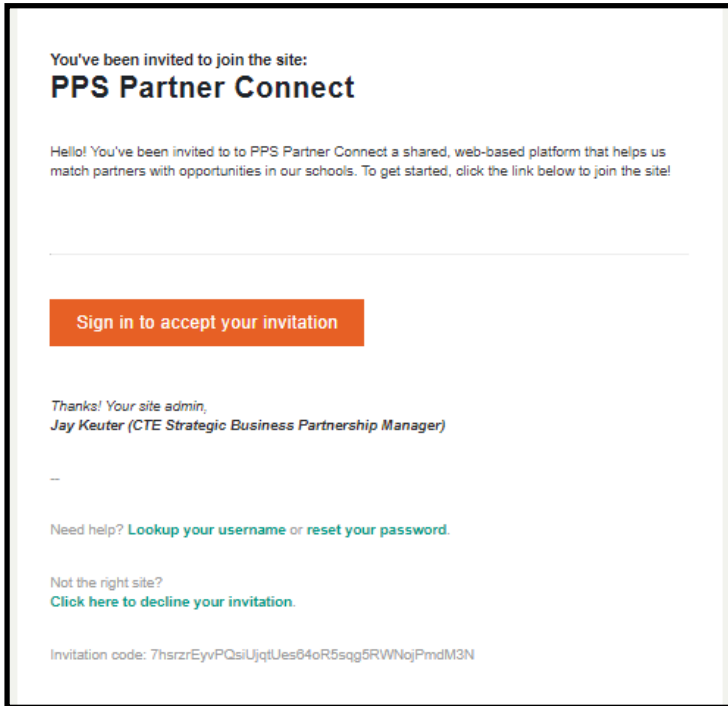


PPS Partner Connect—Getting Started Guide

If you have not received a direct email invitation you can navigate to PPS Partner Connect <https://www.pps.net/partnerconnect> and click on the **Sign Up** button to request an invitation to create an account and profile. In addition to this printed version, you can view a video version of this resource at <http://bit.ly/PPSPartnerConnectGettingStarted>

The following steps will guide you through the process to activate your account and create or update your profile.

Image 1



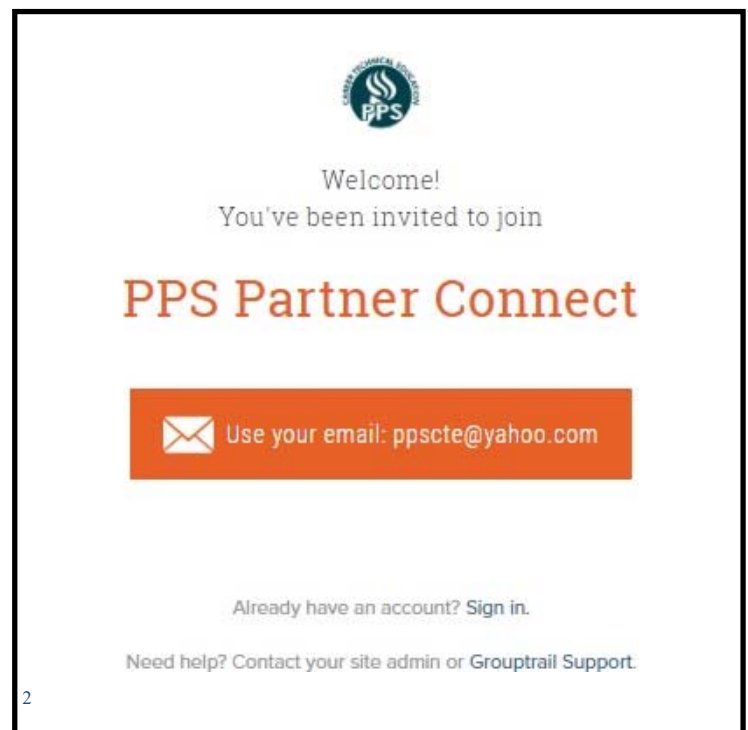
Step 1—Email Invitation

You will receive an invitation notification via email that should look very similar to image 1. You click on the orange Sign in to accept invitation to begin your account and profile creation process.

Image 2

Step 2— Email Verification

Partner Connect will by default use the email address (see Image 2) we previously had on record or utilize the one provided when you submitted via our web-form at <https://www.pps.net/partnerconnect>. Once you've activated your account and created your profile, you can always return to your profile and edit your information including your email address.





Step 3— Partner Account Information (Image 3)

Username— You will use this Username to login to the platform going forward. Our platform does not accept usernames longer than 20 characters.

Password—You will need to enter this twice in order to activate your account and it will need to comply with the minimum standards, 8 characters, contain at least one number and one letter and cannot contain the username.

Enter Full Name— We utilize both first and last name fields in our platform and request that you provide both during the account activation process.

Time Zone—Modify this pull down menu from the default Eastern Time Zone to Pacific Time Zone.

Image 3

PPS Partner Connect

Welcome!
You've been invited to join

Use your email: ppscto@yahoo.com

First, create a username--this will also be your **Sign In** name:

Username available

ppsctoportal

* Letters or numbers only, 20 char max

Next, create and confirm your password:

Strength: strong

* Minimum 8 chars, with at least one number and one letter, and cannot contain the username

Passwords match

Almost there! Enter your full name.*

Michael

Donfortio

* This is part of your site profile and will be seen by other site members. You can change this anytime.

Now, select your time zone and review the Terms of Use:

US Pacific

☒ I agree to the Terms of Use.

Create my account and sign me in!



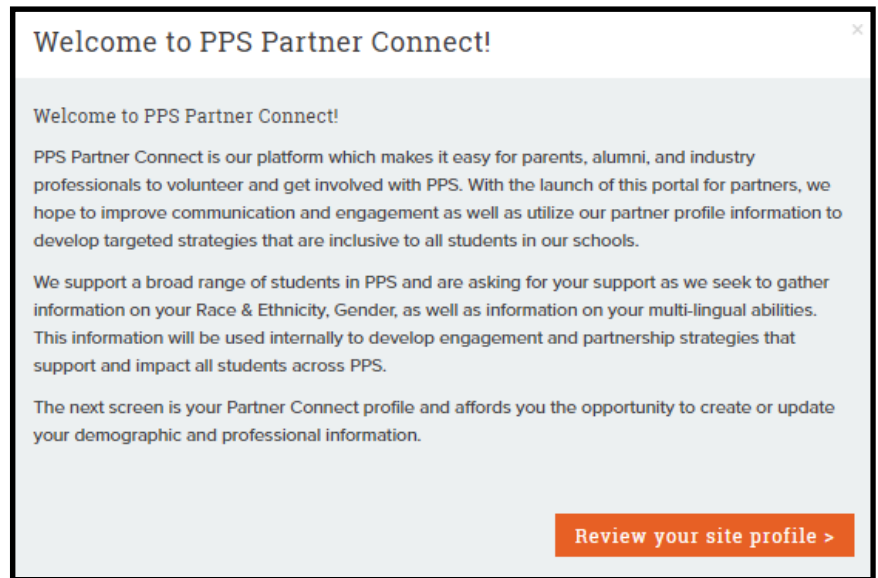
Step 4— Partner Connect Welcome Screen

Congratulations! You are now activated in the Partner Connect platform.

Image 4

Take a minute to review the introductory information on the Partner Connect Welcome Screen (Image 4), then when ready you can move forward with creating or editing your profile information.

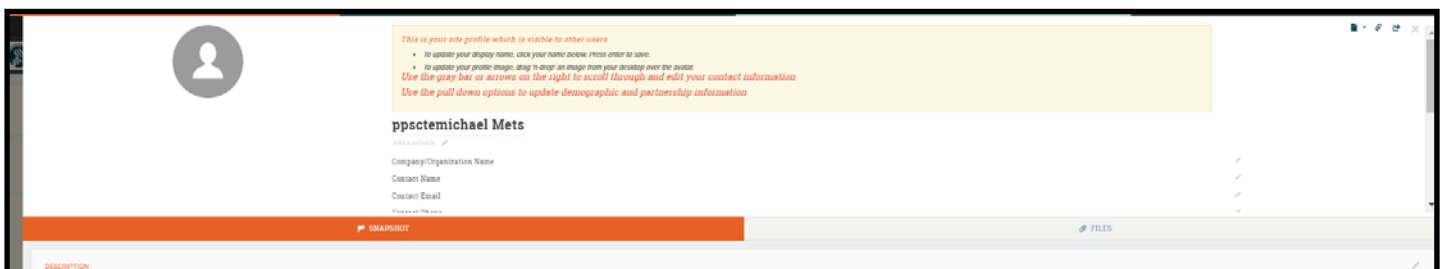
When you click on Review your site profile> button you will be directed to your profile.



Step 5— Partner Profile Welcome Screen

The first time you're directed to the your profile during the account activation process you will note that a yellow information box will be present on your profile (Image 5) Please review the contents of this as it provides a few quick tips for editing the contact information that will appear in the upper portion of your profile, use of the scroll bars/arrows on the right, and direction to edit the tags in the Snapshot tab of your profile.

Image 5





Step 6— Edit description

You have the opportunity to add additional information to your profile via the description text box (Image 6) You can click on the pencil icon to the right side of the DESCRIPTION area and proceed with adding additional relevant information. Once you've completed that additional information, check the green check box to save your edits. You can always return and edit this information in the future.

Image 6

The screenshot shows a profile editing interface. At the top, there is a circular profile picture placeholder. To its right, a list of fields for contact information (Contact Email, Contact Phone, Contact Job Title, Address, City, State) is shown, each with a pencil icon for editing. Below this is a horizontal bar with two tabs: 'SNAPSHOT' (active, orange) and 'FILES'. The 'DESCRIPTION' section is highlighted in orange. It contains a text box with the text: 'Professional Athlete looking forward to working with students and programs with a focus on the Athletic and Apparel industry or with Business and Marketing programs.' To the right of the text box is a green checkmark icon and a close 'X' icon.

Step 7A — Edit Tags

We utilize a number of pull down menus we refer to as tags. These demographic, role and partner affinity tags enable us to organize information in the platform for our PPS staff and help match partners with potential opportunities in the platform (Image 7). Please consider completing information on Ethnicity, Race, Gender and Multi-Lingual abilities.

Image 7

The screenshot shows the 'TAGS' section of the profile editing interface. It features a list of demographic and role tags on the left, each with a corresponding pull-down menu on the right. The tags and their current selections are: 'Hispanic/Latino' (Y), 'Racial/Ethnic Identity' (Two or More Races), 'Individual Gender' (Male), 'Multi-Lingual Capability' (Spanish), 'Parent/guardian of a PPS high school student at:' (Wilson HS), 'Are you an Alumni of PPS? Select the school:' (Wilson HS), and 'School(s)' (7 selected). A vertical scrollbar is visible on the right side of the tags list.



Step 7B — Edit Tags (continued)

Parent or Guardian of PPS Student— Please identify if you have students in our high schools and if so where.

Alumni of PPS— Alumni are invaluable resources as we look to expand volunteer opportunities and career learning for students. Please select the school of which you are alumni.

What Schools Would You Prefer to Work With— You have the opportunity to select from a number of our high schools and programs. You can select one or more options.

Image 8

Contact Job Title	
SNAPSHOT	
Parent/guardian of a PPS high school student at:	Any
Are you an Alumni of PPS? Select the school:	Any
What Schools Would You Prefer to Work With?	Any

Step 7C— Edit Tags (continued)

Company Organization Type— Please select the category that best reflects the type of organization you are affiliated with.

Is Your Company Certified as — 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.

Additional Organizational or Business Affiliations - PPS has a number of community organizations that we partner with and if applicable encourage you to select any affiliation you may have with the listed organizations.

Image 9

Company/Organization Type	Any
Is your company certified as a:	Any
Additional Organizational or Business Affiliations	Any



Step 7D— Edit Tags (continued)

Contributions/Opportunities of Interest— We have multiple opportunities for you or your organization to get involved. Please select those options that best align with your interests and aspirations.

CTE Career Cluster of Interest— Our PPS CTE Programs of Study are aligned to the National Career Clusters of interest (<https://careertech.org/career-clusters>), please select those that are most relevant and aligned to your profession or organization’s interest.

CRLE Type - PPS has career learning needs that span a broad range of a needs, please select those that are of interest or best align with you or your organization’s goals.

Image 10

Contributions/Opportunities of Interest	Any
CTE Career Cluster of Interest	Any
CRLE Type	Any

Step 7E— Edit Tags—Youth Transition Program Referral

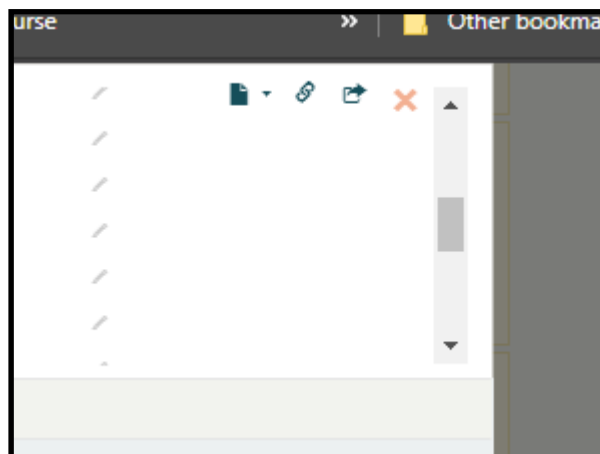
Youth Transition Program — YTP is a comprehensive transition program for youth with disabilities operated collaboratively by Vocation Rehabilitation, Department of Education, University of Oregon and Portland Public Schools. If you are interested in learning more about this program please select the Yes option associated with this item.

Image 11

Learn more about Youth Transition Program?(YTP)	Any
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Step 9— Exit Profile

You can exit your profile by selecting the X in the upper right portion of your profile page. You can return to your profile at anytime by expanding the My Partner Connect Profile filter on your dashboard.





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 District has set workforce diversity aspirational goals of 25% minority and 14% female hours (including both journey level and apprentice workers) for each project subject to 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 District.
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.

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.

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. The Prime and its subcontractors with subcontracts of \$100,000 or more, at any tier level, shall strive to achieve the workforce diversity goals of 25% minority and 14% female hours (including both journey level and apprentice workers) on the project.
2. 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.
3. 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>.

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.

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 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.

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 additional rules and procedures for implementing the provisions of the Workforce Training and Hiring Program, 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.

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.

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	

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:** _____



EXHIBIT E

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON
("PORTLAND PUBLIC SCHOOLS")

CONTRACT TRACKING NO. C 69783


CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Select and Complete *EITHER A OR B* below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

☒ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

Signature 

Vice President
Title

07.13.20
Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- ☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- ☐ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ☐ C. My business telephone listing is separate from my personal residence telephone listing.
- ☐ D. I perform labor or services only under written contracts.
- ☐ E. Each year I perform labor or services for at least two different persons or entities.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date



Portland Public Schools Phase 2 Owner Controlled Insurance Program (OCIP)

Participant Guidebook/Manual

Program Name:

**Portland Public Schools OCIP
Phase 2**

Project Locations:

Various project locations in School District #1-J
Multnomah County, OR

Guidebook Prepared By:

Builders Protection Group LLC
4860 W 147th Street
Hawthorne, CA 90250
www.buildersprotect.com



**Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual**

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4860 W 147th Street Hawthorne, CA 90250

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Hawthorne, CA 90250
310-220-2374 – fax
www.buildersprotect.com



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Builders Protection Group LLC – OCIP/Wrap Participant Guidebook/Manual

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Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Introduction

You have been awarded a contract for work on a project included in the **Portland Public Schools Phase 2 OCIP**.

The project is included within an insurance vehicle known as an OCIP (Owner Controlled Insurance Program), commonly referred to as a Wrap-Up. The OCIP provides General Liability and Contractors Pollution Liability for all enrolled and eligible construction participants. This manual is designed to help educate you on the Wrap Administration process, what to expect throughout the process, basic policy aspects, what is generally covered, what your responsibilities are as a participant, and how you can enroll in the Program.

In short, it is designed to help you understand:

- The Wrap Administration process
- The insurance policies that are providing coverage on the project
- The enrollment features and resources available from Builders Protection Group LLC to help in the process
- Your role, responsibilities, obligations as a construction participant
- Contact information to help address any questions or concerns as they relate to this Program

While this manual is designed to answer/address most questions that may arise from this Wrap Insurance Program, you may have some that are still unanswered. Insurance needs to be very clear to you; what it covers and what it doesn't and what your responsibilities are. Make sure that you consult your Broker or Attorney with any questions. Builders Protection Group LLC (BPG) has been retained to help you and the other construction participants successfully enroll in this Program to ensure the highest degree of protection for you and the project.

Should you have any questions as it relates to the contents of this manual or your responsibilities as a participant in this Wrap-Up insurance Program, please contact BPG directly. BPG's contact information can be found at the end of this manual.

Please remember that BPG is not an insurance company or a licensed insurance agent. As such, please note that neither BPG nor this manual is to be used to interpret actual coverage. Such matters should be addressed with your insurance professional or legal counsel.



An OCIP (Wrap-Up) insurance policy is an insurance policy that covers designated projects exclusively and may not apply to all other projects on which you may be working.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Overview of the OCIP/Wrap Program

First of All, What is a Wrap-Up?

A Wrap-Up, also known as an OCIP (Owner-Controlled Insurance Policy), is a commercial general liability (CGL) insurance policy or policies issued for a designated project or projects which provides coverage for the Program Sponsor, General Contractor, and eligible and enrolled Subcontractors of any tier performing work on the project(s). It will typically include third-party liability coverage for the period of time the construction project is going on, as well as extended "construction defect" coverage for the structures once they have been completed and sold, for a period of up to ten years post-construction.

Why Are There Wrap-Ups?

Construction projects involve the coordination of many participants: General Contractors, trade Subcontractors, architects, engineers, and material suppliers, among others. Historically, each of these participants would provide some level of insurance to the project. Logically, this made sense; if a loss happened as a result of one party's work, for example, that party's insurance should kick in to fix the problem. However, due to the large number of participants involved in a construction project, in conjunction with variations in how the insurance policies were written and interpreted by the courts, the concept of "divide and conquer" took center stage.

As construction defect claims began to hit the court system, insurance companies and attorneys adopted the position of "every man for himself." This originated as a major problem on residential projects where there were multiple homeowners involved, for example, condominiums, townhomes and large subdivisions. Homeowner associations sued Builders who sued Subs who then sued suppliers, etc. Insurance companies for the General Contractors and Subcontractors quickly began to exclude coverage for work done on these types of projects, and as a result Developers couldn't find General Contractors or Subcontractors who were able to provide CGL coverage for their work, especially completed operations coverage. These litigation issues have spread to non-residential projects as well, such as the ones included under this Program.



A Wrap Insurance Policy provides coverage for enrolled participants on the named project(s), but will not generally impact participants' other General Liability Policies.

**Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual****Why Should You Use a Wrap-Up?**

First, you may not have a choice. Contractors don't want to jeopardize their business by doing work on projects that aren't covered under their regular general liability policies. Also, many lenders and municipalities require wraps for certain types of projects. *With that said, there are some other advantages to using a wrap, including:*

- Unified defense to answer for construction defect-related claims throughout the statute of repose
- No "pot of gold" for the plaintiffs' attorneys - reduces the incentive to sue
- Opens the door for a larger pool of potential contractors to work on the project and to be provided coverage
- Creates an environment of cooperation instead of "divide and conquer"
- Allows newer, more effective and cost-saving strategies in risk management
- Potentially reduces cost of quality insurance for enrolled construction participants
- Generally reduces disputes between participants involved in the designated project(s)
- Mitigates risk through quick response
- Helps ensure timely response to claims to stay in compliance with "right-to-repair" laws
- Provides a unified defense towards potential litigation. Should a need arise for legal representation, all eligible and enrolled participants will be defended by a single highly-competent legal firm instead of all participants having to retain and pay for their own legal counsel at full price.
- Helps address potential claims before litigation can even start
- In conjunction with a comprehensive risk management program, helps to deter, mitigate and defend against frivolous lawsuits





Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

An OCIP/Wrap Insurance Program is designed to bring Commercial General Liability exposures under a single coverage umbrella that encompasses all enrolled participants for covered premises operations and completed operations claims that may arise on the designated project(s). The objective is to address a CGL claim in a fashion that provides a unified front, as opposed to the less effective splintered approach.

Another design objective of an OCIP is to mitigate disputes between construction participants of the project and reduce overall costs of doing business for all construction parties involved. A summary of Program benefits/intentions follows:



OCIP/Wrap Insurance Policy Specifications

Per the OCIP Insurance Binder, the Primary OCIP/Wrap Policy that is in place to cover the **Portland Public Schools Phase 2 OCIP** has the following specifications:

Carefully review all features, limits, and exclusions of the Wrap Insurance Policy with your insurance professional or legal counsel.

Carrier:	First Mercury Insurance Company
Policy Number:	WA-CGL-000082987-01
Policy Term/Effective Dates:	4/22/2019 to 4/22/2024
Named Insured(s):	Portland Public Schools
Limits: Per Occurrence:	\$2,000,000
General Aggregate:	\$2,000,000
Products/Completed Ops Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Self-Insured Retention:	\$50,000 Per Occurrence (Please refer to your contract for deductible allocation)
Lead Excess Carrier:	First Mercury Insurance Company
Lead Excess Policy Number:	CA-EX-0000082988-01
Lead Excess Limits:	\$10,000,000 Each Occurrence; \$10,000,000 Aggregate \$10,000,000 Products/Com Ops
Second Excess Carrier:	Axis Surplus Insurance
Second Excess Policy Number:	P-001-000104632-01
Second Excess Limits:	\$15,000,000 Each Occurrence; \$15,000,000 Aggregate; \$15,000,000 Products/Com Ops


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Third Excess Carrier:	Berkley
Third Excess Policy Number:	CEX09603635-00
Third Excess Limits:	\$25,000,000 Each Occurrence; \$25,000,000 Aggregate; \$25,000,000 Products/Com Ops
Joined Fourth Excess Carrier:	Endurance American Specialty
Joined Fourth Excess Policy Number:	ELD300001046800
Joined Fourth Excess Limits:	Each policy is \$25,000,000 part of \$50,000,000 Each Occurrence; Each policy is \$25,000,000 part of \$50,000,000 Aggregate; Each policy is \$25,000,000 part of \$50,000,000 Products/Comp Ops
Joined Fifth Excess Carrier:	Star Insurance
Joined Fifth Excess Policy Number:	1000585742191
Joined Fifth Excess Limits	Each policy is \$25,000,000 part of \$50,000,000 Each Occurrence; Each policy is \$25,000,000 part of \$50,000,000 Aggregate; Each policy is \$25,000,000 part of \$50,000,000 Products/Comp Ops
Pollution Carrier:	Ironshore Specialty Insurance
Pollution Policy Number:	004039000
Pollution Limits:	\$50,000,000 Each Occurrence; \$50,000,000 Aggregate
Broker Name:	Craig Payne
Broker Phone Number:	503-219-3267

Contact the above-listed insurance broker for all specific questions as they relate to limits, endorsements and exclusions of the OCIP/Wrap Insurance Policy. Information above is based solely on the Insurance Binder(s) and may not reflect total or correct coverage limits, deductibles or self-insured retentions.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

OCIP/Wrap Insurance Program: Enrollment Process

Our BPG Wrap Enrollment Specialists are there to work with you. We strive to make the Wrap Enrollment Process not only fast and efficient, but educational as well. We will help guide you through the process every step of the way. We are here so you can get on with what you do best – build quality projects.

The OCIP/Wrap enrollment process consists of the following steps:

1. **Secure Construction Contract:** As a recipient of a construction contract for the project, you may now be eligible to apply for enrollment in the OCIP/Wrap Program. This information is communicated to Builders Protection Group LLC (BPG). BPG Wrap Specialists will contact you to make introductions, collect basic contact information and go over the remaining steps for successful enrollment.
2. **Enrollment Packet Issuance:** A BPG Wrap Administrator will send an enrollment packet to you that contains various forms that will be required for the program. These forms will ask you basic information about your company, license numbers, and whether or not you will employ any Sub-Tier Subcontractors while on the job site. Complete these forms and return them to BPG using the contact info found at the end of this manual.
3. **Certificate Collection:** Before you can be enrolled, you must provide proof of the following:
 - **Workers' Compensation:** If you employ any employees in your organization, Workers' Compensation is required by Oregon law and you cannot work on this project without it. You must provide a copy of an insurance certificate that contains verification of your Workers' Compensation.
 - **Commercial Automobile Liability Coverage:** As with the Workers' Compensation, please provide proof of Business Automobile insurance coverage.
 - **General Liability:** While the OCIP/Wrap Insurance Policy is in fact primary for CGL, you must provide a copy of a certificate of insurance evidencing your existing CGL coverage for off-premises exposures.
 - **Valid License:** You must supply your valid contractor's license on the enrollment form in the appropriate area.

There may be additional insurance or other requirements. Please review your subcontract agreement for specifics.

You may submit these certificates in the same manner you did for the Enrollment forms.



The Wrap Enrollment process can be a quick and simple one. Make sure you contact Builders Protection Group LLC with any questions at 310 356-4840



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

4. **Declarations/Rate Pages:** The OCIP policy premium for this project has been paid by Portland Public Schools but, since the policy covers all eligible and enrolled participants for covered claims, those participants are required to deduct their GL insurance costs from their bids. In order for Builders Protection Group LLC to verify the accurate insurance deduction amount for your company, it will be necessary to review the rates you are being charged under your existing CGL policy. Therefore, you will be required to submit copies of the Declarations and Rate pages from your current CGL policy. See page 13 for more details on this process.
5. **Certificate Issuance:** Once all of the requested documents and certificates have been submitted and license verification has taken place, you will be issued a Certificate of Enrollment, designating your company as a successfully enrolled participant in the OCIP/Wrap Program. A copy of this certificate will also be forwarded to the Program Sponsor and the OCIP Broker.



	Builders Protection Group, LLC 240 Center Street El Segundo, CA 90245 310-356-4840
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Owner Controlled Insurance Policy (OCIP) / Wrap Insurance Policy

CERTIFICATE OF ENROLLMENT

Certificate Issue Date: _____

Policy Term: _____

Covered Project: _____

Project Address: _____

City, State, ZIP: _____

First Named insured: _____

General Contractor: _____

Enrolled Contractor Name: _____

Firm Address: _____

PRIMARY INSURANCE INFORMATION

Carrier Name: _____

Policy Number: _____

General Liability Limits: _____

Self Insured Retention: _____

OCIP Administrator Builders Protection Group

Address: 240 Center Street

El Segundo, CA 90245

Contact: Wrap Administrator

Phone: 310-356-4840

This Certificate evidences that you have been successfully enrolled in the OCIP Wrap Insurance program for the 'designated project(s)' listed above, but does not supplant the terms and condition of the actual policy. For information regarding what is covered and what is not covered, as well as other terms and conditions, you are strongly urged to review the actual insurance policy with your insurance advisor. All sub-tier contractors to the 'Enrolled Contractor' working on the 'designated project(s)' are automatically included within this Certificate of Enrollment in the event that separate enrollment does not occur, however the 'Enrolled Contractor' is required to Notify Builders Protection Group LLC of these sub-tier contractors.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Covered Entities

In order for a Construction Participant to be eligible for coverage under the Portland Public Schools OCIP policy, it must enroll in the Wrap Program. Whether or not a party is considered covered under the OCIP/Wrap Insurance Policy is generally defined by the following:

Eligible Parties

- Enrolled General Contractor
- Enrolled Subcontractors working on-site with a valid license and other requisite documents/certificates
- Documented Sub-Tier Subcontractors

Ineligible Parties

- Non-enrolled Subcontractors
- Subcontractors with invalid/expired licenses & requisite certificates
- Sub-Tier Subcontractors that have not been declared
- Vendors/Suppliers
- Transport companies
- Companies that transport or remediate hazardous waste

An enrolled construction participant is a company that has successfully submitted their requisite documents to BPG's Wrap Administration Personnel and has received a Certificate of Enrollment issued by Builders Protection Group LLC. Should you need further information as to what constitutes an eligible or ineligible party, please contact Builders Protection Group LLC using the contact information found at the end of this manual.

NOTE:

Each Subcontractor is responsible for ensuring that all of its eligible Sub-Tier Subcontractors also complete the enrollment process.



Make sure that you know who is and who is not an eligible entity under the Wrap Policy. Contact BPG if you are unclear as to what/who may or may not be eligible.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

OCIP Program – Insurance Benefits and Exclusions

The OCIP/Wrap Policy that covers this project is a powerful tool in protecting the Project and those that work on it. While the policy covers many aspects of possible claims, there are exclusions. The policy should be reviewed thoroughly by yourself, your legal counsel and insurance professional. Key components are:

- The Program includes a General Liability policy, which is designed to cover third-party property damage, bodily injury, personal and advertising injury losses. The limits of all GL policies under this Program are **\$102,000,000** per occurrence.
- Deductible applicable to enrolled Contractors for the Primary GL policy in this Program is: **\$5,000 per claim**
- Subject to the terms and conditions of the Policy, it covers all eligible and enrolled participants. This is a large benefit and makes for fewer headaches, should a claim arise.
- Following the construction period (completed operations), continuing third-party bodily injury and property damage coverage will carry through the Statute of Repose for all eligible and enrolled participants for a period of up to 10 years.
- Contractors Pollution Liability up to **\$50,000,000** in limits.
- SIR applicable to enrolled Contractors for the Contractors Pollution Liability policy in this Program is: **\$10,000 per claim**

NOTE:

Coverage under the OCIP applies only to the designated project(s), and is subject to the exclusions, terms and conditions more specifically set forth in the OCIP policy, with limits of liability shared by all insureds.

Existence of the OCIP **does not relieve** Program participants of any tier **from any obligations** they may have for obtaining other forms of coverage. On request, Program participants have the opportunity to read and analyze a copy of the OCIP policy or policy binder, which will be provided to them by the Program Sponsor, Contractor or OCIP Broker, to determine whether or not, and the extent to which, the OCIP policy, meets the needs of the Contractors and/or lower tier Subcontractors. Program participant acknowledges that: 1) neither Program Sponsor, OCIP Administrator, nor other Program participant is an agent, broker, partner or guarantor of the insurance company or companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer"); 2) neither Program Sponsor, OCIP Administrator, nor other Program participant is an insurer or is in the business of insurance; 3) neither Program Sponsor, OCIP Administrator, nor other Program participant has at any time provided legal advice to Contractor or lower tier subcontractors, and; 4) neither Program Sponsor, OCIP Administrator, nor other Program participant is responsible in any way for determinations of coverage under the OCIP, payment or non-payment of claims or losses by the OCIP Insurers, the claims handling of the OCIP Insurers, or for the present or future solvency or financial condition of the OCIP Insurers.



An OCIP (Wrap-Up) insurance policy can make for fewer headaches, should a claim arise.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Your Role and Responsibilities in the Program

As a participant in the Portland Public Schools OCIP Program, you have certain responsibilities. The first step is to enroll your company through Builders Protection Group LLC.

Please keep in mind that the BPG staff is here to help you. While there are certain requirements and documents involved in this process, make sure you let us know how we can make this as easy and educational for you as possible.

Once you have completed the requisite OCIP enrollment forms, you can simply fax in your required certificates. Then, a Certificate of Enrollment will be sent to you providing proof of enrollment.

Required Coverage Maintenance – Away From Project(s)

In addition to the required coverage that all contractors must have by law, each participant must be able to demonstrate coverage for any work performed away from the project site by submitting a Certificate of Insurance (COI).

By signing the OCIP Enrollment form (included in your enrollment packet), you consent to provide proof of Commercial General Liability for operations away from the project site. In addition to proof of CGL coverage, you must provide proof of Commercial Auto Liability Insurance and Workers' Compensation, if applicable.

Direct Contact/Paper-Based: Provide to Builders Protection Group LLC the following documents:

- Program Enrollment Form (Form 1-A)
- Subcontract Schedule (Form 1-B) declaring the use of any Subcontractors
- Insurance Credit Worksheet Form (Form 1-C)
- A copy of your company's Workers' Compensation Certificate (COI), if applicable
- A copy of your company's Automobile Insurance Certificate (COI)
- A copy of your company's Commercial General Liability (CGL) Certificate (COI) on projects away from the current project
- A copy of your company's current CGL Declarations and Rate pages

The above documents can be submitted to Builders Protection Group LLC using the contact info found at the end of this manual.



Enrollment in the Wrap Program is not automatic. You should understand your responsibilities as a Wrap Participant and what you must do to be successfully enrolled. Contact Builders Protection Group LLC with any questions you may have.

**Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual****In addition to enrollment, you are obligated to:**

- Perform all warranty work as outlined in your Subcontract Agreement for the noted statute of repose.
- Notify Builders Protection Group LLC immediately of any material changes to your company in regards to address, contact names, contact numbers, license changes, etc.
- Notify Builders Protection Group LLC immediately of any and all Subcontractors of any tier you intend to use on the project. Any Subcontractors of any tier not enrolled may not be covered under the OCIP policy. The Subcontractors' information can be submitted by completing the requisite information on Form 1-B.
- Work within all set guidelines for claims reporting and safety as is determined through your construction contract. All questions on this should be directed to Builders Protection Group LLC or the party with which you have a contract. Complete and submit the Wrap Program Incident Reporting Form (attached to this manual).
- Ensure that all licenses and insurance certificates are maintained in valid status throughout the course of the project(s).

No eligible construction participant will be permitted on the project jobsite until they have been enrolled.



While it is not necessary to cover the project on your own CGL policy, you must provide evidence of CGL coverage away from the project site.




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Enrollment of Subcontractors of Any Tier

If you are employing a Subcontractor, you must declare them on a Subcontractor Schedule (Form 1B) (included in your enrollment packet). Please submit this form with your other enrollment documents. If you need another copy of Form 1B, please contact BPG Wrap Services.





Builders Protection Group LLC
Wrap Administration Services

SUBCONTRACTOR SCHEDULE (FORM – 1B)

Fill out the table below with the appropriate information on all Subcontractors (**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: 310.321.5352

Via E-MAIL: mario@buildersprotect.com

Via MAIL: Attention: Mario Serna (Portland Public Schools OCIP)
Builders Protection Group LLC
4860 West 147th Street
Hawthorne, CA 90250

<i>Subcontractor #1</i>	
Company Name _____	Address #1 _____
Contact Name _____	Address #2 _____
Phone Number _____	City, State, ZIP _____
Fax Number _____	Contract Amount \$ _____
E-Mail Address _____	CCB# _____
Scope of Work _____	
<i>Subcontractor #2</i>	
Company Name _____	Address #1 _____
Contact Name _____	Address #2 _____
Phone Number _____	City, State, ZIP _____
Fax Number _____	Contract Amount \$ _____
E-Mail Address _____	CCB# _____
Scope of Work _____	
<i>Subcontractor #3</i>	
Company Name _____	Address #1 _____
Contact Name _____	Address #2 _____
Phone Number _____	City, State, ZIP _____
Fax Number _____	Contract Amount \$ _____
E-Mail Address _____	CCB# _____
Scope of Work _____	

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If you are employing any Subcontractors of any tier, you must provide requisite information on them on a Form 1-B (provided in your Enrollment Packet).

In order for any work performed by any of your Subcontractors to be covered under the Wrap Insurance Program, you must complete the Subcontractor Schedule (Form-1B) pictured above. A copy of this form is included in your enrollment packet.

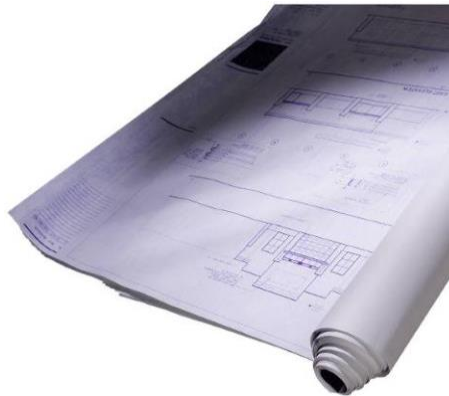
**Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual**

Required Coverage – Subcontractors of Any Tier

If you are a construction participant that will be employing the services of any Subcontractor you must ensure (and consistently monitor) that each Sub has:

- Valid contractor license
- Auto liability insurance
- General liability insurance
- Workers' compensation insurance (if applicable)

If any changes occur to a Subcontractor's insurance status, all changes must be made known to Builders Protection Group LLC immediately.





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Participant Verification of Insurance Cost

Because the insurance program that covers this project is an OCIP Wrap Program, this project need 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 should receive a premium credit. Keep in mind, your work is being insured against covered CGL claims under the OCIP, **not** under your own CGL policy. The OCIP policy premium for this project has been paid by the Program Sponsor, but since the policy covers all eligible and enrolled participants for covered claims, those participants are required to deduct their own GL insurance costs from their bids.

As an enrolled participant, your deduct amount will be verified by the Wrap Administrator, Builders Protection Group LLC. This deduct 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. Any change orders will likewise have this deduction verified.

In order for Builders Protection Group LLC to verify the accurate deduct amount for your company, it will be necessary to review the rates you are being charged under your existing CGL policy in effect at the time of your enrollment. Therefore, you will be required to submit copies of the Declarations and Rate pages from your current CGL policy along with your completed Enrollment package documents.

Before you can be enrolled, the above-mentioned deduct will be verified and submitted to the Program Sponsor. This avoids any potential confusion later in the project and ensures that coverage does not become interrupted for your portion of the project.

If you have employed any Subcontractors, it is the task of your organization to realize any insurance deducts from those Subcontractors.

Should there be any return of any insurance premiums, the Sponsor retains sole claim to these funds.



This OCIP Wrap Program is designed to protect all enrolled participants, including you and your company.

As such, each participant will be required to deduct the costs of their own GL coverage from their bids.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Safety Program

You must have a safety program in place to help ensure the safety of all personnel on the job site. Before beginning work on the project, your Safety Program should be submitted for review to the Sponsor or Sponsor's representative within 15 days of the enrollment in the Program.

Safety is of the utmost importance and, as such, sufficient safety programs and precautions must be put into place. The Sponsor reserves the right to audit any of the construction participants' safety programs. Should it be determined that the safety program is deficient in any way; the Sponsor may make recommendations to bring the program in line with its requirements. If the construction participant does not comply with these requirements, then the Sponsor retains the right to disqualify the contractor from the Wrap Insurance Program.

Your contract contains specific wording as it relates to safety and accident prevention. You must ensure that you comply with those guidelines, or that your program surpasses the standards listed in that section. In the event of a dispute as it relates to which program is to be followed, the guidelines set forth in the contract will always supersede other guidelines.

If you are employing any Subcontractors, you are solely responsible for the safety program compliance of any of those individuals/firms.



Safety is the most important focus on any job site. Ensure that you have your safety program submitted to the Sponsor and that you understand the Safety Program requirements as they are outlined in your contract.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Emergency Contingency Plans

Each company represented in the project and that has been successfully enrolled must ensure it has a contingency plan in place for the following potential scenarios:

- Onsite injuries, both major and minor
- Plan to avoid and/or treat injuries arising from natural disasters/conditions including floods, earthquakes, fires, high wind, tornadoes, hurricanes, and lightning storms
- Hazmat scenarios
- Potential damage/injury to any person(s) not associated with the project including the public and property outside of the lines of the Project
- Injuries to the general public on/or adjacent to the work site



Always have a contingency plan in place for emergency situations such as the ones listed to the left.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Incident/Claims Reporting

Liability Claims

Throughout the course of the Program, there may be a scenario that arises where a claim may be reported. It is critical that the process for handling these situations is carefully followed. Various types of claims can be classified as the following:

- Property Damage
 - On-Site Work: Throughout construction or completed construction
 - Off-Site Work: This typically involves surrounding property, neighboring areas, etc. Most of this happens throughout the course of construction
 - Completed Ops: This arises from damage that occurs after the project's units have been completed. These are what may be commonly referred to as construction defect issues - scenarios such as leaky roofs, flooring issues, etc. Situations from these types of scenarios can lead to costly and prolonged litigation. If properly handled, most of these issues can be resolved without further incident.
- Bodily Injury
 - Non-Participant: Anybody not covered by the policy/Program. This could include the general public.
 - Participant: Injury to covered parties on the job-site.



The key to keeping claims cost down is quick, accurate, and complete reporting of any problems as they arise. Should an incident occur, notify Builders Protection Group LLC within twelve (12) hours of the occurrence.

The Reporting Claims Process

Reporting claims in a timely manner is absolutely critical to keep the claims cost down and to help mitigate the chances for any issue to be blown out of proportion into something far bigger than necessary. Each participant has a responsibility for ensuring that a claim is reported both quickly and accurately.

Should a claim arise, you **MUST** let the Program Administrator (Builders Protection Group LLC) know within twelve (12) hours of the occurrence. While an incident/claim that arises from any automobile-related issue is not generally covered away from the project site, it **MUST** be reported in the same fashion as any other issue. A Wrap Program Incident Reporting Form can be found at the back of this manual. The process of claims reporting is a fact-based process so subjective opinions of interpretation should be avoided when both reporting and speaking to parties outside the Program. You should contact BPG by phone to make us aware of the issue and then fax in the Wrap Program Incident Reporting Form with any accompanying documentation to our offices.



Portland Public Schools Phase 2 OCIP/Wrap-Up Participant Guidebook/Manual

Program Administration Contact Information

Builders Protection Group LLC is the Program Administrator. Below is a summary of useful contact information that will help you answer any questions that you may have. All questions should initially be directed to Builders Protection Group LLC.

Program Administrator

Company:

Builders Protection Group LLC

Address:

4860 W 147th Street

City, State, ZIP

Hawthorne CA 90250

Phone:

310 356-4840

Fax:

310 220-2374

E-mail:

christina@buildersprotect.com

OCIP Insurance Broker

Company:

Brown & Brown Northwest

Contact Name:

Craig Payne

Address:

2701 NW Vaughn Street

Suite:

340

City, State ZIP:

Portland, OR 97210

Phone:

503.219.3267

E-mail:

cpayne@bbnw.com



*If you have questions,
Builders Protection
Group LLC is here to
help you through the
process so you can
focus on what you do
best – creating quality
buildings.*



APPENDIX



Portland Public Schools Phase 2 OCIP Program – Incident Reporting Form

- Call Builders Protection Group LLC to report the incident/claim at **310.356.4840** within twelve (12) hours. Have all relevant information (listed below) ready.
- Complete this form in its entirety. If this form has insufficient room to provide adequate description of events or involved individuals, please use additional paper.
- Fax this form to Builders Protection Group LLC at 310.321.5352 (**Attn: Claims Reporting – EXPEDITE**) or email: claims@buildersprotect.com
- A copy of this will be forwarded to the Program Insurance Broker by Builders Protection Group LLC.

Company Name:	
Project Name:	
Date/Time of Incident:	
Date of Report:	
Reporting Individual:	
Individual's Phone #:	
Individuals Involved:	

[illegible]



Builders Protection Group LLC Wrap Administration Services

Portland Public Schools OCIP 2 - Enrollment Forms – Submission Guidelines

To: **Construction Participant**

From: Builders Protection Group LLC

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 310-356-4840 (phone) or e-mail at christina@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.**
- **Certificate Holder will be the General Contractor or Portland Public Schools**
- **Additionally Insured Endorsement for General Liability is required.**
- **Declarations/Rate pages from your current CGL insurance policy.**



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
310.356.4840 (phone)
310.220-2374 (fax)
christina@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,

Christina Vigil

Wrap Administrator
Builders Protection Group LLC



Builders Protection Group LLC Wrap Administration Services

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 310.356.4840.

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.**



Builders Protection Group LLC Wrap Administration Services

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 310.356.4840.

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.



Builders Protection Group LLC Wrap Administration Services

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 310.356.3840.

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)



Builders Protection Group LLC
Wrap Administration Services

OCIP WRAP-UP
SUBCONTRACTOR ENROLLMENT FORM (FORM 1-A)
PORTLAND PUBLIC SCHOOLS OCIP 2

PROJECT INFORMATION

Project Name Portland Public Schools OCIP 2

General Contractor _____

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).



Builders Protection Group LLC Wrap Administration Services

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 or Portland Public Schools** 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**:
 - **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:

Christina Vigil
 Builders Protection Group LLC
 1852 Lomita Blvd. Suite 210
 Lomita, CA 90717
 310.356.4840 (Phone)
 310.220.2374 (fax)
christina@buildersprotect.com



Builders Protection Group LLC
Wrap Administration Services

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: **310.220.2374**

Via E-MAIL: christina@buildersprotect.com

Via MAIL: Attention: Christina Vigil (Portland Public Schools OCIP)
 Builders Protection Group LLC
 1852 Lomita Blvd. Suite 210
 Lomita, CA 90717

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	_____		

**Builders Protection Group LLC
Wrap Administration Services****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	_____		

INSURANCE CREDIT WORKSHEET (FORM 1-C)
PORTLAND PUBLIC SCHOOLS OCIP 2

PROJECT NAME: _____

Sub-contractor Name: _____

Address, City, ST Zip Code: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

email: _____

Work Performed: _____

% Self-Performed: _____

Are you performing: _____ Asbestos removal _____ Hazardous waste remediation _____

 Supplying materials ONLY

Premium is based on:	Sales/Receipts _____	Contract Amount: \$ _____
	Payroll _____	Est. Payroll Amount: \$ _____
	Other _____	Please describe: _____
		GL Rate: \$ _____
Premium is calculated (pick one):	Per \$100	Per \$1,000

Calculated Premium: \$

By signing below, I hereby warrant that the information provided on this Worksheet is complete and accurate to the best of my knowledge. I will provide documentation from my **CGL policy** that supports the information on this Worksheet. I agree that my payroll may be audited in the event that my reported payroll is less than the industry standard for my trade.

Signature	Title	Date
Please complete and return via fax at 310.220.2374 or email to christina@buildersprotect.com		

Your GL Rate and Declarations pages must accompany this worksheet!

PREVAILING WAGE RATES **for** **Public Works Contracts in Oregon**



Val Hoyle
Commissioner
Bureau of Labor & Industries

Effective: January 1, 2020

INCLUDING THE FEBRUARY 1, 2020 AMENDMENT



INVITATION TO BID NO. 2020-2811
Harrison Park Roof Replacement and Fall Protection
Portland Public Schools, School District No. 1J, Multnomah County, Oregon

Purchasing & Contracting
501 North Dixon Street
Portland, OR 97227

Direct all questions regarding this ITB to: Brandon Niles
Email: purchasing@pps.net
Phone: 503-916-3031

BID CLOSING:

ELECTRONIC SUBMITTAL

Submit electronically via PlanetBids, The Bid Form, including all required documentation, must be submitted through the website **not later than 2:00:00 PM on April 23, 2020** in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

HARDCOPY SUBMITTAL

No hardcopy submittals will be accepted.

BID OPENING: A public bid opening will occur via teleconference promptly at 2:05 PM on April 23, 2020. Dial in information will be provided via addendum.

LATE BIDS SHALL BE REJECTED

Portland Public Schools, School District No.1J, Multnomah County, Oregon ("District") seeks responses from qualified Bidders interested in submitting a Bid for Harrison Park School, Partial Re Roof.

An Optional pre-bid meeting will be held on April 8, 2020, commencing at 7:30 AM, at Harrison Park School, 2225 NE 87th Ave Portland, OR 97216. Attendees are encouraged to remain at the Main Entrance until District personnel arrive to begin the pre-bid meeting. **NOTE: IT IS HIGHLY RECOMMENDED THAT ALL PROSPECTIVE BIDDERS ATTEND THE PRE-BID CONFERENCE**

In efforts to reduce exposure to the Covid 19 virus, PPS is following social distancing and cleanliness/sanitation guidelines as recommended by the Center for Disease Control. Accordingly, we request all project walk attendees must:

- Maintain minimum 6' distance (Social Distance) between themselves and others
- For areas less than 25 ft², no more than one person shall enter said area at a time
- Avoid touching any object unnecessarily, including but not limited to doorknobs, switches, desk tops.
- Wear appropriately protective gloves

It is the intent, with the help of all partners, for PPS OSM to maintain a safe and healthy working environment. Adhering to these mandated guidelines is a major step in reducing the impact our activities have on the community as a whole.

All bid documents shall be submitted electronically via PlanetBids. Bids shall be signed in ink (when submitted electronically via PlanetBids, a scanned copy will be accepted. Digital and stamped signatures are not accepted). A plan holders list for contractors use will be made available through addenda.

All questions and contact with Portland Public Schools (hereinafter referred to as “District”) regarding this ITB must be addressed in writing to the ITB Contact listed above. Any questions or issues that may arise regarding the Specifications, the bidding process, and/or the award process shall be directed to the ITB Contact. The District’s official response to any questions or requests will be through the addendum process. Contact with other District staff without prior clearance from the ITB Contact listed above may result in Bidder disqualification.

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and will not be mailed to prospective Bidders.

This Contract is a Public Work subject to ORS 279C.800 to 279C.870.

Bidders should consult PlanetBids regularly until Bid Closing to avoid missing any Addenda.

INVITATION TO BID (ITB) TIMELINE

ITB ISSUED	March 31, 2020
OPTIONAL PRE-BID MEETING	April 8, 2020
SUBSTITUTION DEADLINE	April 10, 2020
DEADLINE FOR QUESTIONS OR CLARIFICATIONS	April 10, 2020
FINAL ADDENDA DEADLINE	April 16, 2020
BIDS DUE Must Include: <input checked="" type="checkbox"/> Bid Form – all pages <input checked="" type="checkbox"/> Bid Bond or Bid Security <input checked="" type="checkbox"/> Bidder’s Qualifications – all pages	April 23, 2020
FIRST-TIER SUBCONTRACTOR DISCLOSURE DUE	April 23, 2020
ANTICIPATED WORK START	June 10, 2020

NOTE: The District reserves the right to deviate from this schedule.

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PART A: PURCHASING AND CONTRACTING REQUIREMENTS

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ATTACHMENT A: SAMPLE LARGE CONSTRUCTION CONTRACT AND GENERAL CONDITIONS

ATTACHMENT B: CONTRACT CAREER LEARNING EQUITY DIRECTIONS AND FORMS

ATTACHMENT C: WORKFORCE TRAINING AND HIRING PROGRAM DIRECTIONS AND FORMS

ATTACHMENT D: OCIP MANUAL AND ENROLLMENT FORMS

ATTACHMENT E: DRAWINGS

ATTACHMENT F: SPECIFICATIONS

ATTACHMENT G: HAZARDOUS MATERIAL DRAWINGS – SEE SHEET INDEX

ATTACHMENT H: HAZARDOUS MATERIAL SPECIFICATIONS

PART B: DRAWINGS AND SPECIFICATIONS LIST OF DRAWINGS:

HARRISON PARK SCHOOL 100% CONSTRUCTION DRAWINGS

HARRISON PARK

SHEET NUMBER SHEET NAME

GENERAL

G3-001	COVER SHEET
G3-002	ABBREVIATIONS, LEGENDS AND NOTES

G3-003	GENERAL MOUNTING HEIGHTS AND CLEARANCES
G3-101	SITE PLAN
G3-201	CODE SUMMARY
G3-202	FIRE & LIFE SAFETY PLAN

ARCHITECTURAL

AD3-201	DEMOLITION FIRST & MEZZANINE FLOOR PLANS
AD3-211	DEMOLITION REFLECTED CEILING PLANS
AD3-221	DEMOLITION OVERALL ROOF PLAN
AD3-221A	DEMOLITION ROOF PLAN - SECTOR 1
AD3-221B	DEMOLITION ROOF PLAN - SECTOR 2
AD3-221C	DEMOLITION ROOF PLAN - SECTOR 3
AD3-221D	DEMOLITION ROOF PLAN - SECTOR 4
AD3-221E	DEMOLITION ROOF PLAN - SECTOR 5
AD3-221F	DEMOLITION ROOF PLAN - SECTOR 6
AD3-221G	DEMOLITION ROOF PLAN - SECTOR 7
AD3-231	DEMOLITION ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS
AD3-501	DEMOLITION STAIR PLANS AND SECTIONS
A3-201	FIRST & MEZZANINE FLOOR PLANS
A3-211	REFLECTED CEILING PLANS
A3-221	OVERALL ROOF PLAN
A3-221A	ROOF PLAN - SECTOR 1
A3-221B	ROOF PLAN - SECTOR 2
A3-221C	ROOF PLAN - SECTOR 3
A3-221D	ROOF PLAN - SECTOR 4
A3-221E	ROOF PLAN - SECTOR 5
A3-221F	ROOF PLAN - SECTOR 6
A3-221G	ROOF PLAN - SECTOR 7
A3-222	OVERALL FALL PROTECTION PLAN
A3-222A	FALL PROTECTION PLAN - SECTOR 1
A3-222B	FALL PROTECTION PLAN - SECTOR 2
A3-222C	FALL PROTECTION PLAN - SECTOR 3
A3-222D	FALL PROTECTION PLAN - SECTOR 4
A3-222E	FALL PROTECTION PLAN - SECTOR 5
A3-222F	FALL PROTECTION PLAN - SECTOR 6
A3-222G	FALL PROTECTION PLAN - SECTOR 7
A3-231	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS
A3-301	EXTERIOR ELEVATIONS
A3-302	EXTERIOR ELEVATIONS
A3-501	STAIR PLANS, SECTIONS, & DETAILS
A3-711	EXTERIOR DETAILS
A3-712	EXTERIOR DETAILS
A3-713	FALL PROTECTION & LADDER DETAILS
A3-714	SKYLIGHT DETAILS
A3-901	3D IMAGES AND ISOMETRICS

STRUCTURAL

S3-001	COVER SHEET
S3-002	GENERAL NOTES
S3-003	GENERAL NOTES CONTINUED
S3-004	SPECIAL INSPECTIONS
S3-101	BUILDING YEAR PLAN
S3-221A	ROOF PLAN - SECTOR 1

S3-221B	ROOF PLAN - SECTOR 2
S3-221C	ROOF PLAN - SECTOR 3
S3-301	ROOF SECTION AT CLERESTORIES
S3-501	DETAILS
S3-502	DETAILS
S3-601	FALL PROTECTION DETAILS

MECHANICAL

M3-001	SYMBOL LIST & GENERAL NOTES - MECHANICAL
MD3-201	ROOF DEMOLITION PLAN - MECHANICAL
M3-221	ROOF PLAN - MECHANICAL
M3-401	ENLARGED PLANS - MECHANICAL
M3-402	SECTIONS - MECHANICAL
M3-701	DETAILS - MECHANICAL
M3-801	SCHEDULES - MECHANICAL

PLUMBING

P3-001	SYMBOL LIST & GENERAL NOTES - PLUMBING
PD3-221	ROOF DEMOLITION PLAN - PLUMBING
P3-221	ROOF PLAN - PLUMBING
P3-701	DETAILS - PLUMBING
P3-801	SCHEDULES - PLUMBING

ELECTRICAL

E3-001	SYMBOL LIST & GENERAL NOTES - ELECTRICAL
ED3-201	FIRST FLOOR DEMOLITION PLAN - ELECTRICAL
ED3-221	ROOF DEMOLITION PLAN - POWER
E3-201	FIRST FLOOR PLAN - POWER
E3-221	ROOF PLAN - POWER

HAZARDOUS MATERIAL

HM3-201	HAZARDOUS MATERIAL - FIRST & MEZZANINE FLOOR PLANS
HM3-221	HAZARDOUS MATERIAL - ROOF PLAN

HARRISON PARK**TECHNICAL SPECIFICATIONS:****DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 01 02	PROJECT TEAM
00 01 07	PROFESSIONAL SEALS PAGES
00 01 10	TABLE OF CONTENTS
00 01 15	LIST OF DRAWINGS (<i>To be included in 100% CD Documents</i>)

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01 10 00	SUMMARY
01 14 00	WORK RESTRICTIONS
01 18 00	PROJECT UTILITY SOURCES
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTION PROCEDURES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 31 23	PROJECT MANAGEMENT DATABASE

01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 52 00	CONSTRUCTION FACILITIES
01 60 00	PRODUCT REQUIREMENTS
01 70 10	EXECUTION AND CLOSEOUT REQUIREMENTS
01 73 29	CUTTING AND PATCHING
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES

DIVISION 02 - EXISTING CONDITIONS

02 41 19	SELECTIVE STRUCTURE DEMOLITION
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DIVISION 03 - CONCRETE

(not used)

DIVISION 04 - MASONRY

04 01 00	MAINTENANCE OF MASONRY
04 05 14	MASONRY MORTARING AND GROUTING
04 20 19	VENEER UNIT MASONRY

DIVISION 05 - METALS

05 12 00	STRUCTURAL STEEL FRAMING
05 50 00	METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY
06 20 00	FINISH CARPENTRY
06 90 00	WOOD RESTORATION

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 16	BLANKET INSULATION
07 22 70	FALL PROTECTION DEVICES
07 41 13	METAL ROOFING PANEL
07 52 00	MODIFIED BITUMINOUS MEMBRANE ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM
07 71 23	GUTTERS AND DOWNSPOUTS
07 72 33	ROOF HATCHES
07 84 00	FIRESTOPPING
07 90 00	JOINT PROTECTION

DIVISION 08 - OPENINGS

08 31 13	ACCESS DOORS AND FRAMES
08 45 23	INSULATED TRANSLUCENT FIBERGLASS SANDWICH PANEL SKYLIGHT SYSTEM
08 71 00	DOOR HARDWARE
08 80 00	GLAZING

DIVISION 09 - FINISHES

09 22 16	NON-STRUCTURAL METAL FRAMING
09 26 13	GYPSUM VENEER PLASTERING
09 51 23	ACOUSTICAL TILE CEILINGS
09 90 00	PAINTING AND COATING
09 96 00	HIGH-PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

- 10 21 15 PLASTIC TOILET COMPARTMENTS
- 10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES

DIVISION 22 - PLUMBING

- 22 00 00 PLUMBING BASIC REQUIREMENTS
- 22 05 16 EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
- 22 05 19 PLUMBING DEVICES
- 22 05 23 GENERAL-DUTY VALVES FOR PLUMBING PIPING
- 22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING
- 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
- 22 07 00 PLUMBING INSULATION
- 22 10 00 PLUMBING PIPING
- 22 40 00 PLUMBING FIXTURES

DIVISION 23 - HVAC

- 23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) BASIC REQUIREMENTS
- 23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
- 23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC EQUIPMENT
- 23 05 53 IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
- 23 05 93 TESTING, ADJUSTING AND BALANCING FOR HVAC
- 23 07 00 HVAC INSULATION
- 23 09 13 VARIABLE FREQUENCY DRIVES
- 23 11 23 FACILITY FUEL – NATURAL GAS PIPING AND SYSTEMS
- 23 31 00 HVAC DUCTS AND CASINGS
- 23 33 00 AIR DUCT ACCESSORIES
- 23 34 00 HVAC FANS
- 23 73 13 MODULAR CENTRAL STATION AIR-HANDLING UNITS

DIVISION 26 - ELECTRICAL

- 26 00 00 ELECTRICAL BASIC REQUIREMENTS
- 26 05 09 EQUIPMENT WIRING
- 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS AND EQUIPMENT
- 26 05 33 RACEWAYS
- 26 05 34 BOXES
- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 26 27 26 WIRING DEVICES
- 26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS

The drawings and specifications pertaining to this ITB are by reference herein incorporated into these documents.

SECTION 00 11 16 INVITATION TO BID

Portland Public Schools ("District") seeks to contract for the construction services specified in this Invitation to Bid (ITB).

1.01. SUMMARY OF WORK

HARRISON PARK SCHOOL

ROOF REPLACEMENT & FALL PROTECTION

1. ARCHITECTURAL
 - a. Re-roof with SBS roofing materials and rigid insulation or as indicated on plan.
 - b. Replace existing roof hatches to meet OSHA requirements.
 - c. Improve window sills at select locations to accommodate new roof level.
 - d. Raise existing parapets as required to accommodate new roof level.
 - e. Replace parapet coping as indicated on plan.
 - f. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
 - g. Replace existing roof ladders and add new roof ladders as required to meet OSHA standards.
 - h. Install roof fall protection anchors and lifelines to comply with OSHA standards.
 - i. Install roof guardrails for fall protection to comply with OSHA standards.
 - j. Provide new roof hatch guardrails to meet OSHA standards.
2. STRUCTURAL
 - a. Strengthen existing plywood roof diaphragms and connections to structure.
 - b. Strengthen existing plywood roof diaphragms around roof steps and changes in elevation due to skylights.
 - c. Provide structural strengthening as required to support fall protection systems.
3. MECHANICAL
 - a. Demolish, relocate, or install HVAC items within area of work.
 - b. Provide new motorized dampers where existing penetrations will remain.
 - c. Replace existing air handling units.
 - d. Modify interior ductwork as required.
 - e. Demolish and replace exterior ductwork.
4. PLUMBING
 - a. Provide new roof drains and roof overflow drains.
 - b. Replace flashing at all vents within areas of full roof replacement.
 - c. Relocate existing gas line.

ROOF MAINTENANCE

5. ARCHITECTURAL
 - a. Install Silicone Coating System in areas of observed ponding as indicated on plan.
 - b. Install Liquid Applied Flashing System at areas of observed water intrusion or as indicated on plan.
 - c. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
6. MECHANICAL
 - a. Replace existing exhaust fan as indicated on plan.
7. PLUMBING
 - a. Repair damaged roof drains as indicated on plan.
8. ADA UPGRADES
 - a. Upgrade classroom door hardware to meet ADA standards as indicated on plan.
 - b. Upgrade restrooms to be compliant as indicated on plan.
 - c. Improve handrails at stairs to Mezzanine level as required to meet ADA standards.
9. HAZARDOUS MATERIAL
 - a. Abate hazardous materials as noted on drawings and when encountered during construction.

1.02. CRITICAL ITB DATES AND TIMES:

Refer to "INVITATION TO BID (ITB) TIMELINE" noted on page 2 of the Invitation to Bid document.

A. OPTIONAL PRE-BID MEETING AND SITE VISIT.

The optional pre-bid meeting will be held at the time, place and date shown on the cover of this document.

Questions asked during the pre-bid meeting may not be recorded by District staff and addressed in addenda to the ITB unless submitted in writing to the ITB Contact. Statements or remarks made by District staff during the pre-bid meeting shall not be binding on the District. An official response will be made only to questions which are submitted by potential Bidders in writing to the ITB Contact. Any Bidder requiring clarification of terms or conditions of the ITB, drawings, specifications, or Contract Documents shall make a request for clarification in writing, to the ITB Contact listed on the cover page of this document.

B. RECEIPT OF BIDS

Electronic Submittal

Submit electronically via PlanetBids. The Bid Form and all required documentation must be submitted through the website in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

PLEASE NOTE: Other required documentation specified below may be provided by any of the methods shown, even if the bid is submitted electronically.

Hardcopy Submittal

No hardcopy submittals will be accepted. Any bids not submitted via PlanetBids will be rejected.

C. Bid form

Bid Form shall be due up until 2:00:00 PM on the Bid Closing Date. Failure to submit a complete Bid by this due date and time may result in Bid rejection.

D. First-Tier Subcontractor Disclosure Form

The first-tier subcontractor disclosure form is due up until 4:00:00 PM on the Bid Closing Date. This form will be accepted using any of the following methods:

1. Electronically – with bid submittal via PlanetBids. PLEASE NOTE: PlanetBids does not allow for submittals after 2:00:00 PM. If submitting this document via PlanetBids it MUST be submitted by 2:00:00 PM. PlanetBids' internal timestamp will determine timeliness.
2. Hardcopy - **No hardcopy submittals will be accepted. Any bids not submitted via PlanetBids will be rejected.**
3. E-mail. If using this method document must be e-mailed to purchasing@pps.net prior to 4:00:00 PM on the Bid Closing Date. Time and date received on email in Purchasing will determine timeliness of submittal.

Failure to submit first-tier subcontractor disclosure form by this due date and time may result in Bid rejection.

E. PUBLIC OPENING OF BIDS

The Public Bid Opening will be held at 2:05 PM on April 23, 2020 via teleconference.

1.03. BID REQUIREMENTS:

A. FIRST-TIER SUBCONTRACTOR DISCLOSURE

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, Bidder shall submit to the District a disclosure of the first-tier subcontractors that:

1. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
2. Will have a contract value that is equal to or greater than five percent of the total project Bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project base bid. Bidder must submit this documentation in accordance with Section 00 21 13, 1.02, I.

B. BID SECURITY

Bid security in the form of either:

1. a Bid bond set forth in Section 00 43 13,
2. an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
3. a certified check or cashier's check,

in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, shall accompany each Bid exceeding \$100,000 as per Section 00 21 13, 1.02, C.

Bid bond and irrevocable letter of credit may be provided electronically with bid submittal if using PlanetBids. If selected as the apparent lowest responsive and responsible bidder, an original must be provided prior to Contract award.

C. OREGON CONSTRUCTION CONTRACTORS BOARD

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project.

D. BIDDER'S QUALIFICATION

Bidder shall submit a Bidder's Responsibility Information Form to the District in accordance with Section 00 45 13 Bidder's Qualifications. The District reserves the right to verify information provided on this form in determining the Bidder's qualifications to perform the Work.

E. REFERENCES

In accordance with District Contracting and Purchasing Rules and ORS 279C.375, District reserves the right to investigate references other than those listed in Bidder's submission. Investigation may include, without limitation, past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

F. 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.

This Invitation to Bid addresses two of these objectives: Career Learning Equity and Contractor Workforce Equity.

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 a 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.

1. 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.

The awarded Contractor will register on the District’s Career Learning database.

a. If this contract has a value between \$100,000 and \$1,000,000, Contractor must:

- Register – See Attachment B
- Offer at least two of the Career Learning opportunities for PPS students.
- Participate in the Portland Workforce Alliance’s annual Northwest Youth Careers Expo as an exhibitor every year during the active term of the contract. The Contractor may provide additional Career Learning opportunities at no additional cost to the District.

b. If this contract has a value greater than \$1,000,000, the Contractor must:

- Register
- Offer at least four of the Career Learning opportunities for PPS students, and
- Participate in the Portland Workforce Alliance’s annual Northwest Youth Careers Expo as an exhibitor every year during the active term of the contract. The Contractor may provide additional Career Learning opportunities at no additional cost to the District.

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 as described in Attachment C. 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;
- 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; and
- 3) Contractor will strive to achieve the District’s aspirational workforce diversity goal of a minimum of 25% minority and 14% female hours (including both journey and apprentice level workers) on each eligible project.

3. OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")

- a. Portland Public Schools has implemented an OCIP for the on-site insurance requirements for this solicitation as described in Attachment D. 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 bid prices should EXCLUDE those costs relating to the insurance provided by the OCIP.
- c. 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.

4. 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://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

1.04. CONTRACT REQUIREMENTS

A. PREVAILING WAGES

The Contract is for a public work and shall be subject to the prevailing wage requirements of ORS 279C.800 to ORS 279C.870. The selected contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840, (i.e. Prevailing Wage Rates for Public Works Contracts in Oregon) as of the advertisement date of this ITB. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

The effective "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1st, 2020, including the February 1, 2020 and the April 1, 2020 Amendments.

The "PWR Apprenticeship Rates" and any other amendments issued by BOLI prior to the issue date of this ITB.

The complete publications may be found online at the BOLI website (<https://www.oregon.gov/boli/WHDPWR/Pages/PWR-Rate-Publications---2020.aspx>) and is hereby incorporated by reference.

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.

B. CONTRACT, BONDS AND INSURANCE

The successful Bidder will be required to enter into a Contract with the District as per Section 00 52 13 Agreement Form and obtain and maintain insurance and bonding as per Section 00 61 13 Performance Bond, Section 00 61 14 Labor and Materials Payment Bond, and Section 00 52 13 Agreement Form. The successful Bidder shall obtain a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating.

C. CONTRACTOR AND SUBCONTRACTOR FINGERPRINT-BASED CRIMINAL HISTORY VERIFICATION

Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. The District requires all Contractor personnel who may have direct, unsupervised contact with students 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 <http://www.pps.k12.or.us/departments/security-services/1102.htm>

1.05. AVAILABILITY OF ITB DOCUMENTS

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and will not be mailed to prospective Bidders. Bidders should consult the PlanetBids System regularly until Bid Closing to avoid missing any Addenda.

1.06. ITB/PROJECT CONTACT

All questions, requests for clarification and specification protests must be addressed to the ITB Contact shown on the cover page of this document.

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1.01. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION

- A. PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for clarification; (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans. Any Bid that includes non-approved alternate product brands or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.
- B. METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes containing requests for clarification, requests for change, and protests must be marked as follows:

Request for Clarification/Request Change /Protest

ITB Number

Closing Date

Closing Time

and must be received by the contact listed on Page 1 of the ITB, no later than 13 calendar days prior to the Bid Closing Date. Unless this specific deadline is extended by subsequent Addenda, no requests for substitution, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

- C. REQUEST FOR CLARIFICATION: Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for clarification must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above.
- D. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for changes must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation.
- E. PROTEST OF SOLICITATION OR CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS: Any Bidder may submit a protest of solicitation terms and conditions, Contract terms and conditions or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the protest must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and a statement of the relief or changes proposed.
- F. RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the District determines should be handled by formally amending the ITB, the District will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."
- G. RESPONSE TO REQUESTS FOR CHANGE, AND PROTESTS: The District shall promptly respond to each properly-submitted written request for change, and protest. If District determines that any additions, deletions, clarification or interpretation is necessary, such information or interpretation will be supplied in Addenda posted to the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and thereby made available to all interested parties.

All such Addenda shall have the same binding effect as though contained in the ITB Document. Such addenda shall be issued not less than 72 hours prior to the Bid Closing Date. Statements made by the District's representatives are not binding on the District unless confirmed by written Addendum.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications as provided in Section 00 21 13, 1.01 precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions or Specifications.

1.02. BID SUBMITTAL

A. BID FORMS

Bids shall be submitted on unaltered Bid Forms furnished by the District, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

B. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid 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 Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

C. BID SECURITY: Bids shall be accompanied by bid security

Bid security in the form of either:

1. a Bid bond set forth in Section 00 43 13,
2. an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
3. a certified check or cashier's check,

in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, shall accompany each Bid exceeding \$100,000.

Bid bond and irrevocable letter of credit may be provided electronically with bid submittal if using PlanetBids. If selected as the apparent lowest responsive and responsible bidder, an original must be provided prior to Contract award.

Bid security of the successful Bidder will be returned or released after the Bidder's written Contract, Performance Bond, Payment Bond, and required certificates of insurance have been promptly and properly executed, delivered to, and accepted by the District. If the successful Bidder fails to (1) promptly and properly execute the Contract, (2) furnish a good and sufficient Performance Bond and a good and sufficient Payment Bond, and/or (3) furnish required certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the District may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

The District reserves the right to retain the Bid security of the next two (2) lowest Bidders until the successful Bidder has been awarded a Contract or until no more than 90 days after Bid opening, whichever is shorter. Bid security of all other Bidders will be returned as soon as practicable after Bid opening.

D. SEALED BIDS

ELECTRONIC SUBMITTAL

If submitting electronically via PlanetBids, the Bid Form must be submitted through the website in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

HARDCOPY SUBMITTAL

No hardcopy submittals will be accepted. Any bids not submitted via PlanetBids will be rejected.

E. MODIFICATION OR WITHDRAWAL OF BID

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing Date and Time. Modifications shall be sealed and submitted in same manner as the Bid.

Bids may not be modified or withdrawn after closing except as provided in District Contracting and Procurement Rules.

F. DURATION OF BIDS

Each Bid shall be irrevocable for a period of 90 days from the date of Bid. Award of a Contract to any Bidder shall not constitute rejection of any other Bid.

G. REQUIRED SIGNATURES

Electronic submittal via PlanetBids - Bids shall be signed with ink or indelible pencil, with name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. A scanned signature will be accepted. Digital and stamped signatures are not accepted.

H. RESIDENT BIDDER

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

I. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure form, provided in Section 00 43 36, within two (2) hours of the Bid Closing Date and time.

J. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bid documents and the Bid is made in accordance therewith.
2. The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
3. The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

K. RESERVATIONS

1. The District reserves the following rights:

- To reject all Bids.
- To reject any Bid not in compliance with all prescribed public bidding procedures and requirements and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.
- To reject Bids which it determines to be non-responsive.
- To reject Bids upon the District's finding that the Bidder:
 - o Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries;
 - o Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
 - o Is not responsible.
- To waive any informalities in Bids submitted.

- In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
- To return the Bid unopened, in the event only one Bid is received.

L. ASBESTOS ABATEMENT

Work to be performed under the contract ☒ will ☐ will not require the Bidder or any subcontractors to be licensed for asbestos abatement work per [ORS 468A.720](#).

M. LEAD BASED PAINT RENOVATION LICENSE

Perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, 1926.62) and Section 02080 (Lead Handling Procedures) specification in the project manual. When working in areas of buildings occupied by children under age six (6), requirements under [OAR Chapter 333, Division 69](#) may also apply, and the Bidder will be required to be licensed under and comply with [OAR Chapter 812, Division 7](#), and [ORS Chapter 701.510](#).

Work to be performed under the contract ☒ does ☐ does not require the Contractor to hold a Lead-Based Paint Renovation License. **Contractors cannot bid on a renovation project until they have completed an approved training class and obtained a Lead-Based Paint Renovation License** per the [Construction Contractors' Board \(CCB\)](#).

N. REQUIREMENTS FOR HAZARDOUS MATERIALS

Asbestos-containing materials (ACM's) are present in various locations throughout the building. It is the intent of Portland Public Schools to abate only materials that are an obstruction, part of demolition or necessary to complete the renovation. All abatement work will be performed by Contractor. The Bidder and its subcontractors are required to familiarize themselves with asbestos and asbestos hazards within the building. Provide hazard communication, training and personal protection equipment as necessary to work in or around areas with asbestos materials. The Bidder shall strictly enforce implementation of OR-OSHA ([OAR Chapter 437 Division 3](#), Subdivision Z 1926.1101) requirements during the performance of the work under this contract.

Documents of reference for information on the type, quantity and location of known ACM's are as follows: 1) Portland Public School District's AHERA asbestos inspection report and management plan. 2) Hazardous materials survey/abatement drawings in preparation for the contracted construction. All Sub-contractors are to notify the Bidder if suspect ACM's are uncovered during demolition or renovation activities that are not identified in these documents. Coordinate with the district's hazardous materials consultant as necessary to accommodate testing and abatement work.

For this project, the Bidder and its subcontractors shall comply with all applicable OSHA requirements when working in friable asbestos contaminated areas. This includes but not limited to; floor and attic crawl spaces if those conditions exist in a building. OSHA requirements also apply when working on or around non-friable ACM. This includes but is not limited to; anchorage thru ACM flooring, anchorage of wire molding and fixtures onto ACM plaster or gypsum walls and ceilings, and impacting ACM roofing materials.

1.03. APPEALS & PROTEST OF AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and physically received by the Director of Purchasing & Contracting no later than 10:00 AM on the seventh (7th) calendar day after the date of the Intent-to-Award Announcement.

Address appeal to:

APPEAL OF AWARD TO ITB NO. 2020-2811
Attn: Director, Purchasing & Contracting
School District No.1J, Multnomah County, Oregon
Portland Public Schools
Purchasing & Contracting
501 North Dixon Street, 2nd floor
Portland, Oregon 97227

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

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

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

No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or Specifications after the deadline established for submitting protests of solicitation terms and conditions, contract terms and conditions or Specifications.

1.04. CONTRACT, BONDS AND INSURANCE

A. CONTRACTOR CONTRACT EXECUTION

Within seven (7) calendar days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the District, a sample of which is included in Section 00 52 13 of this ITB. At the same time, the successful Bidder shall furnish a Performance Bond, a Payment Bond, and required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder 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.

B. 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.

C. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

D. PUBLIC WORKS BOND

Before starting Work the successful Bidder 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 Bidder shall also include in every subcontract a provision requiring the 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). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding payment of prevailing wages may be directed to BOLI at the BOLI website (www.oregon.gov/BOLI) or at the following address:

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

1.05. COMPLIANCE WITH LAW

The selected contractor shall be required to comply with the District's standard construction contract provisions as provided in Section 00 52 13. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

SECTION 00 41 13 BID FORM**BID FORM (PAGE 1 OF 3)**

**SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON
PORTLAND PUBLIC SCHOOLS**

INVITATION TO BID NO. 2020-2811**Harrison Park Roof Replacement and Fall Protection**

The undersigned hereby certifies that Bidder:

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. Has submitted information that is true and accurate to the best of their knowledge and understands that any false statement may disqualify this Bid from further consideration or be cause for contract termination.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Has read, understands and agrees to be bound by all terms and conditions herein.
5. Is a ☐ Resident Bidder, ☐ Non-Resident Bidder, as defined in ORS 279A.120, of the State of Oregon.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

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

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS** - The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 6.1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 6.2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 6.2. of this certification;
 - 6.4. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
 - 6.5. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
 - 6.6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

7. Acknowledges Receipt of Addenda No's. _____ Through _____ inclusive.

Please check the applicable box regarding Bid security:

- ☐ Bid security in form of cashier's check ☐, certified check ☐, Bid bond in the form set forth in Section 00 43 13 ☐, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 ☐ (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, is enclosed.
- ☐ Bid Price is for \$100,000 or less; therefore, Bid security is not required.

BID FORM (PAGE 2 OF 3)

The Base Bid will be the sum of the following items and represents all work set forth in this ITB, the Contract Documents (including without limitation the Drawings and Specifications):

BASE BID	
Total Base Bid	\$

Total Base Bid

(Expressed in written words and numerals. Written words shall supercede numerals. The District reserves the right to correct mathematical errors whereupon the corrected Total Base Bid takes precedence over written words and numerals.)

ALTERNATES:

The Total Bid Price will be calculated by adding to or deducting from the Base Bid those alternates selected by District at the time of award.

Bids will be evaluated to identify the lowest responsible Bid based on the Total Bid Price. Bids must be submitted by a responsible Bidder and not otherwise disqualified.

BID FORM (PAGE 3 OF 3)**REPRESENTATIONS AND CERTIFICATIONS**

Bidder shall submit Bidder's Responsibility Information Form as per Section 00 45 13 Bidder's Qualifications along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) _____

OR

SOCIAL SECURITY IDENTIFICATION NUMBER _____

BIDDER'S OREGON CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER _____ EXPIRATION DATE _____

CERTIFIED BUSINESS ☐ YES ☐ NO

IF YES, PROVIDE CERTIFICATION NUMBER _____

The undersigned hereby certifies under penalty of perjury that the Bidder has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any required subcontracts.

TAX CERTIFICATION – The Bidder attests in writing that they have complied with the tax laws of this state and of political subdivision of this state for no fewer than six years preceding the date of the solicitation closing. Applicable tax laws include, but are not limited to, ORS 305.620, ORS Chapters 316, 317, and 318, any tax provisions imposed by a political subdivision that apply to the Bidder or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

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

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: _____ Date: _____

Signature _____

Name _____
(Please Print)

Title _____

Street Address _____ City _____ State _____ Zip _____

Phone _____ FAX _____

E-Mail _____

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION. IF SUBMITTING ELECTRONICALLY VIA PLANETBIDS, A SCANNED COPY WILL BE ACCEPTED. DIGITAL AND STAMPED SIGNATURES ARE NOT ACCEPTED.



SECTION 00 43 13 FORM OF BID BOND

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

an _____ Corporation,

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227 ("Obligee") the sum of

(\$ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the Obligee in response to Obligee's procurement document (_____) for the project identified as:

Title:

_____ which proposal or Bid is made a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____ 20____

PRINCIPAL:		BY ATTORNEY-IN-FACT:	
By _____		<i>Power-of-Attorney must accompany each surety bond</i>	
Signature		Name	
Official Capacity		Signature	
Attest:		Address	
SURETY: Corporation Secretary		City State Zip	
		Phone Fax	

SECTION 00 43 25 SUBSTITUTION REQUESTS (PRE-BID)

1.01. SUBSTITUTION REQUESTS

- A. During Bidding, the District and its architect will consider written Substitution Requests received at least 13 calendar days prior to Bid date. Requests received after that time **will not** be considered.
- B. Submit requests via email to the procurement contact listed on the first page of this document.
- C. Prepare separate requests for each product. Combined requests **may be rejected**.
- D. In making Substitution Requests, Bidder represents:
 - 1. Bidder has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. Bidder will provide the same guarantee for substitution as for product or method specified.
 - 3. Bidder will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
 - 4. Bidder waives all claims for additional costs related to substitutions which consequently become apparent.
- E. All accepted substitutions will be confirmed by inclusion in an addendum. Items not appearing in such addendum shall be deemed rejected.

1.02. SUBSTITUTION REQUEST FORM

- A. The Substitution Request Form is attached.



SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON
PORTLAND PUBLIC SCHOOLS

Exhibit I

SUBSTITUTION REQUEST FORM

TO:

SOLICITATION 2020-2811
NUMBER:

PROJECT NAME: Harrison Park Roof Replacement and Fall Protection

SPECIFIED
ITEM/PRODUCT:

Page No.

Item/Product No.

Description

PROPOSED SUBSTITUTION:

Attached data includes manufacturer's product description, specifications, drawings, photographs, performance and test data, and includes, when requested by the District, one (1) sample adequate for evaluation of the request including identification of applicable data portions.

Attached data also includes the description of changes to Contract Documents and the requirements of the proposed substitution for proper installation.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown (only if supplied with Bid documents).
2. Undersigned pays for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Request Submitted by:

Name (Printed or typed)

Signature

Vendor Name

Street Address

City, State, Zip

Date

Telephone Number

Email

Fax Number

Architect Approval:

☐ Approved ☐ Approved as noted
☐ Not Approved ☐ Received too late

By

Date

Remarks:

For use by Portland Public Schools Staff:

☐ Approved ☐ Approved as noted
☐ Not Approved ☐ Received too late

By

Date

Remarks:



SECTION 00 43 36 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

SCHOOL DISTRICT NO. 1J
PORTLAND PUBLIC SCHOOLS
MULTNOMAH COUNTY, OREGON

PROJECT NAME: _____

BID #: _____ BID CLOSING DATE: _____ TIME: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME	CATEGORY OF WORK	DOLLAR VALUE
1.		\$
2.		\$
3.		\$

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

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name): _____

Contact Name: Phone #: _____

Deliver Form to Agency: Via E-Mail or PlanetBids Submittal

Person Designated to Receive form: Brandon Niles

Agency's Address: 501 North Dixon Street, Portland, Oregon 97227

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

SECTION 00 45 13 BIDDER'S QUALIFICATIONS

- 1.01 Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for award of Contract.

Prior to award and execution of a Contract, the District will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375 and PPS Rule 49-0390. See also PPS Rule 49-0440(1)(c)(H). In doing so, the District may investigate Bidder and request information in addition to that already required in this document, when the District, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the District to obtain any information that the District deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder which is not otherwise disqualified. (Refer to ORS 279C.375 and PPS Rules 49-0390 and 49-0440).

The District may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsive and shall constitute grounds for Bid rejection, as required under PPS Rule 49-0390.

Any Bidder who fails to submit a completed form will be deemed to be non-responsive and will not be considered for Award of Contract.

- 1.02 Bidder's Responsibility Information Form is attached.

BIDDER'S RESPONSIBILITY INFORMATION FORM
PAGE 1 OF 5

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal.)

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal).

BIDDER'S RESPONSIBILITY INFORMATION FORM
PAGE 2 OF 5

5. OREGON CONSTRUCTION CONTRACTORS BOARD LICENSING: Is Bidder licensed with the Oregon Construction Contractors Board at the time Bidder submits a Bid for the Work under this ITB? YES / NO If "YES" indicate Oregon Construction Contractors Board license number and expiration date.

6. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments). If the Bidder cannot document three such projects, the Bidder may submit alternative documentation of one or more similar projects where the Bidder did not achieve substantial completion within 105% of the final contract time, a calculation of the total percentage of time over the final contract time necessary to achieve substantial completion, and an explanation as to why the required additional time was beyond the Bidder's control. **If Bidder has contracted with the District in the past three (3) years, Bidder must include Bidder's most recent project with District in this response.**

7. DEBARMENT: Has Bidder been debarred by any public agency within the past two (2) years? YES / NO If "YES" identify the public agencies.

8. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s).

BIDDER'S RESPONSIBILITY INFORMATION FORM**PAGE 3 OF 5**

9. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s).

10. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default from a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder.

11. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder shall obtain payment bond and performance bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address.

12. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder's company on any contracts which have been performed or are in the course of being performed? YES / NO If "YES" identify the project and explain the nature of the claims.

13. REVOKED LICENSE: Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If "YES" explain the underlying reason for the revocation of the license.

BIDDER’S RESPONSIBILITY INFORMATION FORM

PAGE 4 OF 5

14. CRIMINAL OFFENSE: Has Bidder’s company or any key person in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES / NO

15. DEMAND ON PERFORMANCE BOND: In the last five years, has an owner ever made a demand on your performance bond? YES / NO

16. TERMINATION OF BONDING/INSURANCE COVERAGE: In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / NO

17. CITATIONS OR ENFORCEMENT ACTIONS. Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / NO If so, please state the date, nature, and final resolution of every such citation or enforcement action."

18. BONDING. What is the largest contract you have had bonded through the surety company named in Question #11 above? Please identify the project name, the nature of the project, the date of the project and the original contract price.

PAGE 5 OF 5**BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. PLEASE NOTE: If a different form is used, it must still include ALL information required below, including a project description. **If Bidder has contracted with the District in the past five (5) years, Bidder must include Bidder's most recent project with the District as one of its references.**

Project Reference #1	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:
Project Reference #2	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:
Project Reference #3	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:

Failure to submit the above-required information to the satisfaction of the District may render the Bid non-responsive.

SECTION 00 52 13 AGREEMENT FORM

1.01 FORM OF AGREEMENT

- A. The Contract between the Owner and the selected contractor for the Work of this project, will be executed on the Portland Public Schools, School District 1J, Multnomah County, Oregon Large Construction Contract.
- B. A sample copy of the Contract is attached as Attachment A.

**SECTION 00 61 13 FORM OF PERFORMANCE BOND****PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT #1J,
MULTNOMAH COUNTY, OREGON**

Bond No. _____ Bond Value: \$ _____ Invitation to Bid No. _____

Principal: _____ Address: _____ Phone: _____	Surety: _____ Address: _____ Phone: _____	Obligee: Portland Public Schools, School District No. 1J, Multnomah County, Oregon Address 501 North Dixon Street Portland, Oregon 97227 Phone (503) 916-3795
---	--	--

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: _____

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

and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, including without limitation warranty and maintenance work required under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

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

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

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

Dated this _____ day of _____ 20 _____

PRINCIPAL:

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY:

BY ATTORNEY-IN-FACT:

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

Name

Signature

Address

City

State

Zip

Phone

Fax



SECTION 00 61 14 FORM OF LABOR AND MATERIAL PAYMENT BOND

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J MULTNOMAH COUNTY, OREGON

Bond No. _____ Bond Value: \$ _____ Invitation to Bid No. _____

Principal:	Surety:	Obligee:	Portland Public Schools, School District No. 1J, Multnomah County, Oregon
Address:	Address:	Address	501 North Dixon Street Portland, Oregon 97227
Phone:	Phone:	Phone	(503) 916-3795

Agreement: Principal has entered into a contract ("Contract") with Obligor for the following Project: _____

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

and

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

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

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

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

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

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

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

Dated this _____ day of _____ 20 _____

PRINCIPAL:

By:

Signature

Official Capacity

Attest:

Corporation Secretary

SURETY:

BY ATTORNEY-IN-FACT:

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

Name

Signature

Address

City

State

Zip

Phone

Fax

SECTION 00 72 13 GENERAL CONDITIONS

1.01 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

A. The General Conditions are included in Attachment A.



ADDENDUM NO. 1

April 3, 2020

Exhibit J
PORTLAND PUBLIC SCHOOLS
Purchasing & Contracting
501 North Dixon Street • Portland, OR 97227
(503) 916-3305 • Fax: (503) 916-3109

ITB NO: 2020-2811
TITLE: Harrison Park Roof Replacement and Fall Protection
BIDS DUE: April 23, 2020 **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 **Bidder's Signature Page** of the Specification Documents prior to submission.

1. There is no change to the bid due date.
2. **REMOVE AND REPLACE**
 - 2.1. Remove "**ATTACHMENT E - Drawings.pdf**" and Replace with "**ATTACHMENT E - Drawings - Revised.pdf**"
 - 2.2. Remove "**ATTACHMENT F - Specifications.pdf**" and Replace with "**ATTACHMENT F - Specifications - Revised.pdf**"
3. **QUESTIONS / ANSWERS**
 - 3.1. **Q: We are requesting text-based PDF or "true" PDF's rather than image-based/scanned specs. The scan files do not allow us to search the docs and the bookmarks are missing.**
A: See Attached.

Paul Williams

Paul Williams, CPPB
Senior Manager Solicitations, Purchasing & Contracting

END OF ADDENDUM NO. 1



ADDENDUM NO. 2

April 13, 2020

Exhibit K
PORTLAND PUBLIC SCHOOLS

Purchasing & Contracting

501 North Dixon Street • Portland, OR 97227
(503) 916-3305 • Fax: (503) 916-3109

RFP NO: 2020-2811

TITLE: Harrison Park Roof Replacement and Fall Protection

PROPOSALS DUE: April 23, 2020 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. **There is no change to the bid due date.**

2. **ADDITIONS**

2.1. ***"Plan Holders List from PlanetBids 041320.pdf"***

2.2. ***"Pre Bid Roster from Optional Meeting.pdf"***

2.3. ***"Specification Section 00 01 15 LIST OF DRAWINGS.pdf"*** including Detail 14/A3-712-Wall Flashing at Standing Seam Roof, see sketch RA3-5

3. **CHANGES**

3.1. **Specifications**

1. 01 11 00 SUMMARY: **REVISE** 1.03 WORK COVERED BY THE CONTRACT DOCUMENTS. Revised Project Descriptions for each school.
2. 07 22 70 FALL PROTECTION DEVICES, 2.03 MANUFACTURED ASSEMBLIES, ADD Items D. and E. wall-mount anchor type, sloped roof anchor type.
3. 07 52 00 MODIFIED BITUMINOUS MEMBRANE ROOFING, 2.03 ACCESSORIES, ADD Item H. Walk Pads. Refer also to 3.01 Item M added for associated change.
4. 07 71 23 GUTTERS AND DOWNSPOUTS, 2.02 ACCESSORIES, ADD Item F. Splash blocks. Refer also to 1.01, 1.03, and 3.04 for associated changes.

3.2. **Drawings**

5. **REVISE** Detail 14/A3-711 – 'TYPICAL SCUPPER INFILL – DS3': see sketch RA3-2.
6. **REVISE** Detail 1/A3-712 – 'TYPICAL PARAPET P1': see sketch RA3-3.
7. **REVISE** Detail 6/A3-712 – 'ROOF TRANSITION': see sketch RA3-4.

4. **CLARIFICATIONS**

4.1 **Drawings**

REVISE Detail 9/A3-501 – 'LONGITUDINAL SECTION AT (E) STAIR CURB: Add structural welding annotations. See sketch RA3-1.

5. **SUBSTITUTIONS**

5.1 **Specifications:**

Section	Description	Vendor	Approved
1. 09 51 23	Acoustical Tile Ceilings	Valhalla Construction Products	No
See Compiled Substitution Request Document (2020-04-09_PPS HS G2_HP_ADD2_Sub Req Combined.pdf) for Notes and additional information.			

Paul Williams

Paul Williams, CPPB
Senior Manager Solicitations, Purchasing & Contracting

END OF ADDENDUM NO. 2

00 01 15
LIST OF DRAWINGS

OCKLEY GREEN

SHEET NUMBER SHEET NAME

GENERAL

G1-001	COVER SHEET
G1-002	ABBREVIATIONS, LEGENDS AND NOTES
G1-003	GENERAL MOUNTING HEIGHTS AND CLEARANCES
G1-101	SITE PLAN
G1-201	CODE SUMMARY
G1-202	FIRE & LIFE SAFETY PLAN - FIRST FLOOR
G1-203	FIRE & LIFE SAFETY PLAN - SECOND FLOOR

ARCHITECTURAL

AD1-201	FIRST FLOOR DEMOLITION PLAN
AD1-202	SECOND FLOOR DEMOLITION PLAN
AD1-211	DEMOLITION REFLECTED CEILING PLAN - FIRST FLOOR
AD1-212	DEMOLITION REFLECTED CEILING PLAN - SECOND FLOOR
AD1-221	DEMOLITION OVERALL ROOF PLAN
AD1-221A	DEMOLITION ROOF PLAN - SECTOR 1
AD1-221B	DEMOLITION ROOF PLAN - SECTOR 2
AD1-231	DEMOLITION ENLARGED PLANS & INTERIOR ELEVATIONS
AD1-501	DEMOLITION STAIR PLANS & SECTIONS
AD1-502	DEMOLITION STAIR PLANS & SECTIONS
AD1-503	DEMOLITION STAIR PLANS & SECTIONS
AD1-504	DEMOLITION STAIR PLANS & SECTIONS
AD1-505	DEMOLITION STAIR PLANS & SECTIONS
A1-201	FIRST FLOOR OVERALL PLAN
A1-202	SECOND FLOOR OVERALL PLAN
A1-211	FIRST FLOOR REFLECTED CEILING PLAN
A1-212	SECOND FLOOR REFLECTED CEILING PLAN
A1-221	OVERALL ROOF PLAN
A1-221A	ROOF PLAN - SECTOR 1
A1-221B	ROOF PLAN - SECTOR 2
A1-222	FALL PROTECTION ROOF PLAN
A1-222A	FALL PROTECTION ROOF PLAN - SECTOR 1
A1-222B	FALL PROTECTION ROOF PLAN - SECTOR 2
A1-231	ENLARGED PLANS & INTERIOR ELEVATIONS
A1-301	EXTERIOR ELEVATIONS
A1-501	STAIR PLANS & SECTIONS
A1-502	STAIR PLANS & SECTIONS
A1-503	STAIR PLANS & SECTIONS
A1-504	STAIR PLANS & SECTIONS
A1-505	STAIR PLANS & SECTIONS
A1-701	INTERIOR DETAILS
A1-711	EXTERIOR DETAILS
A1-712	EXTERIOR DETAILS
A1-713	FALL PROTECTION & LADDER DETAILS
A1-714	SKYLIGHT DETAILS
A1-901	3D IMAGES AND ISOMETRICS

STRUCTURAL

S1-001	COVER SHEET
S1-002	GENERAL NOTES
S1-003	GENERAL NOTES CONTINUED
S1-004	SPECIAL INSPECTIONS

00 01 15
LIST OF DRAWINGS

S1-101	BUILDING YEAR PLAN
S1-221A	ROOF PLAN - SECTOR 1
S1-221B	ROOF PLAN - SECTOR 2
S1-501	DETAILS
S1-502	DETAILS
S1-503	FALL PROTECTION DETAILS

MECHANICAL

M1-001	SYMBOL LIST & GENERAL NOTES - MECHANICAL
MD1-221	ROOF DEMOLITION PLAN - MECHANICAL
M1-221	OVERALL ROOF PLAN - MECHANICAL
M1-401	ENLARGED PLANS - MECHANICAL
M1-701	DETAILS - MECHANICAL
M1-801	SCHEDULES – MECHANICAL

PLUMBING

P1-001	SYMBOL LIST & GENERAL NOTES - PLUMBING
PD1-201	FIRST FLOOR DEMOLITION PLAN - PLUMBING
PD1-221	OVERALL DEMOLITION ROOF PLAN - PLUMBING
P1-201	FIRST FLOOR PLAN - PLUMBING
P1-221	OVERALL ROOF PLAN - PLUMBING
P1-701	DETAILS - PLUMBING
P1-801	SCHEDULES – PLUMBING

ELECTRICAL

E1-001	SYMBOL LIST & GENERAL NOTES - ELECTRICAL
ED1-221	ROOF DEMOLITION PLAN - POWER
E1-201	FIRST FLOOR PLAN - POWER
E1-202	SECOND FLOOR PLAN - POWER
E1-221	ROOF PLAN – POWER

HAZARDOUS MATERIAL

HM1-201	HAZARDOUS MATERIAL ABATEMENT - FIRST FLOOR PLAN
HM1-202	HAZARDOUS MATERIAL ABATEMENT - SECOND FLOOR PLAN
HM1-221	HAZARDOUS MATERIAL ABATEMENT - ROOF PLAN

00 01 15
LIST OF DRAWINGS

WOODLAWN

SHEET NUMBER SHEET NAME

GENERAL

G2-001	COVER SHEET
G2-002	ABBREVIATIONS, LEGENDS AND NOTES
G2-003	GENERAL MOUNTING HEIGHTS AND CLEARANCES
G2-101	SITE PLAN
G2-201	CODE SUMMARY
G2-202	FIRE & LIFE SAFETY PLANS

ARCHITECTURAL

AD2-201	DEMOLITION PLANS
AD2-211	DEMOLITION REFLECTED CEILING PLANS
AD2-221	DEMOLITION OVERALL ROOF PLAN
AD2-221A	DEMOLITION ROOF PLAN - SECTOR 1
AD2-221B	DEMOLITION ROOF PLAN - SECTOR 2
AD2-231	DEMOLITION ENLARGED PLANS & INTERIOR ELEVATIONS
AD2-501	DEMOLITION STAIR PLANS & SECTIONS
AD2-502	DEMOLITION STAIR PLANS & SECTIONS
AD2-503	DEMOLITION STAIR PLANS & SECTIONS
AD2-504	DEMOLITION STAIR PLANS & SECTIONS
A2-201	FLOOR PLANS
A2-211	REFLECTED CEILING PLANS
A2-221	OVERALL ROOF PLAN
A2-221A	ROOF PLAN - SECTOR 1
A2-221B	ROOF PLAN - SECTOR 2
A2-222	FALL PROTECTION OVERALL ROOF PLAN
A2-222A	FALL PROTECTION ROOF PLAN - SECTOR 1
A2-222B	FALL PROTECTION ROOF PLAN - SECTOR 2
A2-231	ENLARGED PLANS & INTERIOR ELEVATIONS
A2-301	EXTERIOR ELEVATIONS
A2-501	STAIR PLANS & SECTIONS
A2-502	STAIR PLANS & SECTIONS
A2-503	STAIR PLANS & SECTIONS
A2-504	STAIR PLANS & SECTIONS
A2-701	INTERIOR DETAILS
A2-711	EXTERIOR DETAILS
A2-712	EXTERIOR DETAILS
A2-713	FALL PROTECTION & LADDER DETAILS
A2-901	3D IMAGES AND ISOMETRICS

STRUCTURAL

S2-001	COVER SHEET
S2-002	GENERAL NOTES
S2-003	GENERAL NOTES CONTINUED
S2-004	SPECIAL INSPECTIONS
S2-101	BUILDING YEAR PLAN
S2-221A	ROOF PLAN - SECTOR 1
S2-221B	ROOF PLAN - SECTOR 2
S2-501	DETAILS
S2-502	DETAILS
S2-601	FALL PROTECTION DETAILS

00 01 15
LIST OF DRAWINGS

MECHANICAL

M2-001	SYMBOLS LIST & GENERAL NOTES - MECHANICAL
MD2-221	ROOF DEMOLITION PLAN - MECHANICAL
M2-221	ROOF PLAN - MECHANICAL
M2-401	ENLARGED PLANS
M2-701	DETAILS - MECHANICAL
M2-801	SCHEDULES - MECHANICAL

PLUMBING

P2-001	SYMBOLS LIST & GENERAL NOTES - PLUMBING
PD2-201	FIRST FLOOR DEMOLITION PLAN - PLUMBING
PD2-202	SECOND FLOOR DEMOLITION PLAN - PLUMBING
PD2-221	ROOF DEMOLITION PLAN - PLUMBING
P2-201	FIRST FLOOR PLAN - PLUMBING
P2-202	SECOND FLOOR PLAN - PLUMBING
P2-221	ROOF PLAN - PLUMBING
P2-701	DETAILS - PLUMBING
P2-801	SCHEDULES - PLUMBING

ELECTRICAL

E2-001	SYMBOLS LIST & GENERAL NOTES - ELECTRICAL
ED2-221	ROOF DEMOLITION PLAN - POWER
E2-202	SECOND FLOOR PLAN - POWER
E2-221	ROOF PLAN - POWER

HAZARDOUS MATERIAL

HM2-201	HAZARDOUS MATERIAL ABATEMENT – FIRST FLOOR PLAN
HM2-202	HAZARDOUS MATERIAL ABATEMENT – SECOND FLOOR PLAN
HM2-221	HAZARDOUS MATERIAL ABATEMENT – ROOF PLAN

00 01 15
LIST OF DRAWINGS

HARRISON PARK**SHEET NUMBER SHEET NAME****GENERAL**

G3-001	COVER SHEET
G3-002	ABBREVIATIONS, LEGENDS AND NOTES
G3-003	GENERAL MOUNTING HEIGHTS AND CLEARANCES
G3-101	SITE PLAN
G3-201	CODE SUMMARY
G3-202	FIRE & LIFE SAFETY PLAN

ARCHITECTURAL

AD3-201	DEMOLITION FIRST & MEZZANINE FLOOR PLANS
AD3-211	DEMOLITION REFLECTED CEILING PLANS
AD3-221	DEMOLITION OVERALL ROOF PLAN
AD3-221A	DEMOLITION ROOF PLAN - SECTOR 1
AD3-221B	DEMOLITION ROOF PLAN - SECTOR 2
AD3-221C	DEMOLITION ROOF PLAN - SECTOR 3
AD3-221D	DEMOLITION ROOF PLAN - SECTOR 4
AD3-221E	DEMOLITION ROOF PLAN - SECTOR 5
AD3-221F	DEMOLITION ROOF PLAN - SECTOR 6
AD3-221G	DEMOLITION ROOF PLAN - SECTOR 7
AD3-231	DEMOLITION ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS
AD3-501	DEMOLITION STAIR PLANS AND SECTIONS
A3-201	FIRST & MEZZANINE FLOOR PLANS
A3-211	REFLECTED CEILING PLANS
A3-221	OVERALL ROOF PLAN
A3-221A	ROOF PLAN - SECTOR 1
A3-221B	ROOF PLAN - SECTOR 2
A3-221C	ROOF PLAN - SECTOR 3
A3-221D	ROOF PLAN - SECTOR 4
A3-221E	ROOF PLAN - SECTOR 5
A3-221F	ROOF PLAN - SECTOR 6
A3-221G	ROOF PLAN - SECTOR 7
A3-222	OVERALL FALL PROTECTION PLAN
A3-222A	FALL PROTECTION PLAN - SECTOR 1
A3-222B	FALL PROTECTION PLAN - SECTOR 2
A3-222C	FALL PROTECTION PLAN - SECTOR 3
A3-222D	FALL PROTECTION PLAN - SECTOR 4
A3-222E	FALL PROTECTION PLAN - SECTOR 5
A3-222F	FALL PROTECTION PLAN - SECTOR 6
A3-222G	FALL PROTECTION PLAN - SECTOR 7
A3-231	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS
A3-301	EXTERIOR ELEVATIONS
A3-302	EXTERIOR ELEVATIONS
A3-501	STAIR PLANS, SECTIONS, & DETAILS
A3-711	EXTERIOR DETAILS
A3-712	EXTERIOR DETAILS
A3-713	FALL PROTECTION & LADDER DETAILS
A3-901	3D IMAGES AND ISOMETRICS

STRUCTURAL

S3-001	COVER SHEET
S3-002	GENERAL NOTES
S3-003	GENERAL NOTES CONTINUED

00 01 15
LIST OF DRAWINGS

S3-004	SPECIAL INSPECTIONS
S3-101	BUILDING YEAR PLAN
S3-221A	ROOF PLAN - SECTOR 1
S3-221B	ROOF PLAN - SECTOR 2
S3-221C	ROOF PLAN - SECTOR 3
S3-501	DETAILS
S3-502	DETAILS
S3-601	FALL PROTECTION DETAILS

MECHANICAL

M3-001	SYMBOL LIST & GENERAL NOTES - MECHANICAL
MD3-201	ROOF DEMOLITION PLAN - MECHANICAL
M3-221	ROOF PLAN - MECHANICAL
M3-401	ENLARGED PLANS - MECHANICAL
M3-402	SECTIONS - MECHANICAL
M3-701	DETAILS - MECHANICAL
M3-801	SCHEDULES - MECHANICAL

PLUMBING

P3-001	SYMBOL LIST & GENERAL NOTES - PLUMBING
PD3-221	ROOF DEMOLITION PLAN - PLUMBING
P3-221	ROOF PLAN - PLUMBING
P3-701	DETAILS - PLUMBING
P3-801	SCHEDULES - PLUMBING

ELECTRICAL

E3-001	SYMBOL LIST & GENERAL NOTES - ELECTRICAL
ED3-201	FIRST FLOOR DEMOLITION PLAN - ELECTRICAL
ED3-221	ROOF DEMOLITION PLAN - POWER
E3-201	FIRST FLOOR PLAN - POWER
E3-221	ROOF PLAN - POWER

HAZARDOUS MATERIAL

HM3-201	HAZARDOUS MATERIAL - FIRST & MEZZANINE FLOOR PLANS
HM3-221	HAZARDOUS MATERIAL - ROOF PLAN

END OF SECTION

01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Related Requirements
- B. Work Covered by Contract Documents.
- C. Contract Method.
- D. Permits and Fees
- E. Work by the District or Others.
- F. Contractor's Use of Site and Premise.

1.02 RELATED REQUIREMENTS

- A. General Conditions of the Contract for Construction.

1.03 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. All work shall be performed on the Portland Public Schools located at:
 - 1. Harrison Park School, 2225 SE 87th Ave, Portland, OR 97216
 - 2. Ockley Green School, 6031 N. Montana Ave, Portland, OR 97217
 - 3. Woodlawn Elementary School, 7200 NE 11th Ave. Portland, OR 97211
- B. The Work shall include all supplies, tools, equipment, scaffolding, transportation, utilities, service, superintendence, labor, and the furnishing of all materials, items, and accessories needed for the Project.
 - 1. All on-site work, including demolition, installation, and final cleaning is required to be completed during the regularly scheduled hours. Contractor is to coordinate work to accommodate the continuous operation of the adjacent streets and utilities, without interruption or hindrance.
 - 2. The Contractor shall provide for all scheduling, coordination, cutting and patching and all other items required by the Contract Documents to complete the Work.
 - 3. The contractor will be required to learn and use Owners Project Management database (e-Builder) for this project.
- C. Work of this Contract, as more completely detailed in the Contract Documents consists of the described scope of work at three Portland Public School. The scope of work includes, but is not limited to, the following elements:

HARRISON PARK SCHOOL

ROOF REPLACEMENT & FALL PROTECTION

- 1. ARCHITECTURAL
 - a. Re-roof with SBS roofing materials and rigid insulation or as indicated on plan.
 - b. Replace existing roof hatches to meet OSHA requirements.
 - c. Improve window sills at select locations to accommodate new roof level.
 - d. Raise existing parapets as required to accommodate new roof level.
 - e. Replace parapet coping as indicated on plan.
 - f. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
 - g. Replace existing roof ladders and add new roof ladders as required to meet OSHA standards.
 - h. Install roof fall protection anchors and lifelines to comply with OSHA standards.
 - i. Install roof guardrails for fall protection to comply with OSHA standards.
 - j. Provide new roof hatch guardrails to meet OSHA standards.
- 2. STRUCTURAL
 - a. Strengthen existing plywood roof diaphragms and connections to structure.
 - b. Strengthen existing plywood roof diaphragms around roof steps and changes in elevation due to skylights.

01 11 00 – SUMMARY OF WORK

- c. Provide structural strengthening as required to support fall protection systems.
- 3. MECHANICAL
 - a. Demolish, relocate, or install HVAC items within area of work.
 - b. Provide new motorized dampers where existing penetrations will remain.
 - c. Replace existing air handling units.
 - d. Modify interior ductwork as required.
 - e. Demolish and replace exterior ductwork.
- 4. PLUMBING
 - a. Provide new roof drains and roof overflow drains.
 - b. Replace flashing at all vents within areas of full roof replacement.
 - c. Relocate existing gas line.
- 5. **ELECTRICAL**
 - a. **Demolish, relocate, or install related electrical items within areas of work as required to support mechanical scope.**
 - b. **Provide new receptacles to provide for future rooftop maintenance, and as required by code.**
 - c. **Remove and reinstall lighting in areas of interior work.**
 - d. **Provide connections for automatic door openers.**

ROOF MAINTENANCE

- 6. ARCHITECTURAL
 - a. Install Silicone Coating System in areas of observed ponding as indicated on plan.
 - b. Install Liquid Applied Flashing System at areas of observed water intrusion or as indicated on plan.
 - c. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
- 7. MECHANICAL
 - a. Replace existing exhaust fan as indicated on plan.
- 8. PLUMBING
 - a. Repair damaged roof drains as indicated on plan.
- 9. ADA UPGRADES
 - a. Upgrade ~~classroom~~ door hardware to meet ADA standards as indicated on plan.
 - b. Upgrade restrooms to be compliant as indicated on plan.
 - c. Improve handrails **and guardrails** at stairs to Mezzanine level as required to meet ADA standards.
 - d. **Provide automatic door operators as indicated on plan.**
- 10. HAZARDOUS MATERIAL
 - a. Abate hazardous materials as noted on drawings and when encountered during construction.
- ~~11. WOODLAWN SCHOOL~~

WOODLAWN SCHOOLROOF REPLACEMENT & FALL PROTECTION

- 12. ARCHITECTURAL

01 11 00 – SUMMARY OF WORK

- a. Re-roof with SBS roofing materials and rigid insulation or as indicated on plan.
- ~~b. Replace existing roof hatches to meet OSHA requirements.~~
- ~~c. Improve window sills at select locations to accommodate new roof level.~~
- d. Raise existing parapets as required to accommodate new roof level.
- e. Replace parapet coping as indicated on plan.
- ~~f. Replace skylights to meet OSHA standards as indicated on plan.~~
- g. Replace scuppers, gutters, and downspouts as indicated on plan.
- h. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
- i. Replace existing roof ladders and add new roof ladders as required to meet OSHA standards.
- j. Install roof fall protection anchors and lifelines to comply with OSHA standards.
- ~~k. Install roof guardrails for fall protection to comply with OSHA standards.~~
- ~~l. Provide new roof hatch guardrails to meet OSHA standards.~~

13. STRUCTURAL

- a. Strengthen existing roof diaphragms and connections to structure.
- b. Strengthen existing roof diaphragms around roof steps and changes in elevation due to skylights.
- c. Strengthen both in-plane and out-of-plane connections between diaphragms and concrete walls as indicated.
- d. Provide strapping to strengthen diaphragm cross-ties as indicated.
- e. Provide structural strengthening as required to support fall protection systems.

14. MECHANICAL

- a. Demolish, relocate, or install HVAC items within area of work.
- b. Provide new motorized dampers where existing penetrations will remain.
- c. Fill in and re-roof over penetrations as indicated.
- d. Replace existing air handling units.
- e. Modify interior ductwork as required.
- f. Demolish and replace exterior ductwork as indicated.

15. PLUMBING

- a. Provide new roof drains and roof overflow drains.
- b. Replace flashing at all vents within areas of full roof replacement.
- c. Relocate existing gas line.
- d. Relocate restroom fixtures in ADA compliant locations.**
- e. Replace sinks, faucets, and controls with ADA compliant fixtures as indicated on plan.**

16. ELECTRICAL

- a. Demolish, relocate, or install related electrical items within areas of work as required to support mechanical scope.
- b. Provide new receptacles to provide for future rooftop maintenance, and as required by code.
- c. Remove and reinstall lighting in areas of interior work.**
- d. Provide connections for automatic door openers.**

ROOF MAINTENANCE

17. ARCHITECTURAL

- a. Install Silicone Coating System in areas of observed ponding as indicated on plan.
- b. Install Liquid Applied Flashing System at areas of observed water intrusion or as indicated on plan.

01 11 00 – SUMMARY OF WORK

- c. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
- 18. MECHANICAL
 - a. Replace existing exhaust fan as indicated on plan.
- 19. PLUMBING
 - a. Repair damaged roof drains as indicated on plan.
- 20. ADA UPGRADES
 - a. ~~Provide operational access control (card reader at elevator).~~
 - b. Upgrade restrooms to be compliant as indicated on plan.
 - c. Improve handrails at indicated interior stairs as required to meet ADA standards.
 - d. Where indicated on plans, upgrade student restroom sink controls to ADA compliant for both hot and cold functions.
 - e. **Provide automatic door operators as indicated on plan.**
- 21. HAZARDOUS MATERIAL
 - a. Abate hazardous materials as noted on drawings and when encountered during construction.

OCKLEY GREEN SCHOOL**ROOF REPLACEMENT & FALL PROTECTION**

- 22. ARCHITECTURAL
 - a. Re-roof with SBS roofing materials and rigid insulation or as indicated on plan.
 - b. Replace existing roof hatches to meet OSHA requirements.
 - c. ~~Improve window sills at select locations to accommodate new roof level.~~
 - d. Raise existing parapets as required to accommodate new roof level.
 - e. Replace parapet coping as indicated on plan.
 - f. Replace skylights to meet OSHA standards as indicated on plan.
 - g. Replace scuppers, gutters, and downspouts as indicated on plan.
 - h. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.
 - i. Replace existing roof ladders and add new roof ladders as required to meet OSHA standards.
 - j. Install roof fall protection anchors and lifelines to comply with OSHA standards.
 - k. ~~Install roof guardrails for fall protection to comply with OSHA standards.~~
 - l. Provide new roof hatch guardrails to meet OSHA standards.
- 23. STRUCTURAL
 - a. Strengthen existing roof diaphragms and connections to structure.
 - b. Strengthen existing roof diaphragms around roof steps and changes in elevation due to skylights.
 - c. Strengthen both in-plane and out-of-plane connections between diaphragms and concrete walls as indicated.
 - d. Provide strapping to strengthen diaphragm cross-ties as indicated.
 - e. Provide structural strengthening as required to support fall protection systems.
- 24. MECHANICAL
 - a. Demolish, relocate, or install HVAC items within area of work.

01 11 00 – SUMMARY OF WORK

- b. Provide new motorized dampers where existing penetrations will remain.
- c. Fill in and re-roof over penetrations as indicated.
- d. Replace existing air handling units.
- e. Modify interior ductwork as required.
- f. Demolish and replace exterior ductwork as indicated.

25. PLUMBING

- a. Provide new roof drains and roof overflow drains.
- b. Replace flashing at all vents within areas of full roof replacement.
- c. Relocate existing gas line.
- d. **Relocate restroom fixtures in ADA compliant locations.**

26. ELECTRICAL

- a. Demolish, relocate, or install related electrical items within areas of work as required to support mechanical scope.
- b. Provide new receptacles to provide for future rooftop maintenance, and as required by code.
- c. **Remove and reinstall lighting in areas of interior work.**

ROOF MAINTENANCE

27. ARCHITECTURAL

- a. Install Silicone Coating System in areas of observed ponding as indicated on plan.
- b. Install Liquid Applied Flashing System at areas of observed water intrusion or as indicated on plan.
- c. Repair interior damage to ceilings, walls, finishes, and floors where water intrusion has been observed.

28. MECHANICAL

- a. Replace existing exhaust fan as indicated on plan.

29. PLUMBING

- a. Repair damaged roof drains as indicated on plan.

30. ADA UPGRADES

- a. Upgrade ~~classroom~~ door hardware to meet ADA standards as indicated on plan.
- b. Upgrade restrooms to be compliant as indicated on plan.
- c. Improve handrails at indicated interior stairs as required to meet ADA standards.

31. HAZARDOUS MATERIAL

- a. Abate hazardous materials as noted on drawings and when encountered during construction.

1.04 Contract Method

- A. Construct the work under a Stipulated Sum Contract, furnished by the Owner.

1.05 Permits and Fees

- A. The Owner will provide the building permits. All other permits will be the responsibility of the Contractor.
- B. The project will be enrolled in the Facilities Permit Program. All permits pulled by the Contractor shall be through the Facilities Permit Program.

01 11 00 – SUMMARY OF WORK

1.06 Work by THE DISTRICT or OTHERS

- A. If District-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, the District will determine the sequence of work under all contracts. "Contractor's Use of Site and Premises" Articles in this Section outline the District's policies on use of site.
- B. Coordinate Work with utilities of the District and public or private agencies.
- C. The Contractor shall afford the District and the Owner's separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

1.07 OWNER FURNISHED PRODUCTS INSTALLED BY CONTRACTOR (OFCI)

- A. Owner Furnished Products: Unless otherwise specified in the Special Provisions, Materials listed as Agency-Furnished will be available to the Contractor at no additional cost to the Contractor.
 - 1. The Owner will furnish and pay for products, as described in the following Specifications:
 - a. None.
- B. Contractor Responsibilities:
 - 1. To designate delivery dates of OFCI products in the Contractor's Construction Schedule, using Owner furnished earliest possible delivery dates for OFCI products.
 - 2. To review shop drawings, product data, and samples and return them to Architect noting discrepancies or problems anticipated in use of product.
 - 3. To be responsible for receiving, unloading, and handling Owner furnished items at the site.
 - 4. To be responsible for protecting Owner furnished items from damage, including damage from exposure to the elements, and to repair or replace items damaged as result of Contractor's operations.
 - 5. To install and otherwise incorporate Owner furnished items into the Work.

1.08 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Construction operations are to be limited to areas indicated on contractor's logistics plan approved by the Owner
- B. Use of the Site:
 - 1. Do not unreasonably encumber Site or facility with materials and equipment.
 - 2. Do not load structure with weight that will endanger structure.
 - 3. Confine operations at the site to the areas permitted. Portions of the site beyond areas in which work is indicated are not to be disturbed.
 - 4. Keep existing driveways and entrances serving the premises clear and available at all times. Do not use parking for storage of materials.
 - 5. Move stored products which interfere with the District operations and other contractors.
 - 6. Assume full responsibility for the protection and safekeeping of stored products.
 - 7. Obtain and pay for use of additional storage land work areas needed for Contractor operations if necessary.
 - 8. Provide resources for trash removal. Facility dumpsters and trash cans cannot be used for Contractor's trash disposal. Contractor shall not interfere with District waste facilities and scheduled trash pickup.
 - 9. Lock automotive type vehicles and other mechanized or motorized construction equipment when parked and unattended. Do not leave vehicles or equipment unattended with the motor running or ignition key in place.
 - 10. Areas of the site which will be occupied by the Contractor or impacted by construction shall be restored to existing conditions. Contractor is responsible for damage caused by construction activities to playgrounds and surfaces not rated for heavy traffic.
 - 11. It is understood that the Contractor has the most knowledge about staging construction and the extent of restoration required. The Contract Documents therefore do not indicate new construction to replace existing.
 - 12. Landscaping damaged by the Contractor or associated activities shall be repaired to original conditions. All newly seeded or planted areas will be maintained through a period of

01 11 00 – SUMMARY OF WORK

establishment as determined as reasonable but not less than one growing season. Contractor shall follow requirements as indicated below:

- a. The Contractor shall be responsible for protecting seeded areas from damage and maintaining seeded areas as necessary to establish a complete coverage of the specified vegetation in a healthy and growing condition for 365 days from the date of substantial completion of the project.
 - b. Mowing: Mow all seeded areas as required to maintain in a healthy growing condition, and to control the germination and spread of noxious weeds. Mow a minimum of once per maintenance period. Line trimmers may be used where appropriate.
 - c. Re-Seeding: Upon detection of damaged or failing areas and areas showing unsatisfactory growth and coverage, the Contractor shall restore the area as necessary to establish a complete cover crop. Reseed using the seed mixes specified.
 - d. Provide necessary watering of seeded areas via temporary irrigation system or hand watering. Any irrigation system is subject to requirements for system use, such as approved backflow devices. Perform necessary site visits and observations to maintain the proper amounts of moisture in soils to promote healthy and vigorous plant growth. Correct conditions of over or under-watering as may be determined by weekly observations during the irrigation season.
13. Contractor is to protect existing trees in the vicinity of construction operations. No Work, staging, or vehicle traffic is to extend into the drip line of a tree. Contractor will be responsible for any and all penalties, fines, arborist reports, inspections, and required remediation steps for causing damage to a tree or its root system.
- C. Contractor's Use of the Existing Buildings:
1. Maintain the existing building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect building during construction period.
 2. Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from the accumulation of waste materials, rubbish, or construction debris.
 3. Contractor to ensure that non-construction areas remain free of construction dust throughout the course of the project.
 4. Entire perimeter will need to be secured with a construction fence.
 5. In the event of a water intrusion incident, the Contractor shall follow the below procedures:
 - a. Notify the District of the incident immediately.
 - b. Investigate the source of the water intrusion and put measures in-place to stop the infiltration of water or moisture into the building.
 - c. Hire a professional remediation company that is pre-approved by the District to manage and remediate the damage within 24 hours of becoming aware of the event.
 - d. If the areas impacted by the water intrusion are not sufficiently dried-out (as determined by moisture testing performed by a certified professional) within 48 hours to stop any potential mold growth, Contractor is to pay for a baseline mold test to be performed to establish whether any mold has started to grow. A final mold test will be required to clear the area after the remediation work is complete.
 - e. In addition to returning the affected areas to their original condition, Contractor is also responsible for replacing any FF&E that is damaged, paying for the necessary relocation of school operations, and paying for the District's employees and agents involved in managing and/or remediating the damage.
 6. All roof openings, skylights being demolished, and areas where the roofing has been removed shall be made temporarily waterproof using EPDM rubber roofing or an equivalent product that is a minimum of 40 mils thick. Visqueen, plastic tarps, and other similar products are not acceptable. Contractor is to include cost of both labor and materials for temporary waterproofing in base contract fee.
 7. Shrouding of existing furnishings, fixtures, and equipment:
 - a. The District shall gather all interior furnishings within each room affected by construction prior to the start of construction.
 - b. Contractor is to shroud all furnishings near the work zone to protect them from dust, debris, and liquids.

01 11 00 – SUMMARY OF WORK

- c. The District will restore furnishings to their former position at the end of the Work.
- d. Maintain clearance for circulation and egress within the halls.
- e. In addition to the above requirements, the contractor shall prepare a detailed temporary barrier plan that covers at a minimum the following:
 - i. Separating the work zones from the non-work zones.
 - ii. Flooring protection from demolition and new construction damage.
 - iii. Cover mechanical grilles to protect from dust migration and damage.
 - iv. Light fixtures protection from dust migration and damage.
 - v. Locker protection from dust migration and damage.
 - vi. Walk off mats at transitions from work zones to non-work zones to prevent dust migration.
 - vii. Temporary barriers shall be fully sealed and maintained so that they do not allow dust migration or passage of unauthorized personnel.
 - viii. All furniture, fixtures, and equipment exposed to dust hazard shall be covered with plastic.
 - ix. Areas that will be undergoing extensive demolition shall be isolated using hard-framed barriers with doors to contain the dust and debris.
- 8. Cleaning: Daily cleaning of all construction-related dust and debris is the responsibility of the Contractor. Contractor must remove dust that falls overnight from the previous night's work or over the weekend from weekend work prior to staff and students occupying the space. Required cleaning includes dust/debris on the floor, student desks, teacher desks, chairs, the top of light fixtures, the top of sprinkler piping and other exposed pipes and/or ducts, all classroom accessories (animal cages, furniture, sinks, cabinets, etc.), cardboard and other storage boxes, and all items in classrooms and other spaces affected by construction. Contractor will be back charged full cost of cleaning by Owner if Owner is required to clean up dust and debris from Contractor's construction operations.
- D. Contractor's Site Conduct:
 - 1. Identifying name tags will be worn at all times.
 - 2. No loitering in the school buildings.
 - 3. The site is a tobacco-free site. This means no smoking or chewing on the property.
 - 4. Keep the project free of pop cans, lunch wrappers, etc.
 - 5. The supervisor will review the scheduling of any work that is excessively noisy.
 - 6. Profanity is not acceptable.
 - 7. The wearing of clothing with logos displaying alcohol, tobacco, illegal substances, or suggestive themes is not acceptable attire.
 - 8. The Contractor, the Contractor's employees and all subcontractor's and subcontractor's employees who perform Work will be required to comply with the Owner's policies and procedures.
 - 9. Beyond courtesy, there should be no interaction between Contractor and the District's staff.
- E. Emergency Building Exits During Construction:
 - 1. Maintain required access to existing emergency exits as required by governing jurisdiction. Any changes made to the egress plan by the Contractor shall be the Contractor's responsibility to get it professionally designed and approved by the governing jurisdiction.
 - 2. Protect the public and the District's staff from construction hazards in the emergency egress pathways.
 - 3. Protection barriers from falling material hazards shall be professionally designed and submitted to the District for approval.

PART 2 – PRODUCTS – NOT USED**PART 3 – EXECUTION – NOT USED****END OF SECTION**

07 22 70
FALL PROTECTION DEVICES

PART 1 – GENERAL**1.01 SUMMARY**

- A. Section Includes: Roof tie-down system of fall restraint and fall arrest for worker safety.
- B. Related Sections:
 - a. Section 05 12 00 – Structural Steel Framing
 - b. Section 06 10 00 – Rough Carpentry
 - c. Section 07 52 00 – Modified Bituminous Membrane Roofing

1.02 REFERENCES

- A. American Institute of Steel Construction:
 - a. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges.
 - b. AISC 360 - Specification for Structural Steel Buildings.
- B. American Society for Testing and Materials (ASTM)
 - a. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
 - b. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- C. American National Standard Institute (ANSI)
 - a. ANSI Z359.1-2007 – Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
 - b. ANSI Z359.6-2009 – Specifications and Design Requirements for Active Fall Protection Systems
- D. American Welding Society (AWS):
 - a. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
 - b. AWS D1.1 - Structural Welding Code - Steel.
- E. Occupational Health And Safety Administration (OSHA)
 - a. OSHA 1926.502 – Fall Prevention Systems Criteria and Practices

1.03 SYSTEM DESCRIPTION

- A. General: Provide structural fall restraint and fall arrest system capable of withstanding loads and stresses within limits and under conditions specified in OSHA and other applicable safety codes. Provide fall protection system permanently attached to roof structure. Provide cable lifeline system to allow continuous travel between anchor points.
- B. Design Requirements: Anchors and accessories comprising system of following types:
 - a. Guardian CB Anchors, or approved equivalent, spaced as indicated by manufacturer, for safety snap connection by individual workers capable of withstanding an ultimate load of 5,000-pound or an ultimate load determined per the requirements of OSHA 1926.502(d)(8) with a safety factor of 2. Cable lifeline to pass through intermediate anchor attachment points, restrained at either end by steel shackle and cable fist grips; detaching and reattaching to the system at intermediate anchors required.
 - b. In-line shock absorber; 1 each for total lifeline span length up to 60' and 2 each for total lifeline span length greater than 60' and up to 100'.
- C. Performance Requirements: System and components tested for the resistance of the following loads:
 - a. Fall Restraint: 4 Users
 - b. Fall Arrest: 2 Users
 - c. Design fall protection anchors to resist an ultimate load of 5,000-pounds applied in any direction at maximum anchor height or provide engineered system designed meeting the requirements of OSHA 1926.502(d)(8).

07 22 70 - FALL PROTECTION DEVICES

- d. Design system to limit loads on horizontal lifeline anchors to 2,500 pounds.
- D. Layout Design Requirements: The anchor and lifeline layout in the contract documents indicates the design intent for the fall protection system, but it is the responsibility of the fall protection vendor to validate and confirm the appropriate locations for all fall protection elements to provide a safe and functional system in compliance with OSHA regulations. Verify layout of fall protection system relative to existing conditions and roof geometry, including existing obstructions and heights of existing unprotected edges.

1.04 SUBMITTALS

- A. Product Data: For each type of device specified, including manufacturer's standard fabrication details and installation instructions.
- B. Shop Drawings: Show layout, profiles, and anchorage details. Layout drawing to call out any recommended adjustments to the locations of fall protection elements. Shop drawings & calculations to be stamped by a Professional Engineer registered in the State of Oregon. Testing procedures per requirements of OSHA 1910 and ANSI Z359.18.
 - a. Calculations and design shall meet the requirements of the 2014 Oregon Structural Specialty Code based on the 2012 International Building Code.
 - b. Where design is provided using service level loads, conversion of ultimate demands to allowable demands shall be converted using load combinations provided per the 2014 OSSC.
 - c. Steel design calculations shall meet the requirements of AISC 360 Steel Construction Manual. Calculated methods may be substituted in part or in whole with testing of the assembly. Where testing is used, the parameters must match the provided assembly.
- C. Maintenance Data: Written instructions for maintenance of fall prevention safety devices to be included in the operation and maintenance manual.
- D. In-house Test Reports: Indicate anchor fabrication compliance with performance requirements.
- E. Laminated Project Record Drawing: Provide three (3) 11x17-inch plastic laminated drawings showing system layout and instructional text. Two copies will be installed at roof access hatches. The other copy will be kept with the hard copy O&M manual.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm having at least 10 years continuous experience in manufacturing fall safety equipment similar to systems specified and exhibiting records of successful in-service acceptability and performance. Firm must employ personnel dedicated to provide regularly scheduled Authorized and Competent Person Training courses as mandated by OSHA 1926 and 1910 for owner's authorized safety personnel.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of roof anchors that are similar to those indicated for this Project in material, design and extent.
- C. OSHA Standards: Comply with Occupational Safety and Health Administration Standards for the Construction Industry 29 CFR § 1926.500 Subpart M (Fall Protection), and with applicable State Administrative Code safety standards for Fall Restraint and Fall Arrest.
- D. Source Limitations: Obtain all roof anchors through one source from a single manufacturer.
- E. Testing: Perform quality control tests for each system per manufacturer's requirements.

1.06 COORDINATION

- A. Contractor to coordinate installation of structural deck reinforcements and anchorages to receive fall protection anchors. Refer to Structural Drawings for deck reinforcement and anchor attachment details.
- B. Contractor to coordinate placement of roofing system, insulation and flashing to ensure water-tight integrity to roof.

07 22 70 - FALL PROTECTION DEVICES

1.07 WARRANTY

- A. Provide manufacturer's standard warranty to guarantee products will be free from defects for a period of 12 months. Warranty period shall become effective on date of substantial completion.

PART 2 – PRODUCTS**2.01 MANUFACTURERS**

- A. Basis of Design: Guardian Fall Protection Inc
- B. Trittech
- C. Diversified
- D. approved equal.
- E. Substitutions: Section 01 25 00 – Substitution Procedures.

2.02 MATERIALS

- A. Anchor post: 2-1/2" schedule 80 pipe minimum, galvanized steel (increase size as necessary for height).
 - a. Minimum yield stress, $F_y=35\text{ksi}$
 - b. Minimum tensile Stress, $F_u=60\text{ksi}$
- B. Anchor U-bar: 5/8" diameter U-bar minimum, galvanized steel.
- C. Anchor base plate: galvanized steel.
- D. Horizontal Lifeline Kit: galvanized steel.
- E. Lifeline cable: 3/8" diameter, galvanized steel.

2.03 MANUFACTURED ASSEMBLIES

- A. Guardian CB-12, CB-18, or CB-22 Galvanized Roof Anchors, or approved equivalent.
 - a. Testing of manufactured assemblies to be submitted for review and approval prior to installation. Tested assembly to match install condition.
 - b. Additional calculations necessary to justify manufactured assemblies shall meet requirements of 2014 OSSC and AISC360 per specification section 07 22 70 1.04-B
- B. Guardian Absorbinator Horizontal Lifeline kit, or approved equivalent: Each kit consisting of 1 or 2 shock absorbers, 1 turnbuckle, 2 or 3 shackles, 6 cable fist grips, 2 thimbles, and 2 O-rings. Provide additional O-rings as recommended by manufacturer.
- C. Lifeline: Continuous wire rope as tested by fall protection device manufacturer to permit worker mobility and safety.
- D. Guardian D-Bolt, galvanized steel wall anchors and integrated bolt, or approved equivalent.**
- E. Guardian Ridge-It, stainless and zinc-coated steel ridge anchor, or approved equivalent.**

2.04 FABRICATION

- A. Fabricate work true to dimension, square, plumb, level, and free from distortions or defects detrimental to appearance and performance.

07 22 70 - FALL PROTECTION DEVICES

- B. Prepare, treat and coat galvanized metal to comply with manufacturer's written instructions. Prepare galvanized metal by removing grease, dirt, oil, flux, and other foreign matter.

PART 3 – EXECUTION**3.01 EXAMINATION**

- A. Examine framing and substrate and verify conditions comply with structural requirements for proper system performance.
Proceed with installation of roof and wall anchors only after verifying conditions are satisfactory.

3.02 INSTALLATION

- A. General: Installation of anchor posts and lifeline system to be performed by contractor according to manufacturer's instructions and recommendations.
- B. Affix manufacturer's standard safety and inspection label to each anchor in a visible location at completion of project.

3.03 FIELD QUALITY CONTROL

- A. Testing: Test on site 100% of anchors relying upon chemical adhesive fasteners using load cell test apparatus in accordance with manufacturer's written recommendations.

3.04 ADJUSTMENT AND INSPECTION

- A. Ensure all manufactured anchors have been installed in accordance with fall protection manufacturer's engineering documentation and specifications.
- B. Provide plan drawings with any deviations in anchor locations as installed.

END OF SECTION

07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes SBS modified bitumen membrane roofing system with protective covering, insulation, tapered insulation, cover board, base flashings, liquid applied flashing, fluid-applied waterproofing, and cant strips. For a detailed "Roof System Type" description, refer to paragraphs 3.06 through 3.08 of this section.
- B. Related Sections:
 - 1. Section 01 11 00 - Summary of Work: Water Intrusion Protocol.
 - 2. Section 02 41 19 - Selective Structure Demolition: Removal of existing roofing and related components.
 - 3. Section 05 50 00 - Metal Fabrications: Ladders.
 - 4. Section 06 10 00 - Rough Carpentry: Wood nailers.
 - 5. Section 07 62 00 - Sheet Metal Flashing and Trim: Copings, gravel stops, weather protection for base flashings, reglets, and flashing and counter flashing.
 - 6. Section 07 72 33 - Roof Hatches: Frame; Counter flashing.
 - 7. Section 08 45 23 - Insulated Translucent Fiberglass Sandwich Panel Skylight System: Skylights and flashing.
 - 8. Section 22 40 00 - Plumbing Fixtures: Roof/Overflow Drains.

1.02 REFERENCES

- A. ASTM International:
 - 1. ASTM C728 - Standard Specification for Perlite Thermal Insulation Board.
 - 2. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 3. ASTM D41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - 4. ASTM D312 - Standard Specification for Asphalt used in Roofing.
 - 5. ASTM D2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 - 6. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 7. ASTM D6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 - 8. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 9. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
 - 10. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - 11. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 12. ASTM E1918-1997 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
- B. National Roofing Contractors Association:
 - 1. NRCA - The NRCA Roofing and Waterproofing Manual.
- C. Single Ply Roofing Institute:
 - 1. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.
- D. Underwriters Laboratories Inc.:
 - 1. UL - Fire Resistance Directory.
 - 2. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

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3. UL 1256 - Fire Test of Roof Deck Construction.
4. UL 1897 - Uplift Tests for Roof Covering Systems.

1.03 DESIGN REQUIREMENTS

- A. Roof Assembly Fire Classification: As indicated on drawings. UL Class A fire rating required at all areas.
 1. Roof Assembly with Foam Insulation: Passes FM 4450 or UL 1256.
- B. Low Slope Membrane Roof Edge Securement: Conform to SPRI ES-1 for wind speeds determined from applicable code.
- C. Wind Uplift Performance: Roofing system shall be identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressures calculated in accordance with ASCE-07. Independent testing agencies include Miami-Dade, Florida Building Code Body, Underwriter Laboratories, and Factory Mutual. Minimum uplift pressure designs for this project are based on ASCE-07 calculations and 85 MPH wind design speeds:
 1. Field-of-Roof Uplift Pressure: -21 lbs. p.s.i. raw pressure.
 2. Perimeter Uplift Pressure: -35 lbs. p.s.i. raw pressure.
 3. Corner Uplift Pressure: -54 lbs. p.s.i. raw pressure.
- D. Minimum roof slope: as indicated on drawings, or 3/8" per foot if not indicated.

1.04 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings:
 1. Provide roofing system plans, elevations, sections, details, and details attachment to other work, including:
 - a. Base flashing, cants, and membrane terminations.
 - b. Tapered insulation, including slopes.
 - c. Crickets, saddles, and tapered edge strips, including slopes.
 - d. Insulation fastening patterns.
 - e. Expansion & Seismic joints.
 2. Tapered Insulation:
 - a. Provide preformed, roofing insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated. Tapered layout as indicated on the tapered plan provided by the Tapered Design, Portland, OR 503-231-1182 www.tapereddesign.com.
 - b. Provide plan for tapered insulation, layout of seams, direction of laps, base flashing, details, and indicate finished slopes.
- C. Product Data: Submit membrane materials, base flashing materials, insulation, cover board. Submit manufacturer PMMA color options for review and approval.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Manufacturer's Field Reports: Indicate procedures followed ambient temperatures and wind velocity during application.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual. Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Manufacturer's Field Representative: to be present as indicated in Part 3.05 – Application and as recommended by the roofing manufacturer.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

- B. Applicator: Company specializing in performing Work of this section with minimum five years documented experience approved by manufacturer and eligible to receive the specified manufacturer's guarantee.

1.07 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 – Project Management and Coordination: Pre-installation meetings.
- B. Convene minimum one week prior to commencing Work of this section.
- C. Review installation procedures and coordination required with related Work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact.
- C. Store products in weather protected environment, clear of ground and moisture.
- D. Stand roll materials on end.

1.09 COORDINATION

- A. Section 01 31 00 – Project Management and Coordination: Coordination and project conditions.
- B. Coordinate Work with installing associated metal flashings as work of this section proceeds.
- C. Coordinate Work with existing gutters, adjacent roofing systems to remain, adjacent roofing systems specified in other sections, and other roof accessories.

1.10 WARRANTY

- A. Section 01 73 00 - Execution: Product warranties and product bonds.
- B. Furnish 20-year manufacturer material and labor warranty to cover failure to prevent penetration of water.
- C. Contractor is required to re-tighten bolts on all new roof drains both one year and two years after substantial completion.

PART 2 - PRODUCTS

2.01 MODIFIED BITUMINOUS ROOFING

- A. Manufacturers:
 - 1. Johns Manville; a Berkshire Hathaway company. (Basis of Design)
 - 2. Firestone Building Products
 - 3. Soprema, Inc.
 - 4. Siplast.
 - 5. Substitutions: Section 01 25 00 - Substitution Procedures.

2.02 COMPONENTS

- A. SBS Roofing Membrane Cap Sheet: ASTM D6163; Type I, Grade G styrene-butadiene-styrene (SBS) modified bituminous sheet, reinforced with glass fiber; granule surfaced; 157 mils thick.
 - 1. Product: DynaGlas FR manufactured by Johns Manville or approved equal.
- B. SBS Roofing Membrane Cool Roof Cap Sheet: ASTM D6163; Type I, Grade G styrene-butadiene-styrene (SBS) modified bituminous sheet, reinforced with glass fiber; surfaced with granules engineered for high reflectivity; 157 mils thick.
 - 1. Product: DynaGlas FR CR G manufactured by Johns Manville or approved equal
- C. SBS Roofing Membrane Base/Ply Sheet: ASTM D6163; Type I, Grade S styrene-butadiene-styrene (SBS) modified bituminous sheet, reinforced with glass fiber; 91 mils thick.
 - 1. Product: DynaBase manufactured by Johns Manville or approved equal.
- D. SBS Flexible Base Flashing: ASTM D6221; Type I, glass fiber /polyester-reinforced styrene-butadiene-styrene (SBS) mineral-surfaced sheet; 160 mils thick.

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1. Product: DynaFlex manufactured by Johns Manville or approved equal.
- E. Backer Base Sheet: ASTM D 4601; Type II glass fiber-reinforced asphalt coated base sheet. For use as a backer ply with DynaFlex base flashings where wood wall and/or curb conditions exist. Not required at masonry or concrete substrate conditions.
 1. Product: PermaPly 28 manufactured by Johns Manville or approved equal.
- F. Insulation: ASTM C1289; Type II, Class I, Grade 2, glass-reinforced faced rigid cellular polyisocyanurate roof insulation, with the following characteristics:
 1. Board Size: 48x48-inch when adhered, 48x96-inch when mechanically attached..
 2. Board Thickness: 2 layers of insulation to achieve combined R-value indicated. See roof type descriptions in Part 3 for required thicknesses.
 3. Board Edges: square.
 4. Thermal Conductivity: R-Value of 20 based on PIMA LTTR 2014 values.
 5. Compressive Strength: Minimum 20 psi.
 6. Product: ENRGY 3 manufactured by Johns Manville or approved equal.
- G. Tapered Insulation: ASTM C1289; Type II, Class I, Grade 2, polyisocyanurate. Provide factory-tapered insulation boards fabricated to provide slope indicated on drawings. Tapered layout as indicated on the roof plans was developed in consultation with Tapered Design, Portland, OR, 503-231-1182, www.tapereddesign.com. Provide insulation boards with the following characteristics:
 1. Board Size: 48x48 inch.
 2. Board Thickness: 1/2-inch minimum at leading edge. Tapered insulation materials shall achieve finished roof slopes as identified within the architectural plan pages.
 3. Board Edges: square.
 4. Compressive Strength: Minimum 20 psi.
 5. Product: Tapered ENRGY 3 manufactured by Johns Manville or approved equal.
- H. Cover Board (for use at all SBS applications): ASTM C728; expanded perlite mineral aggregate board, cellulosic fibers, binders and waterproofing agents with top surface seal-coated; with the following characteristics:
 1. Board Density: 14.5 lb./cu ft.
 2. Board Size: 48x48 inch.
 3. Board Thickness: 1/2-inch.
 4. Board Edges: square.
 5. Compressive Strength: Minimum 60 psi.
 6. Product: RetroPlus Roof Board manufactured by Johns Manville or approved equal.
- I. Substrate Board (for use at PMMA applications only): ASTM C 1325; cement and glass-fiber mesh substrate board.
 1. Board Size: 48x96-inch.
 2. Board Thickness: 1/2-inch.
 3. Board Edges: square.
 4. Compressive Strength: Minimum 1000 psi.
 5. Product: Securock Cement Roof Board as supplied by Johns Manville or approved equal.
- J. Cold-Applied Adhesive: ASTM D3019, Type III, Grade 2. asphalt-based, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with membrane applications.
 1. Product: MBR Cold Application Adhesive manufactured by Johns Manville or approved equal.
- K. Bituminous Materials:
 1. Asphalt Bitumen: ASTM D312, Type III or IV.
 2. Asphalt Primer: ASTM D41.

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3. Flashing Cement: ASTM D4586 Type I, asphalt based, asbestos free, of consistency required by roofing system manufacturer for application.
 - a. Product: MBR Utility Cement manufactured by Johns Manville or approved equal.
- L. Cold-Applied Flashing Adhesive: ASTM D4586, Type I. Roofing system manufacturer's asphalt-based, two-component, asbestos-free, trowel-grade, cold-applied adhesive specially formulated for compatibility and use with flashing applications.
 1. Product: MBR Utility Cement manufactured by Johns Manville or approved equal.
- M. Liquid Applied Flashing System: ASTM D 412; liquid applied bituminous membrane flashing system at through-wall scupper drains, pipe penetrations, or where otherwise indicated.
 1. Product: PermaFlash manufactured by Johns Manville or approved equal. PermaFlash is a two-component asphalt/urethane based flashing cement, scrim reinforcement, and primer.
 - a. Primer: One-part solvent-based primer used for preparing substrates (non-porous surfaces such as metals) prior to applying flashing cement.
 - b. Scrim: Flexible stitch bonded polyester scrim for use with flashing cement, wherever liquid-applied membrane flashings are called for. Product shall exceed elongation results equal to or greater than 300% based on ASTM test method D 412.
 - c. Flashing cement: Two-part liquid-applied flashing material that cures to a durable elastomeric film.
- N. Polymethyl-Methacrylate (PMMA) Liquid Applied Membrane System: ASTM C836; Two-component resin with catalyst and reinforcement fabric. Cold fluid-applied membrane with fleece reinforcement installed to manufacture recommendations. Basis of Design: Johns Manville
 1. Product: SeamFree PMMA Liquid Applied Membrane supplied by Johns Manville or approved equal.
 - a. SeamFree PMMA Primer: One of two-part, elastomeric, liquid-applied membrane. Promotes adhesion on concrete, masonry, wood and asphalt substrates.
 - b. SeamFree PMMA Resin, and Flashing Resin: One of two-part, elastomeric, liquid-applied membrane. Specially formulated resins for compatibility and use with flashing applications.
 - c. SeamFree PMMA Reinforcement: Non-woven, chopped strand fabric reinforcement to improve tear strength, puncture resistance, and crack bridging capabilities.
 - d. SeamFree PMMA Catalyst: One-part thickening agent and catalyst.
- O. TopGard 5000 Acrylic Elastomeric Roof Coating: ASTM D 6083; To be used as a "Yellow-Hazard" coating at roof edge locations where identified on architectural Fall Protection Plan Page A-222. May be used as a top coat over a variety of substrates including smooth or mineral surfaced asphalt-based systems. Basis of Design: Johns Manville
 1. Product: TopGard 5000 Acrylic Elastomeric Roof Coating supplied by Johns Manville or approved equal.
 - a. TopGard 5000 Acrylic Elastomeric Roof Coating – Safety-Yellow.
 - b. TopGard Base Coat: Apply TopGard Base Coat prior to installation of TopGard 5000 Coating.
 - c. Color: White, tinted to be "safety-yellow" in accordance with manufacturer's requirements. Obtain manufacturer's approval of tinting procedure to maintain warranty coverage.
- P. Silicone Roof Coating: ASTM D6694; To be used as a roof coating over existing roof conditions as identified on roof plans. May be used as a top coat over a variety of substrates, including built-up, modified bitumen systems. Basis of Design: Johns Manville

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1. Product: Silicone Coating as supplied by Johns Manville or approved equal.
 - a. Silicone Coating-White
 - b. White Silicone Roof Coating applied at the rate of 2.5 gallons per square in one coat.
- Q. MBR Utility Cement: ASTM D 4586, Type 1; To be used at existing deteriorated or cracked pipe flashings and curbs as identified on plans. MBR may be used on modified bitumen flashing systems and built-up roofing felts to vertical surfaces, as a general purpose mastic on most built-up roofing and modified bitumen flashing details
- R. Kiln Dried Wood Nailer Materials: Provide minimum 2"x 4" kiln dried lumber material. Wood nailers are required where roof slopes exceed 1/2:12. Refer to 3.02. Wood Nailer Installation for dimensioning between nailers relative to roof slope.
 1. General contractor to coordinate wood nailer installation – refer to Section 06 10 00 - Rough Carpentry.
- S. Copings, Gravel Stops, Flashing and Counter flashings, and Reglets: As specified in Section 07 62 00 – Sheet Metal Flashing and Trim.
- T. Roof Expansion Joint Covers: As specified in Section 07 95 00 – Expansion Control.

2.03 ACCESSORIES

- A. Cant Strips: ASTM C 728, perlite insulation board, preformed to 45-degree angle. Product: FesCant Plus manufactured by Johns Manville or approved equal.
- B. Roofing Nails: Galvanized, hot dipped or non-ferrous type, size as required to suit application.
- C. Insulation Fasteners: Appropriate for purpose intended and approved by Factory Mutual and system manufacturer; length required for thickness of material with metal washers. Product: UltraFast Insulation Fasteners and Plates manufactured by Johns Manville or approved equal.
- D. Sealants: As recommended by membrane manufacturer.
- E. Reglet Devices: Galvanized steel; recess mounted, binder bars, maximum possible length per location, with attachment flanges.
- F. Roofing Granules: Ceramic-coated roofing granules matching specified cap sheet, provided by roofing system manufacturer.
- G. Parapet Vents: Parapet Vents: Famco JV829 CL 8" galvanized vent, with 8-inch clearance from flange to hood, or approved equal.
- H. **Walk Pad: Shall be prefabricated by roofing manufacturer, puncture resistant polyester core reinforced, polymer modified bitumen sheet material topped with a ceramic granule wearing surface.**
 1. **The walkway material shall be contrasting color from the field cap sheet.**

PART 3 - EXECUTION**3.01 EXAMINATION AND PREPARATION**

- A. Section 01 31 00 – Project Management and Coordination: Coordination and project conditions.
- B. General contractor to coordinate removal of existing roofing at existing roofs scheduled to receive new roofing.
- C. Verify surfaces and site conditions are ready to receive work.
- D. Verify deck is supported and secured.
- E. Verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains valleys, or eaves.
- F. Verify deck surfaces are dry and free of snow or ice.
- G. Confirm dry deck moisture content acceptable to roofing manufacturer.
- H. Verify roof openings, curbs, pipes, conduit, sleeves, ducts, and vents through roof are solidly set, and cant strips, wood nailing strips, and reglets are in place.

07 52 00 - MODIFIED BITUMINOUS MEMBRANE ROOFING

- I. At wood decks, verify that no dry-rot or other conditions exist that would compromise the structural integrity of the deck.
- J. At gypsum and tectum substrates, patch and repair any decking that is damaged and will negatively effect installation of the roofing system. Verify that no significant cracking or other conditions exist that would compromise the structural integrity of the deck.
- K. Report conditions that are of concern prior to proceeding with roofing installation.
- L. Fluid-Applied Waterproofing Membrane (where indicated on drawings):
 - 1. Verify that substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.
 - 2. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.
 - 3. Verify that items penetrating surfaces to receive waterproofing are securely installed.
 - 4. Verify that substrate surface slopes to drain for horizontal waterproofing applications.

M. Walk Pad Material:

- 1. Apply walk pad material to a clean, dry surface.
- 2. Prior to application, cut walk pad material to maximum 5' lengths and allow to relax until flat. A straight edge or chalk line should be used to ensure straight square cuts. Do not cut walk pad material directly on roof surface.
- 3. Position walk pad material so as to leave minimum 2" gaps between panels to allow for proper drainage.
- 4. Adhere walk pad panels to surface ply with manufacturer approved roof cement applied to the back of the panels in spots approximately 5" square unless noted otherwise by manufacturer. Use a notched trowel to keep the cement 3/8" thick.
- 5. Walk-in each panel to ensure complete contact with the membrane surface.

3.02 WOOD NAILER INSTALLATION

- A. Wood Nailer Installation: Where roof slopes exceed 1/2:12, roofing plies shall be mechanically secured to kiln-dried 2"x 4" minimum wood nailer materials. Nailer materials shall be installed perpendicular to the roof slope, shall be mechanically attached to the roof deck, and shall match the elevation height of insulation and cover board materials. Refer to 06 10 00 – Rough Carpentry and the Drawings. Wood nailers shall be provided at the ridge, and at the following approximate intermediate points:
 - 1. 0" to 1/2" slope – Nailers not required.
 - 2. 1/2" to 2" slope – 32' face to face.
 - 3. 2" to 3" slope – 10' face to face.
 - 4. 3" and steeper – 4' face to face
- B. General contractor to coordinate wood nailer installation – refer to Section 06 10 00 - Rough Carpentry.

3.03 ROOFING SYSTEM APPLICATION - GENERAL

- A. For a detailed "Roof System Type" description, refer to paragraphs 3.06 through 3.07 of this section.
- B. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer, and requirements of this section.
- C. Protect building surfaces against damage from roofing work.
- D. If unsatisfactory conditions are identified, proceed with roofing installation only after conditions have been corrected.

3.04 SBS ROOFING SYSTEM APPLICATION - GENERAL

- A. Where roof slope exceeds ½ inch per 12 inches, contact the membrane manufacturer for installation instructions regarding installation direction and back nailing.
- B. Asphalt Heating: Heat roofing asphalt to temperature recommended by roofing manufacturer to flux modified membrane. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- C. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- D. Granules shall be broadcast into all side and end lap conditions of SBS cap sheet material. Granules shall be broadcast while cap sheet adhesive is still in a liquid state. Granules shall also be broadcast into liquid applied flashing membrane materials, including vertical pipe flashings. Granules are not required at PMMA applications. Remove excess granules from roof upon completion of work to prevent clogging of drains and gutters.

3.05 SBS MEMBRANE BASE FLASHING APPLICATION:

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 - 2. Backer Sheet Application: Install backer sheet and mechanically attach or adhere in a solid mopping of hot or cold roofing asphalt for the correct roofing substrate.
 - 3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at EVT. Apply hot or roofing asphalt to back of flashing sheet based on recommendation by roofing system manufacturer.
 - 4. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
 - 5. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing. Fastening density shall be 6-inches on center.
 - 6. Seal top termination of base flashing with a strip of glass-fiber fabric set in MBR Flashing cement.

3.06 TYPE 1 - SBS ROOF SYSTEM:

- A. **Roof Deck Substrate:** Concrete roof deck substrate.
- B. **JM Asphalt Primer:** Prime the concrete roof deck substrate with JM Asphalt Primer. Apply at manufacturer recommended rates.
- C. **JM ENRGY 3 Polyiso Flat Stock Insulation - Adhered:** Adhere two (2) layers of JM 1.75-inch thick ENRGY 3 polyisocyanurate insulation directly to the primed concrete roof deck substrate using Type III or IV hot-asphalt. Maximum panel dimension shall be 4' x 4'.
- D. **JM ENRGY 3 Tapered Polyiso Insulation and/or Cricketing Materials - Adhered:** Adhere JM ENRGY 3 tapered polyisocyanurate insulation and/or cricketing materials where identified on the architectural roof plan pages. Tapered insulation materials shall achieve the finished roof slope indicated on the architectural roof plan page(s). Maximum panel size shall be 4' x 4'. Tapered insulation materials shall be adhered to the underlying substrate using Type III or IV hot-asphalt.
- E. **JM 1/2-inch RetroPlus Cover Board - Adhered:** Adhere a single (1) layer of JM 1/2-inch RetroPlus cover board over the previously installed polyisocyanurate insulation materials. Maximum panel size shall be 4' x 4'. Board materials shall be adhered to the underlying materials using Type III or IV hot-asphalt. **Note:** For additional information on insulation and cover board materials, refer to table schedules found on the Architectural Roof Plan page(s).

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- F. **JM FesCant Plus Cant Strips - Adhered:** Adhere JM FesCant Plus cant strip materials at all vertical to horizontal transitions, and wherever the membrane manufacturer requires. Cant strips shall be adhered in place with hot-asphalt, or with JM MBR Utility Cement.
- G. **JM DynaBase SBS Base Ply Sheet - Adhered:** Adhere one (1) base ply of JM DynaBase SBS base sheet. Base sheet ply shall be adhered in place to the underlying cover board materials using Type III or IV hot-asphalt.
- H. **JM DynaGlas FR SBS Cap Sheet - Adhered:** Adhere JM DynaGlas FR SBS cap sheet. Cap sheet shall be adhered in place using JM MBR Cold Application Adhesive.
- I. **JM DynaFlex SBS Base Flashing Membrane - Adhered:** Adhere JM DynaFlex SBS base flashing membrane material at all curb and wall base flashing conditions. Base flashing material is to also be utilized at all drip and/or rake edge conditions. Base flashing sheet is to be adhered in place using Type III or IV hot-asphalt or JM MBR Utility Cement. **Note:** At wood substrate conditions including walls and curbs, a backer base sheet is required and shall first be nailed over the substrate prior to the final DynaFlex SBS base flashing installation. A backer ply is not required at masonry or concrete wall and curb substrates.
- J. **JM PermaFlash Liquid Applied Membrane Flashing - Adhered:** Apply JM PermaFlash liquid applied bituminous membrane flashing system at through-wall scupper drains, pipe penetrations, or other unusually shaped penetrations that are difficult to flash with standard sheet good flashing materials. The PermaFlash system consists of a Two-Component asphalt/urethane based flashing cement, reinforcement scrim, and primer. **Option:** In lieu of the PermaFlash materials described above, it is an acceptable alternate that the installer use JM PMMA Flashing Membrane materials.
- K. **JM DynaTred Roof Walkway Protection - Adhered:** Adhere new JM DynaTred Roof Walkway protection materials at roof access areas, and wherever defined on the architectural roof plan. Walkway protection shall be adhered in place using JM MBR Utility Cement.

3.07 TYPE 2 - SBS ROOF SYSTEM :

- A. **Roof Deck Substrate:** Plywood roof deck substrate.
- B. **JM ENRGY 3 Polyiso Flat Stock Insulation – Mechanically Attached:** Mechanically attach two (2) layers of ENRGY 3 polyisocyanurate insulation directly to the wood roof deck substrate. Mechanically attach 4' x 8' insulation panels using a fastening density of 8 fasteners and plates per board at field of roof areas, 16 at perimeters, and 24 at corners. Insulation thickness shall be as follows:
 - 1. Where R-20 is indicated, provide (2) layers of 1.75-inch thick insulation; total thickness of 4 inches.
 - 2. Where R-22.8 is indicated, provide (2) layers of 2-inch thick insulation; total thickness of 4 inches.
 - 3. Alternate #3: At locations indicated, provide (2) layers of 2.7-inch thick insulation; total thickness of 5.4 inches; total insulating value of R-31.2.
- C. **JM ENRGY 3 Tapered Polyiso Insulation and/or Crickets Materials - Adhered:** Adhere JM ENRGY 3 tapered polyisocyanurate insulation and/or crickets materials where identified on the architectural roof plan pages. Tapered insulation materials shall achieve the finished roof slope indicated on the architectural roof plan page(s). Maximum panel size shall be 4' x 4'. Tapered insulation materials shall be adhered to the underlying substrate using Type III or IV hot-asphalt.
- D. **JM 1/2-inch RetroPlus Cover Board - Adhered:** Adhere a single (1) layer of JM 1/2-inch RetroPlus cover board over the previously installed polyisocyanurate insulation materials. Maximum panel size shall be 4' x 4'. Board materials shall be adhered to the underlying materials using Type III or IV hot-asphalt. **Note:** For additional information on insulation and cover board materials, refer to table schedules found on the Architectural Roof Plan page(s).
- E. **JM FesCant Plus Cant Strips - Adhered:** Adhere JM FesCant Plus cant strip materials at all vertical to horizontal transitions, and wherever the membrane manufacturer requires. Cant strips shall be adhered in place with hot-asphalt, or with JM MBR Utility Cement.

07 52 00 - MODIFIED BITUMINOUS MEMBRANE ROOFING

- F. **JM DynaBase SBS Base Ply Sheet - Adhered:** Adhere one (1) base ply of JM DynaBase SBS base sheet. Base sheet ply shall be adhered in place to the underlying cover board materials using Type III or IV hot-asphalt.
- G. **JM DynaGlas FR SBS Cap Sheet - Adhered:** Adhere JM DynaGlas FR SBS cap sheet. Cap sheet shall be adhered in place using JM MBR Cold Application Adhesive.
- H. **JM DynaGlas RF SBS Cool Roof Cap Sheet - Adhered:** Adhere JM DynaGlas FR CR G SBS cap sheet. Cap sheet shall be adhered in place using JM MBR Cold Application Adhesive. Apply cool roof cap sheet in locations indicated as "Area of Colored Warning Roof Membrane" on Architectural Fall Protection Plan Sheet A-222.
- I. **JM DynaFlex SBS Base Flashing Membrane - Adhered:** Adhere JM DynaFlex SBS base flashing membrane material at all curb and wall base flashing conditions. Base flashing material is to also be utilized at all drip and/or rake edge conditions. Base flashing sheet is to be adhered in place using Type III or IV hot-asphalt or JM MBR Utility Cement. **Note:** At wood substrate conditions including walls and curbs, a backer base sheet is required and shall first be nailed over the substrate prior to the final DynaFlex SBS base flashing installation. A backer ply is not required at masonry or concrete wall and curb substrates.
- J. **JM PermaFlash Liquid Applied Membrane Flashing - Adhered:** Apply JM PermaFlash liquid applied bituminous membrane flashing system at through-wall scupper drains, pipe penetrations, or other unusually shaped penetrations that are difficult to flash with standard sheet good flashing materials. The PermaFlash system consists of a Two-Component asphalt/urethane based flashing cement, reinforcement scrim, and primer. **Option:** In lieu of the PermaFlash materials described above, it is an acceptable alternate that the installer use JM PMMA Flashing Membrane materials.
- K. **JM DynaTred Roof Walkway Protection - Adhered:** Adhere new JM DynaTred Roof Walkway protection materials at roof access areas, and wherever defined on the architectural roof plan. Walkway protection shall be adhered in place using JM MBR Utility Cement.
- L. **JM TopGard 5000 Acrylic Elastomeric Roof Coating – Safety-Yellow Hazard Coating:** To be used as a "Safety-Yellow Hazard" coating at horizontal lifeline locations where identified on Architectural Fall Protection Plan Sheet A-222.
 - 1. At specified locations as identified on Plan Page A-222, tape off border edges where safety yellow hazard coating is to be applied. Border lines shall be straight and dimensionally consistent at all areas.
 - 2. Properly prepare the area to receive the coating by brooming and cleaning, removing any dust and debris from the work area.
 - 3. Proceed to apply JM TopGard Base Coat prior to the application of the final TopGard 5000 yellow coating.
 - 4. Proceed to apply the final top coat of TopGard 5000. Top coat color shall be Safety-Yellow.
 - 5. Apply TopGard 5000 per JM installation criteria. **Note:** TopGard 5000 coating shall not be applied to the SBS cap sheet membrane until after the JM MBR Cold Application Adhesive (used for adhering the cap sheet) has fully cured out, typically approximately 30-days. Coordinate time of application with Owner.

3.08 TYPE 3 – MAINTANCE SILCONE COATING SYSTEM

- A. **Roof Deck Substrate:** Existing roofing systems to remain in place..
- B. **JM Silicone White Coating:** – White Silicone Roof Coating applied to designated roof areas at the rate of 2.5 gallons per square in one coat as noted on plan drawings
- C. **Surface Prep:** Roof surface must be dry with no precipitation in the forcast for nex 24 hours.
- D. **Application Method:** Apply when temperature is 40 Degrees F and rising (See individual label instructions). Apply with Notched Squeegee, and back roll with medium nap roller.

3.09 ADDITIONAL ROOF INSTALLATION REQUIREMENTS

- A. Perimeter and Corner Enhancement Requirements and Dimensions: Per manufacturer and project specification criteria, it is necessary to enhance attachment of all exterior roof perimeter and corner insulation and cover board materials. The standard formula for determining enhancement dimensions is as follows: Use 10% of the lesser roof plan dimension (width) or 40% of the roof elevation height – whichever is the lesser. In no case shall the enhancement dimension be less than 4% of the building width. Note: When membrane materials are to be adhered in-place, it is only necessary to enhance attachment of insulation and/or cover board materials.
- B. Performance and Design Criteria: The completed roofing system as defined above shall satisfy the following performance and design criteria:
1. **UL Class A Fire Rating:** The completed roofing system shall satisfy a UL Class A fire rating at all roof areas – as specified.
 2. **Wind Uplift Performance:** The completed roofing system shall satisfy specified wind-uplift pressures calculated in accordance with ASCE-07. Additionally, the system shall satisfy the uplift pressures defined for this project as based on ASCE-07 calculations and 85-MPH wind design speeds.
 3. **20-year Manufacturer Guarantee:** The completed roofing system shall qualify for the specified 20-year Total System “No Dollar Limit” manufacturer guarantee.
- C. **Special Consideration – Nesting Birds:** At roof areas A and B, Vaux's swift birds are nesting in the large chimney structure and no work is to take place at or near this area between approximately August 15, 2020 and October 15, 2020. Any work to be performed near this area shall be completed before August 15, 2020. Reference section 01 14 00, Work Restrictions, for additional details.

3.10 TEMPORARY ROOF TIE-OFFS

- A. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
- C. Remove and discard temporary seals before beginning work on adjoining roofing.

3.11 CLEANING

- A. Section 01 73 00 – Execution and Close-Out: Final cleaning.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this section.

3.12 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 73 00 – Execution and Close-Out: Protecting installed construction.
- B. Where traffic must continue over finished roof membrane, protect surfaces.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Pre-finished galvanized sheet steel downspouts.
 - 2. Pre-finished galvanized sheet steel shrouds.
 - 3. Pre-finished, fabricated galvanized steel leader heads.
 - 4. **Precast concrete splash blocks.**
- B. Related Sections:
 - 1. Section 07 52 00 - Modified Bituminous Membrane Roofing.
 - 2. Section 07 62 00 - Sheet Metal Flashing and Trim.
 - 3. Section 07 90 00 - Joint Protection.
 - 4. Section 09 96 00 - High-Performance Coatings: Field painting of metal surfaces.

1.02 REFERENCES

- A. ASTM International:
 - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM B32 - Standard Specification for Solder Metal.
- B. Sheet Metal and Air Conditioning Contractors:
 - 1. SMACNA - Architectural Sheet Metal Manual

1.03 DESIGN REQUIREMENTS

- A. Conform to SMACNA Manual for sizing components for rainfall intensity determined by storm occurrence of 1 in 100 years.
- B. **Connection of downspouts to foundation drain tile, storm sewer, or discharge overland, with splash blocks where indicated on Drawings.**

1.04 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.
- C. Product Data: Submit data on manufactured components, materials, and finishes.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA Manual.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope to drain.
- C. Prevent contact with materials during storage capable of causing discoloration, staining, or damage.

1.07 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination: Coordination
- B. Section 01 73 00 - Execution and Closeout Requirements: Examination, preparation.
 - 1. Coordinate Work with downspout discharge pipe inlet.

1.08 WARRANTY

- A. Section 01 73 00 - Execution and Closeout Requirements: Product warranties and product bonds.
- B. Furnish five-year manufacturer warranty for gutter and downspout finishes.

PART 2 - PRODUCTS

2.01 STEEL GUTTERS AND DOWNSPOUTS

- A. Product Description:
 - 1. Gutters: Sheet metal; SMACNA 6" K style profile.
 - 2. Downspouts: Sheet metal; SMACNA Rectangular profile unless noted otherwise.
 - a. Size: 3 inches by 4 inches unless noted otherwise.
 - b. Location: As indicated on Drawings.
 - 3. Downspout Shrouds: Sheet metal; SMACNA profile. Located at all ground-level downspouts.
 - 4. Splash Blocks: Concrete, 10 x 22 inches in size; located at all downspout outlets on roof.
 - 5. Custom Fabricated leader heads: Sheet metal, Size, profile, and location as indicated on drawings.
- B. Components:
 - 1. Gutters: Pre-finished galvanized steel sheet, ASTM A653/A653M, G90 zinc coating; 24 gage core steel, color as selected by Architect.
 - 2. Downspouts: Pre-Finished Galvanized Steel Sheet, ASTM A653/A653M, G90 zinc coating; 22 gage core steel, color as selected by architect.
 - 3. Downspout Shrouds: Galvanized steel Sheet, ASTM A653/A653M, G90 zinc coating; 16 gage core steel, shop-finished to match downspouts.
 - 4. Custom Fabricated Leader (Conductor) heads:
 - a. Custom fabricated sheet metal profiled box type fabrication to funnel water from roof scuppers into downspout in accordance with design, shape, and dimensions illustrated on Drawings and reviewed shop drawings and fabricated by qualified fabricator.
 - b. Galvanized sheet steel with zinc coating, 22 gage core steel, pre-finished with fluoropolymer (Kynar) coating; color to match downspouts.
 - 5. Finish: Full strength 70 percent Kynar 500 Fluorocarbon Coating (polyvinylidene fluoride, PVF) applied by the coil coating process. Minimum dry film thickness 1.0 mil.

2.02 ACCESSORIES

- A. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: Type recommended by fabricator.
 - 2. Downspout Supports: Brackets, painted to match approved downspout color.
- B. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers; paint to match approved downspout color.
- C. Primer: Zinc molybdate Galvanized iron type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Sealant: Silicone type, as specified in Section 07 90 00 - Joint Protection.
- F. **Splash blocks: precast concrete type, size and profiles indicated; minimum 3000 psi at 28 days with minimum 5 percent air entrainment.**

2.03 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections to shape indicated on Drawings, square, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Form gutters and downspouts in minimum 10 foot long sections.
- E. Hem exposed edges of metal.
- F. Fabricate leader heads from sheet metal with soldered joints as detailed on drawings.

2.04 FACTORY FINISHING

- A. Factory finish all components unless noted otherwise.
- B. Fluoropolymer Coating: Multiple coat as specified for sheet metal system, thermally cured, conforming to AAMA 2605. Product – Kynar 500 manufactured by Arkema or approved equal.
 - 1. Manufacturers:
 - a. Arkema.
 - b. Solvay Solexis.
 - c. Substitutions: Section 01 25 00 – Substitution Procedures.
- C. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Section 01 31 00 – Project Management and Coordination: Coordination and project conditions.
- B. Verify surfaces are ready to receive gutters and downspouts.

3.02 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to minimum dry film thickness of 15 mil.

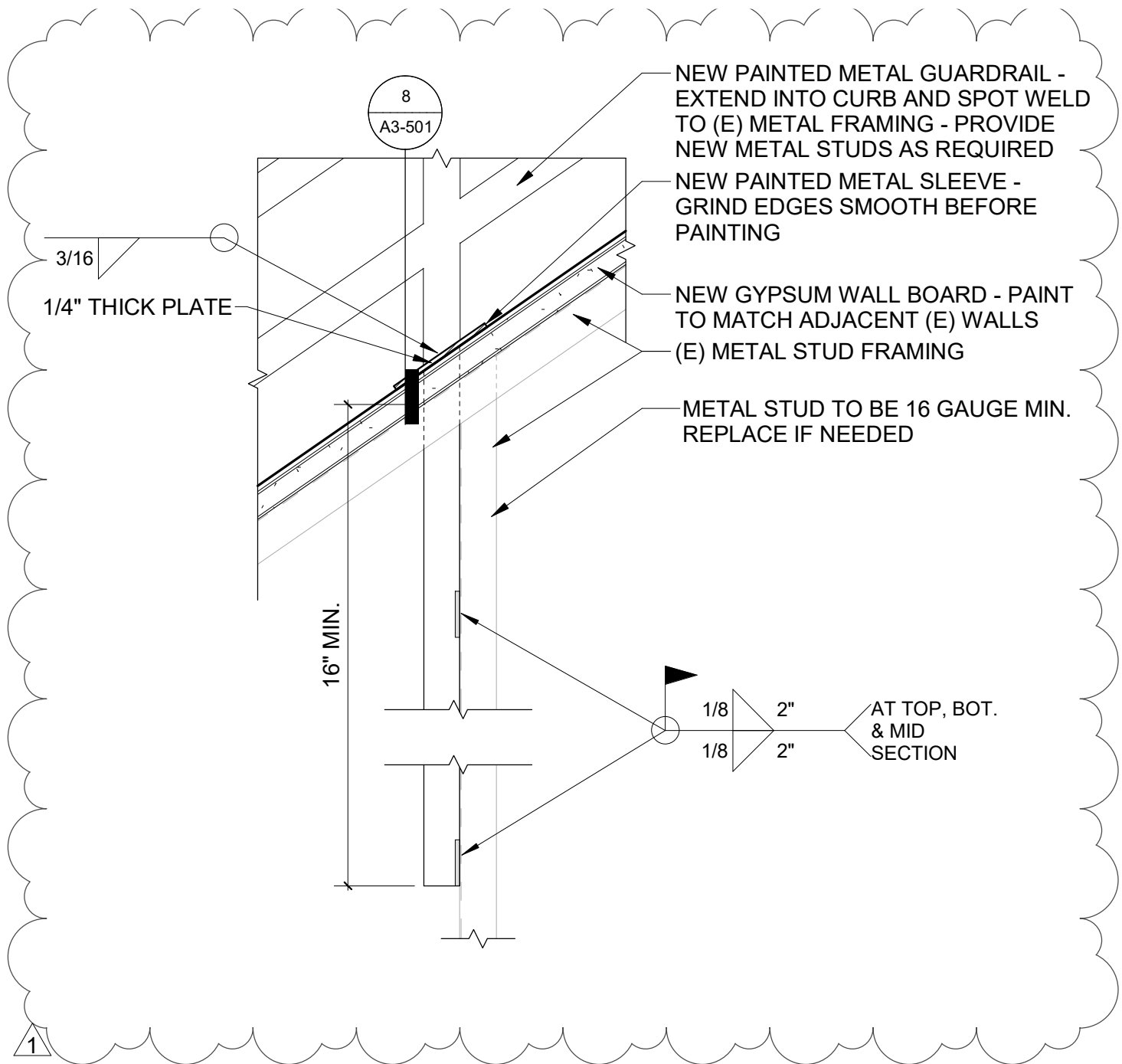
3.03 JOINING

- A. Steel:
 - 1. Join steel sections with one inch wide lapped, riveted, and sealed seams. Seal seams with butyl tape sealant within the lap and polyester cloth embedded in silicone sealant over the entire joint. Use 3/16 inch diameter rivets spaced one inch oc.

3.04 INSTALLATION

- A. Connect downspouts to storm sewer system. Seal connection watertight in accordance with manufacturer's instructions.
- B. Connection to Existing Construction: Tie the items of Work in with the existing work to obtain watertight installation. Match the existing installation as much as practicable, unless otherwise specified. Repair and dress adjacent existing components as required to make secure and neat connections with new items.
- C. Install concrete splash blocks on top of roof walk pads adhered to roof membrane with manufacturer's recommended cold adhesive.
- D. **Set splash blocks centered under downspouts where discharge is overland.**

END OF SECTION



9 LONGITUDINAL SECTION AT (E) STAIR CURB

3" = 1'-0"



OH PLANNING+DESIGN,
ARCHITECTURE

115 NW 1st Ave, Ste. 300
Portland, OR 97209

t 503.280.8000
f 503.224.5442



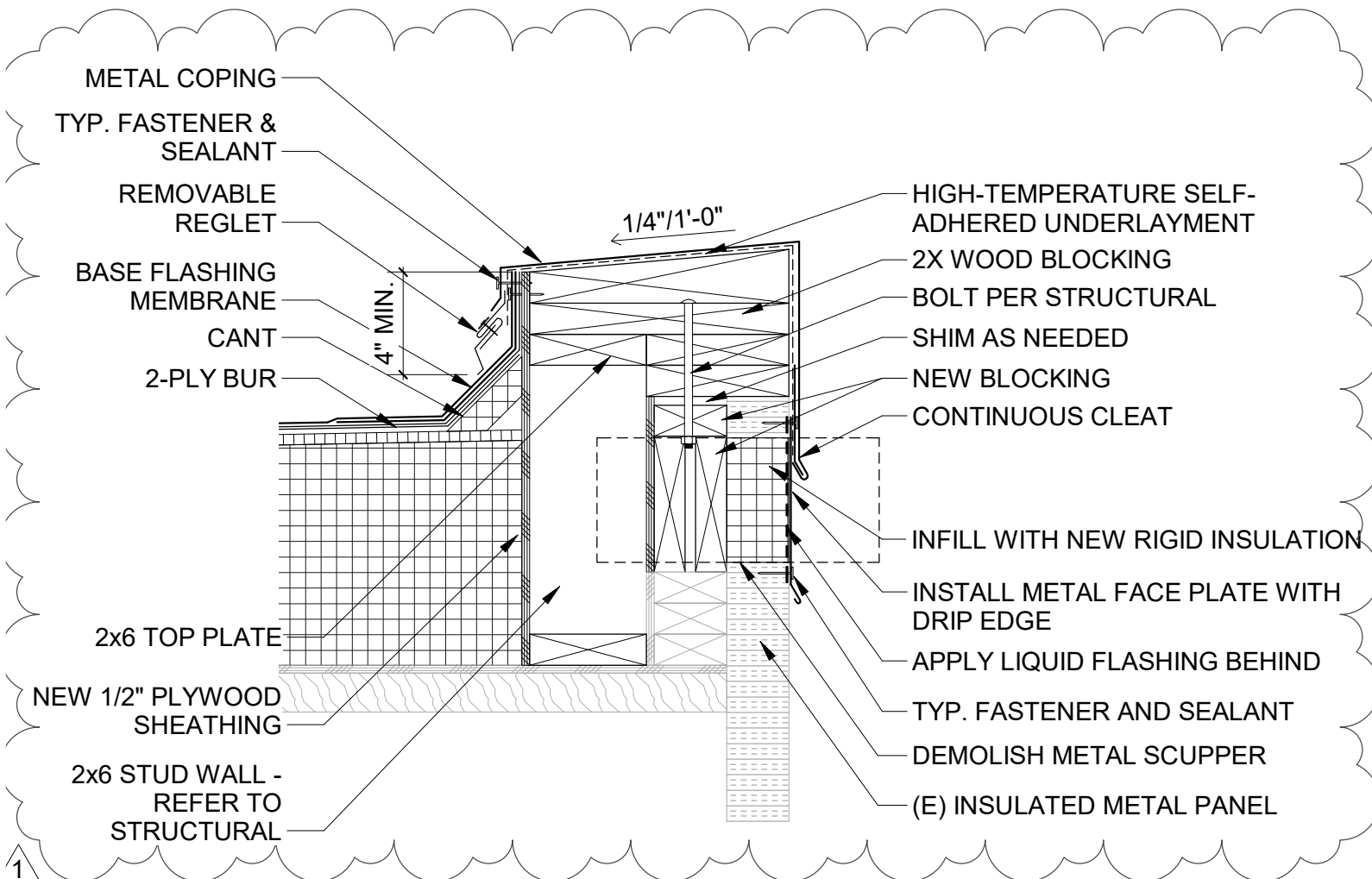
HARRISON PARK SCHOOL

2225 SE 87TH AVE, PORTLAND OR, 97216

REVISION: ADD 02 DATE: 04/09/2020
SCALE: As indicated DRAWN BY: DET
REFERENCE SHEET NUMBER: A3-501

RA3-01

Project # 90054



14

TYPICAL SCUPPER INFILL - DS3

1 1/2" = 1'-0"

OH PLANNING+DESIGN,
ARCHITECTURE115 NW 1st Ave, Ste. 300
Portland, OR 97209t 503.280.8000
f 503.224.5442

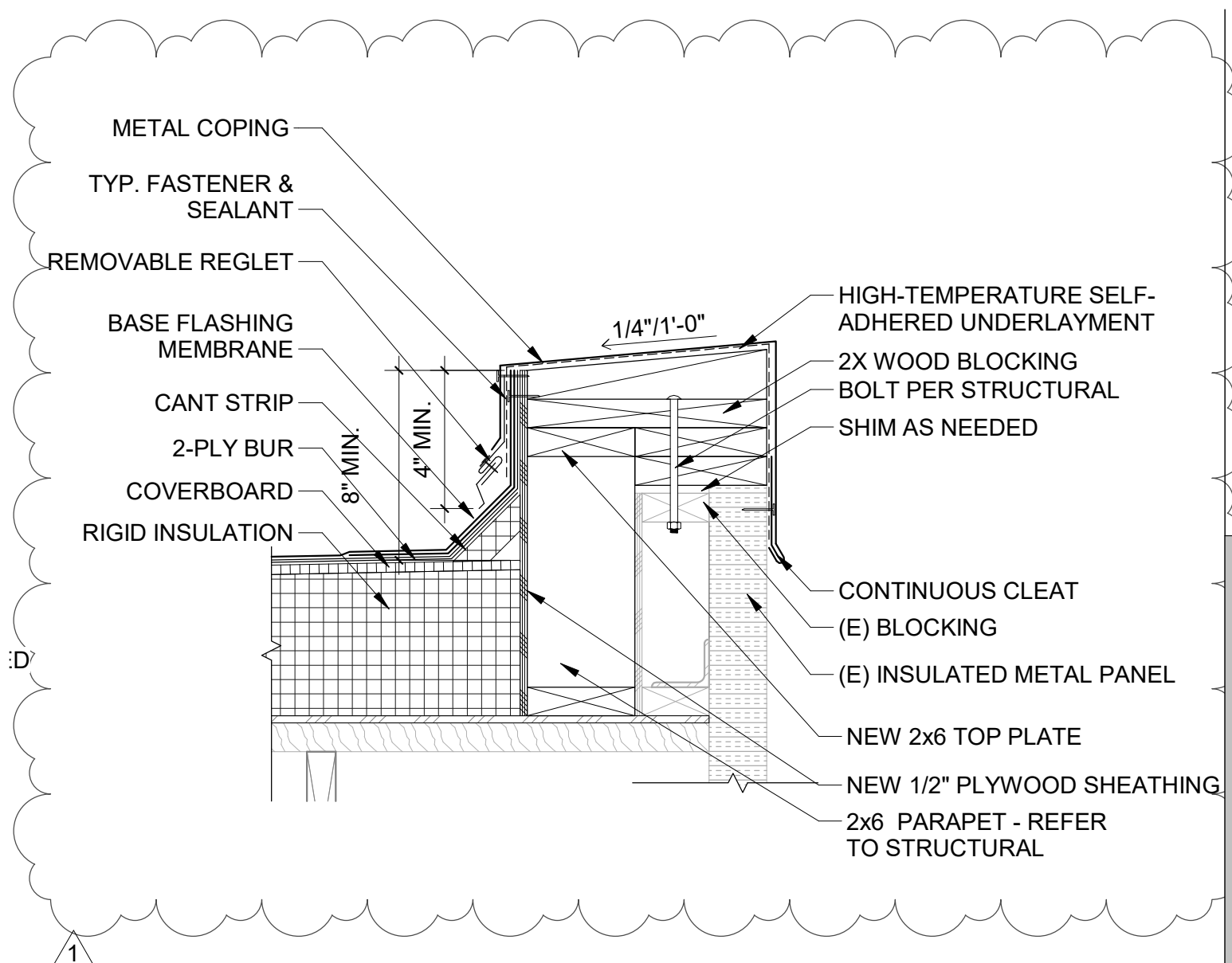
HARRISON PARK SCHOOL

2225 SE 87TH AVE, PORTLAND OR, 97216

REVISION: ADD 02	DATE: 04/09/2020
SCALE: As indicated	DRAWN BY: DET
REFERENCE SHEET NUMBER:	A3-711

RA3-02

Project # 90054



1

TYPICAL PARAPET P1

1 1/2" = 1'-0"

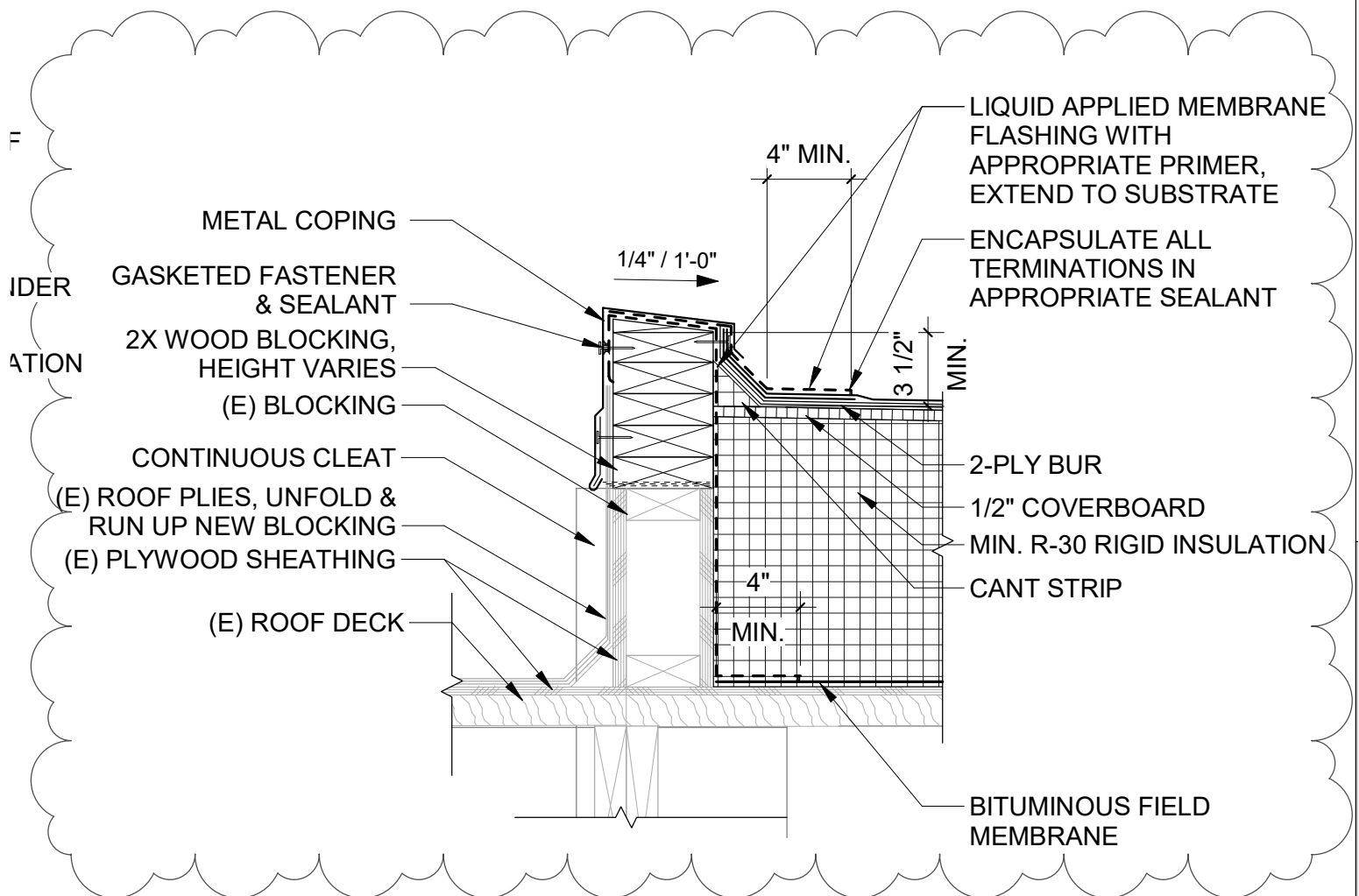
OH PLANNING+DESIGN,
ARCHITECTURE115 NW 1st Ave, Ste. 300
Portland, OR 97209t 503.280.8000
f 503.224.5442**HARRISON PARK SCHOOL**

2225 SE 87TH AVE, PORTLAND OR, 97216

REVISION: ADD 02	DATE: 04/09/2020
SCALE: As indicated	DRAWN BY: DET
REFERENCE SHEET NUMBER:	A3-712

RA3-03

Project # 90054



1

6

ROOF TRANSITION

1 1/2" = 1'-0"

OH PLANNING+DESIGN,
ARCHITECTURE115 NW 1st Ave, Ste. 300
Portland, OR 97209t 503.280.8000
f 503.224.5442

HARRISON PARK SCHOOL

2225 SE 87TH AVE, PORTLAND OR, 97216

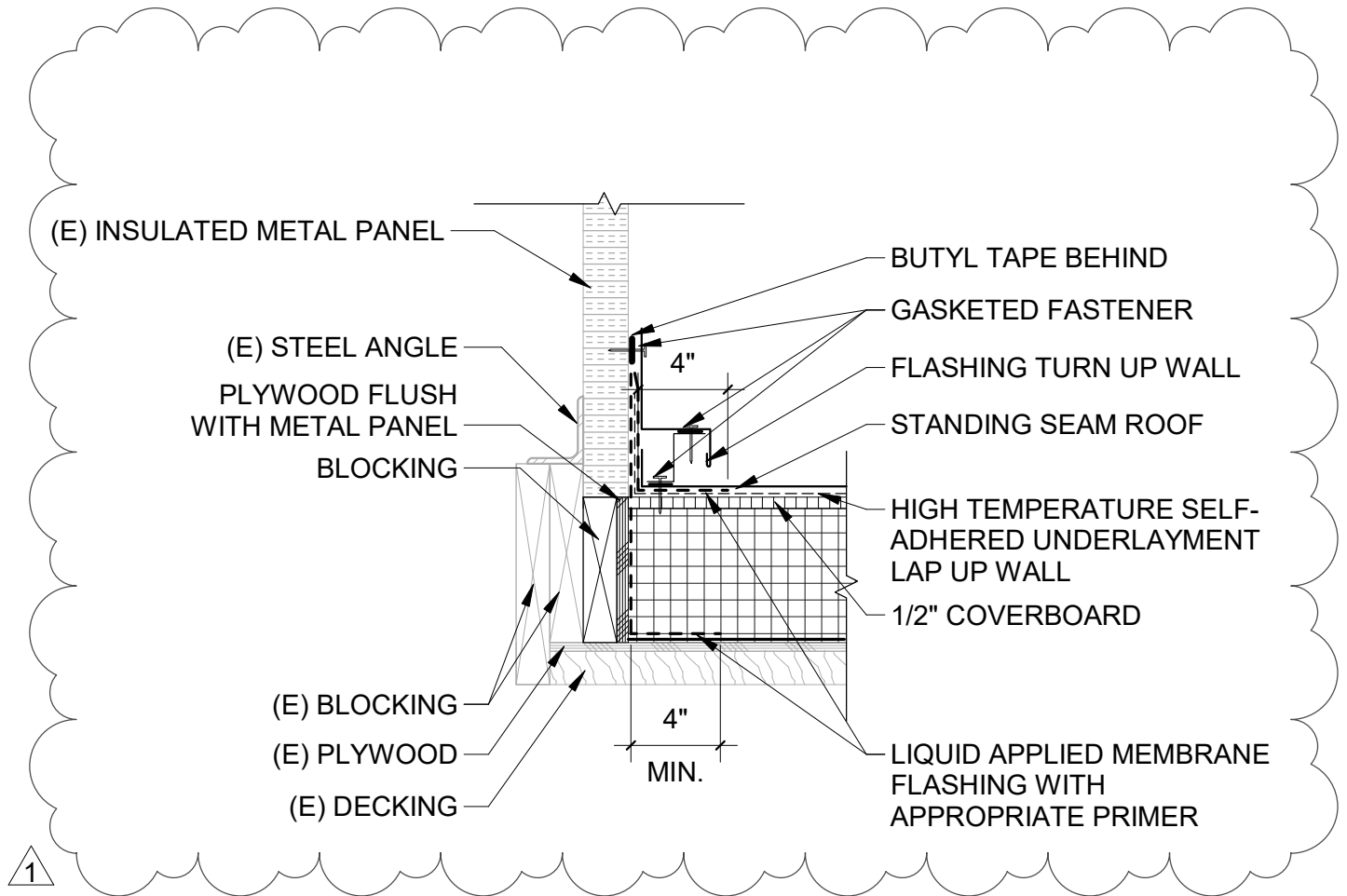
REVISION: ADD 02 DATE: 04/09/2020

SCALE: As indicated DRAWN BY: DET

REFERENCE SHEET NUMBER: A3-712

RA3-04

Project # 90054



1

14

WALL FLASHING AT STANDING SEAM ROOF

1 1/2" = 1'-0"

OH PLANNING+DESIGN,
ARCHITECTURE115 NW 1st Ave, Ste. 300
Portland, OR 97209t 503.280.8000
f 503.224.5442

HARRISON PARK SCHOOL

2225 SE 87TH AVE, PORTLAND OR, 97216

REVISION: ADD 02	DATE: 04/09/2020
SCALE: As indicated	DRAWN BY: DET
REFERENCE SHEET NUMBER:	A3-712

RA3-05

Project # 90054



SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON
PORTLAND PUBLIC SCHOOLS

Exhibit K

SUBSTITUTION REQUEST FORM

TO:

SOLICITATION 2020-2811
NUMBER:

PROJECT NAME: Harrison Park Roof Replacement and Fall Protection

SPECIFIED
ITEM/PRODUCT:

2
Page No.

Armstrong Fine Fissured

Acoustical Tile Ceilings

Item/Product No.

Description

PROPOSED SUBSTITUTION: Rockfon Alaska 10350

Attached data includes manufacturer's product description, specifications, drawings, photographs, performance and test data, and includes, when requested by the District, one (1) sample adequate for evaluation of the request including identification of applicable data portions.

Attached data also includes the description of changes to Contract Documents and the requirements of the proposed substitution for proper installation.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown (only if supplied with Bid documents).
2. Undersigned pays for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Request Submitted by:

Sarah Lyons

Name (Printed or typed)

Sarah Lyons

Signature

Valhalla Construction Products

Vendor Name

5094 NE 112th Ave

Street Address

Portland, OR 97220

City, State, Zip

04/03/2020

Date

(503) 387-5773

Telephone Number

sarah@valhallaproducts.com

Email

Fax Number

Architect Approval:

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input checked="" type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
By <u>Tim Ayersman</u>	
Date <u>4/9/20</u>	
Remarks: <u>Does not match specified product size</u>	

For use by Portland Public Schools Staff:

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
By _____	
Date _____	
Remarks: _____	



ADDENDUM NO. 3

April 16, 2020

Exhibit L
PORTLAND PUBLIC SCHOOLS
Purchasing & Contracting
501 North Dixon Street • Portland, OR 97227
(503) 916-3305 • Fax: (503) 916-3109

RFP NO: 2020-2811

TITLE: Harrison Park Roof Replacement and Fall Protection

PROPOSALS DUE: April 23, 2020 **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. There is no change to the bid due date.
2. **CHANGES**
 - 2.1. Change Final Addenda deadline to April 20, 2020.

Paul Williams

Paul Williams, CPPB
Senior Manager Solicitations, Purchasing & Contracting

END OF ADDENDUM NO. 3



ADDENDUM NO. 4

April 20, 2020

Exhibit M
PORTLAND PUBLIC SCHOOLS

Purchasing & Contracting

501 North Dixon Street • Portland, OR 97227
(503) 916-3305 • Fax: (503) 916-3109

ITB NO: 2020-2811

TITLE: Harrison Park Roof Replacement and Fall Protection

BIDS DUE: April 23, 2020 **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 **Bidder's Signature Page** of the Specification Documents prior to submission.

1. ADDITIONS

1.1 Specifications

1. **ADD:** Specification Section **08 31 13 ACCESS DOORS AND FRAMES.**
2. **ADD:** Specification Section **09 21 16 GYPSUM BOARD ASSEMBLIES.**
3. **ADD:** Specification Section **09 30 00 TILING.**
4. **ADD:** Specification Section **09 51 13 ACOUSTICAL PANEL CEILINGS.**
5. **ADD:** Specification Section **23 73 23 CUSTOM CENTRAL STATION AIR-HANDLING UNITS.**

1.2 Drawings

1. **ADD** text to Sheet S3-002; Section 12. STRUCTURAL STEEL/NOTE E. Add: "PROVIDE 1/2" DIAMETER WEEP HOLE AT 6 FEET O.C. ON UNDERSIDE OF EACH EXTERIOR HSS/PIPE MEMBER. FABRICATOR TO COORDINATE WEEP HOLES WITH HOT DIP GALVANIZING PROCESS PRIOR TO DIPPING."

1.3 Dial-in Information:

Add the following dial-in information for the public bid opening:

Dial-In Number: 1 (872) 240-3212

Pin/Access Code: 217-900-981

2. CHANGES

2.1 Specifications

1. Section 00 01 10 TABLE OF CONTENTS: **ADD: 09 21 16 GYPSUM BOARD ASSEMBLIES, 09 30 00 TILING, 09 51 13 ACOUSTICAL PANEL CEILINGS, and 23 73 23 CUSTOM CENTRAL STATION AIR-HANDLING UNITS. DELETE: 22 05 16 – EXTERNAL FITTINGS AND LOOPS FOR PLUMBING PIPING. DELETE: 08 31 13 ACCESS DOORS AND FRAMES.**

2.2 Drawings

1. **REVISE** Sheet AD3-221A: Add DS-3 tag to identify existing scupper to be infilled at Roof Area 'N' on gridline 4.5. Refer to Sketch RA3-06.
2. **REVISE** Sheet AD3-221A: Add DS-3 tag to identify existing scupper to be infilled at courtyard northwest wall. Refer to Sketch RA3-07.
3. **REPLACE** Sheet A3-221A: Clarify location of Keynote 'R5' at approximate gridlines J.8 and 9.2. Add detail callouts for metal panel clerestory roofs, add detail callout at existing duct rooftop penetration, add Parapet Tag identifiers at Roof Areas 'G' and 'F', add DS-3 tag to identify existing scupper to be infilled at Roof Area 'N' on gridline 4.5. Refer to Sheet for all clouded items.
4. **REPLACE** Sheet A3-221C: Clarify location of Keynote 'R5' at courtyard northwest wall. Add detail callouts at transition from Roof Area 'N' to Roof Area 'M'. Refer to Sheet for all clouded items.

5. **REPLACE** Sheet A3-713: Clarify Ladder Schedule Note 5 and add Note 8. Clarify details Details 2,6, and 10 with structural connection information. Refer to Sheet for all clouded items.
6. **REPLACE** Sheet M3-402: Clarify size and configuration for AHU-1, AHU-2, AHU-3 and MZ-1. Added notes and dimensions, as clouded on sheet.
7. **REPLACE** Sheet M3-801: Revise Air Handling Unit Schedule, changed make and model for unit MZ-1.

3. **CLARIFICATIONS**

3.1 **Specifications**

1. None.

3.2 **Drawings**

1. **CLARIFY:** Sheet A3-222 – OVERALL FALL PROTECTION ROOF PLAN: The Sector 6 Enlarged Plan reference callout is referring to *Sheet AD3-221F*. Revise callout to refer to **Sheet A3-222F**.

4. **BIDDER QUESTIONS**

- 4.1 **Q:** Per Specification Section 07 52 00 – Modified Bituminous Membrane Roofing, paragraph 2.02-O. states that a “Yellow-Hazard” coating is to be used as indicated on plans. Is it intended to be solid yellow out 15' from the roof edge, stripes over the roof to 15' out or just a single line located 15' from the roof edge?

A: The area of painted warning striping is to be a 6-inch wide yellow line located 15' from the edge that follows the roof edges as shown on the Fall Protection Plans, with 45-degree angled stripes at 3' o.c.

- 4.2 **Q:** Is the plan to have these roofing projects be complete by end of the summer for school this year?

A: Yes.

5. **SUBSTITUTIONS**

5.1 **Specifications:**

	Section	Description	Vendor	Approved
1.	07 41 13	Metal Roofing Panel	The Bryer Company	Yes
2.	07 52 00	SBS Roofing Membrane Cap Sheet	Polyglass USA	No
3.	07 52 00	SBS Roofing Membrane Base/Ply Sheet	Polyglass USA	Yes
4.	07 52 00	SBS Flexible Base Flashing	Polyglass USA	Yes
5.	07 52 00	Backer Base Sheet	Polyglass USA	Yes
6.	07 52 00	Insulation	Polyglass USA	Yes
7.	07 52 00	Tapered Insulation	Polyglass USA	Yes
8.	07 52 00	Coverboard over Wood Deck	Polyglass USA	Yes
9.	07 52 00	Approved Woodfiber (Structodek – at wood conc. deck)	Polyglass USA	Yes
10.	07 52 00	Liquid Applied Flashing System	Polyglass USA	Yes
11.	23 73 13	Modular Central Station Air-Handling Units	Sustainable Mechanical Systems	Yes

See Addendum attachments for completed Substitution Request forms with additional information.

Paul Williams

Paul Williams, CPPB
Senior Manager Solicitations, Purchasing & Contracting

END OF ADDENDUM NO. 4

PRE-RENOVATION ASBESTOS SURVEY REPORT

For

**Harrison Park School
2225 SE 87th Ave.
Portland, OR 97216**

Produced for:
Portland Public Schools
501 N. Dixon Street
Portland, OR 97227



ENVIRONMENTAL CONSULTING
PO Box 1445
Wilsonville, OR 97070
(503) 682-9737

January 2020

Inspection Summary

SURVEY SCOPE OF WORK

INVESTIGATION SUMMARY

PHOTOS

SAMPLE INVENTORIES

PREVIOUS SURVEYS

LABORATORY DATA

AHERA and LAB CERTIFICATES

HARRISON PARK

Building Data

2225 SE 87th Ave.
Portland, OR 97216

Client Data

Portland Public Schools
501 N. Dixon Street
Portland, OR 97227

1.0 SCOPE OF WORK

In coordination with OH Planning, Apex Environmental provided an asbestos investigation of Harrison Park School located at 2225 SE 87th Ave., in Portland, Oregon. The purpose of this investigation was to document known and suspect asbestos containing materials within the the subject spaces anticipated to be impacted by roof replacement, and ADA renovation during the summer of 2020. The upcoming renovation would include roof replacement and minor ADA adjustments. Apex has compiled this report to include following the scope of work.

1. Inspect and sample accessible suspect asbestos-containing building materials (ACBM) in accordance with Oregon Department of Environmental Quality (DEQ), Oregon Administrative Rule (OAR) 340 Division 248, Occupational Safety and Health Administration (OR-OSHA) 29 Code of Federal Regulation (CFR)1926.1101 and Asbestos Hazard Emergency Response Act (AHERA) 40 CFR subpart E.
2. Bulk sampling of selected suspect materials not previously tested in subject spaces only. Samples analyzed for asbestos by Polarized Light Microscopy (PLM) by an accredited National Voluntary Laboratory Accreditation Program (NVLAP) Laboratory.
3. Based upon the age of the building and sample results presume all painted surfaces contain lead-based paint.
4. Create a report that outlines the presence, location, quantity, and condition of positive ACBMs utilizing information found within this survey in areas of anticipated impact.

CERTIFICATION/LIMITATIONS

Apex Environmental has conducted a physical inspection of the subject spaces and compiled this report consistent with the survey scope and certifies that the information is correct and accurate within the standards of professional quality and contractual obligations. Apex has performed this investigation in accordance with state and federal regulations that apply.

The results of this survey do not apply beyond the planned renovation described above. Materials located in areas not included in this inspection should be considered suspect and the school management plan consulted. Should the scope of the renovation change during the course of construction PPS and their representatives should be contacted to determine if materials contain asbestos or lead based paint. Building materials should be assumed to contain asbestos unless testing shows otherwise.

HARRISON PARK

Jose Godinez
AHERA Inspector
#158878
Jose Godínez

Signature

HARRISON PARK**2.0 INSPECTION SUMMARY**

Apex Environmental conducted a limited pre-renovation asbestos survey of accessible building areas anticipated for impact by the upcoming 2020 renovation. Areas that may be impacted by the upcoming renovation were identified in the Design Documents presented by OH Planning Architects. The renovation will include replacement of the roof, toilets, sinks and plumbing, as well as handrails at staircases. Areas at risk of impact include floors, walls, ceilings, and the roof. Apex attempted to locate all suspect asbestos-containing materials within the areas of renovation. However, additional suspect materials may be present and concealed within walls, or ceiling spaces that could not be accessed at the time of the investigation.

The following materials either tested positive or based on previous reports and regulatory guidelines were presumed positive. The table below includes information obtained from the school management plan and Asbestos-Containing Materials Report presented by PBS Environmental.

(P) Presumed to Contain Asbestos

(+) Tested Positive for Asbestos

**Asbestos-Containing Material Quantities
Harrison Park School**

Type	Material	Location	Approximate Quantity	Condition	Identifying Survey
P	Hard fittings	Crawlspace and boiler room	7,476 each	Good	G2 Consultants
P	Pipe insulation	Boiler room	489 linear feet	Good	G2 Consultants
P	Boiler/tank insulation	Boiler room	628 square feet	Good	G2 Consultants
P	Breeching insulation	Boiler room	450 square feet	Good	G2 Consultants
P	VCT of various colors 9"x9" & 12"x12"	First floor	30,757	Good	G2 Consultants
P	Mastic	First floor	5,200 square feet	Good	G2 Consultants

P: Presumed Positive

+: Tested positive

HARRISON PARK

Materials Which Tested Negative or Less Than 1% Asbestos

The following materials tested negative by previous and current sampling. Apex collected samples in accordance with regulatory requirements and all analysis was performed by a NVLAP participating laboratory.

**Materials Testing Negative or
Less Than 1% For Asbestos**

Material	Location	Identifying Survey
Various types of 12"x12" ceiling tiles and associated mastic	Various areas throughout building	Apex 2019
2'x4' drop ceiling tile	Various areas throughout building	Apex 2019
Wallboard, plaster and joint comp.	Various areas throughout building	Apex 2019
CMU and grout	1975 gym	Apex 2019
Wall tile and grout	Outside cafeteria	Apex 2019
Tectum ceiling	Room 185D	Apex 2019
Brick and mortar	Outside room 184	Apex 2019
Duct seam tape	Above ceiling room 188	Apex 2019
Black caulking	Greenhouse	Apex 2020
Ceramic floor tile and grout	Girls restroom 150	Apex 2020

BACKGROUND

Apex Environmental conducted a limited pre-renovation asbestos survey of accessible building areas anticipated for impact by the upcoming 2020 roof replacement and ADA upgrades at Harrison Park School. The survey team consisted of Jose Godinez (AHERA Inspectors). Apex collected samples of suspect materials on October 21st, 2019, November 8th 2019, and January 27th 2020

Areas that were anticipated for impact by the upcoming renovation were identified in the Design Documents presented by OH Planning. Apex attempted to locate all suspect asbestos-containing materials within the areas of renovation/impact.

Suspect bulk samples were submitted with chain of custody to CA Labs in Baton Rouge Louisiana for polarized light microscopy (PLM) analysis for asbestos content. All painted surfaces are presumed to contain lead based upon the age of the building. Asbestos and lead based paint may be present in other areas of the building not addressed in this report. Apex investigation was limited to those areas identified by OH Planning as renovation areas.

HARRISON PARK

Asbestos and Lead Summary Area of Renovation Only**Magnesium and Air Cell Pipe Insulation**

Magnesium and air cell pipe insulation was observed in a previous G2 Consultants survey in the boiler room and is assumed to contain asbestos. If this material is impacted it is highly friable and must be removed by a certified abatement contractor prior to renovation or disturbance and disposed of per DEQ regulations (OAR 340-032-5650) and AHERA 40 CFR 763.

Hard Fittings

Hard fittings on fiberglass insulated runs were identified in the previous G2 Consultants survey in the crawlspace and boiler room. If discovered the fittings should be assumed to contain asbestos or further tested. If removal is performed and fittings have not tested negative, the ACM is highly friable and must be removed by a certified abatement contractor prior to renovation or disturbance and disposed of per DEQ regulations (OAR 340-032-5650) and AHERA 40 CFR 763.

Vinyl Floor Tile/Mastic

Asbestos containing vinyl floor tile (12" x 12" and 9"x9") and associated mastics were observed in a previous survey by G2 consultants on the first floor. If impacted these materials must be removed by a certified abatement contractor prior to renovation or disturbance and disposed of per DEQ regulations (OAR 340-032-5650) and AHERA 40 CFR 763. The tile and mastic all appeared to be in good condition at the time of our survey

HARRISON PARK

MISCELLANEOUS MATERIALS**Lead-Containing Paint**

All surfaces within the school should be treated as lead containing based upon our sample results and the age of the buildings. OR-OSHA and EPA Lead Renovation and Repair and Painting Rule (RRP Rule) must be followed during the impact of lead painted surfaces.

EPA's RRP Rule requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 have their firm certified by EPA (or an EPA authorized state), use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices. EPA has defined lead-based paint as any "paint or surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm²) or 0.5% by weight" (5,000 parts per million).

The current OR-OSHA Lead in Construction Regulations apply to all construction work where work is performed impacting lead painted surfaces (including manual demolition, scraping, drilling, welding, etc.) where an employee may be exposed. The regulation outlines "trigger" tasks and appropriate personal protective equipment and engineering controls to be utilized when performing these tasks. This standard applies to work involving *any* amount of lead. Personal exposure assessment must be performed and appropriate personal protective equipment (PPE) worn when impacting these surfaces. PPE may be reduced based upon exposure assessments.

H

Hp2-## SAMPLE NUMBER-REFER TO SAMPLE TABLE

NAD: No Asbestos Detected

NAD: No Asbestos Detected

NA: Not analyzed
NAD: No Asbestos Detected



100% DESIGN DEVELOPMENT

Sample No.	Material Description	Location	Results
HPR-01	Concrete and insulation	Roof N – south end	NAD
HPR-02	Concrete and insulation	Roof N – south end	NAD
HPR-03	Roof core	Roof N (south portion) – south end	NAD
HPR-04	Roof core	Roof N (south portion) – north end	NAD
HPR-05	Roof core	Roof N (north portion) – south end	NAD
HPR-06	Roof core	Roof N (north portion) – north end	NAD
HPR-07	Roof core	Roof J – south end	NAD
HPR-08	Roof core	Roof J – north end	NAD
HPR-09	Roof core	Roof K – north end	NAD

NA: Not analyzed
NAD: No Asbestos Detected



PORTLAND PUBLIC SCHOOLS
501 N. Dixon Street
Portland, OR 97227
(503) 916-2000



**OHPLANNING+DESIGN,
ARCHITECTURE**
115 NW 1st Ave, Ste. 300
Portland, OR 97209
t 503.280.8000
f 503.224.5442



NOT FOR
CONSTRUCTION

HARRISON PARK SCHOOL
2225 SE 87TH AVE, PORTLAND OR, 97216

PORTLAND PUBLIC SCHOOLS
HEALTH & SAFETY GROUP 2

DRAWN:

REVIEWED:

REVISÉ:

DATE: 03/03/2020

JOB NUMBER: 90054

SHEET TITLE
HAZARDOUS MATERIALS
SURVEY PLAN-ROOF

SHEET NUMBER

HAZ3-221

100% CONSTRUCTION
DOCUMENTS

HARRISON PARK

SAMPLE INVENTORIES

HARRISON PARK

Harrison Park School
Asbestos Sample Inventory

Sample No.	Material Description	Location	Results
HP -01	2'x4' drop ceiling tile	Cafeteria	NAD
HP -02	2'x4' drop ceiling tile	Cafeteria	NAD
HP -03	Wallboard, joint compound and plaster	Cafeteria	NAD
HP -04	Wallboard, joint compound and plaster	Cafeteria	NAD
HP -05	Ceramic wall tile and grout	Custodial closet outside cafeteria	NAD
HP -06	Ceramic wall tile and grout	Custodial closet outside cafeteria	NAD
HP -07	2'x4' drop ceiling tile	library	NAD
HP -08	2'x4' drop ceiling tile	library	NAD
HP -09	12"x12" dotted ceiling tile(white), brown and tan mastic	Hallway outside student services	NAD
HP -10	12"x12" dotted ceiling tile(white), brown and tan mastic	Hallway outside student services	NAD
HP -11	12"x12" dotted ceiling tile(brown)	Hallway outside student services	NAD
HP -12	12"x12" dotted ceiling tile(brown)	Hallway outside student services	NAD
HP -13	12"x12" perforated ceiling tile(white) and tan mastic	Outside bathroom 165	NAD
HP -14	12"x12" perforated ceiling tile(white) and tan mastic	Outside bathroom 165	NAD
HP -15	Tectum ceiling	Room 185D	NAD
HP -16	Tectum ceiling	Room 185D	NAD
HP -17	CMU and grout	Room 185D	NAD
HP -18	CMU and grout	Room 185D	NAD

NA: Not analyzed

NAD: No Asbestos Detected

HARRISON PARK

Harrison Park School
Asbestos Sample Inventory

Sample No.	Material Description	Location	Results
HP -19	Brick and mortar	Outside room 184	NAD
HP -20	Brick and mortar	Outside room 184	NAD
HP -21	2'x4' drop ceiling tile	Room 184	NAD
HP -22	2'x4' drop ceiling tile	Room 184	NAD
HP -23	Wallboard and joint compound	Room 184	NAD
HP -24	Wallboard and joint compound	Room 184	NAD
HP -25	12"x12" plastic dotted tile and brown mastic	Outside room 185C	NAD
HP -26	12"x12" plastic dotted tile and brown mastic	Outside room 185C	NAD
HP -27	Wallboard, joint compound, and plaster	Room 188	NAD
HP -28	Wallboard, joint compound, and plaster	Room 188	NAD
HP -29	2'x4' drop ceiling tile	Room 188	NAD
HP -30	2'x4' drop ceiling tile	Room 188	NAD
HP -31	Duct seam tape	Room 188	NAD
HP -32	Duct seam tape	Room 188	NAD
HP -33	12" x 12" ceiling tile (brown) and brown mastic	Room 121	NAD
HP -34	12" x 12" ceiling tile (brown) and brown mastic	Room 121	NAD
HP -35	CMU and grout	1975 gym	NAD
HP -36	CMU and grout	1975 gym	NAD

NA: Not analyzed

NAD: No Asbestos Detected

HARRISON PARK

Harrison Park School
Asbestos Sample Inventory

Sample No.	Material Description	Location	Results
HP2 -01	Ceramic floor tile and grout	Girls bathroom 150	NAD
HP2 -02	Ceramic floor tile and grout	Girls bathroom 150	NAD
HP2 -03	Black caulking in-between wall and ceiling	Greenhouse	NAD
HP2 -04	Black caulking in-between wall and ceiling	Greenhouse	NAD

NA: Not analyzed

NAD: No Asbestos Detected

Harrison Park School
Asbestos Sample Inventory

Sample No.	Material Description	Location	Results
HPR-01	Concrete and insulation	Roof N – south end	NAD
HPR-02	Concrete and insulation	Roof N – south end	NAD
HPR-03	Roof core	Roof N (south portion) – south end	NAD
HPR -04	Roof core	Roof N (south portion) – north end	NAD
HPR -05	Roof core	Roof N (north portion) – south end	NAD
HPR -06	Roof core	Roof N (north portion) – north end	NAD
HPR -07	Roof core	Roof J – south end	NAD
HPR -08	Roof core	Roof J – north end	NAD
HPR -09	Roof core	Roof K – north end	NAD

NA: Not analyzed

NAD: No Asbestos Detected

HARRISON PARK

Harrison Park School
Lead Sample Inventory

Sample No.	Material Description	Location	Results (PPM)
HPP-01	Orange paint on handrail	Outside room 185	<95.47
HPP-02	White paint on CMU	Outside room 185	<98.38
HPP-03	Blue paint on wall	Bathroom 150	<93.20
HPP -04	White paint on metal ceiling	Bathroom 150	259.10
HPP -05	White paint on metal	Greenhouse	122.79

PPM: Parts Per Million

HARRISON PARK

PHOTOS

HARRISON PARK

Roof core on the south end of the south portion of roof N tested negative for asbestos



Roof core on the north end of the south portion of roof N tested negative for asbestos



Roof core on the south end of the north portion of roof N tested negative for asbestos

HARRISON PARK



Roof core on the north end of the north portion of roof N tested negative for asbestos



Roof core on the south end of roof J tested negative for asbestos

HARRISON PARK



Roof core on the north end of roof J tested negative for asbestos



HARRISON PARK

Roof core on the north end of roof K tested negative for asbestos



Various types of ceiling tile and associated mastic throughout the building tested negative for asbestos



HARRISON PARK

PREVIOUS SURVEYS



HARRISON PARK Building 236

General Information
Inspection Summary
Asbestos Materials
Materials That Tested Negative
Asbestos Summary
Activities Summary
Drawings

GENERAL INFORMATION**Building Data****HARRISON PARK**

Building 236
2225 SE 87TH AVE
PORTLAND, OR 97216

Square Footage: 0

Portland Public Schools has had a general hazardous materials survey of accessible building areas performed in accordance with OSHA in 29 CFR 1910.1001

- The type, location and quantity of suspect materials;
- Bulk sampling of selected suspect building materials;
- Laboratory analytical data of bulk materials sampled;
- Listing of previous activities and abatement projects;
- Inspection data from previous surveys

It should be noted that only observed and accessible suspect materials were tested or presumed to be hazardous. Further sampling may be required when planning renovation or demolition activities.

INSPECTION SUMMARY

Date	Surveyed By	Activity
07/31/02019	G2 Consultants	10367-101

The above have investigated accessible areas inside of the building(s) to locate suspect building materials. Suspect materials may be present in concealed areas (e.g. behind walls and under carpet).

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*

HARRISON PARK (236) HARRISON PARK - MAIN/BASEMENT (236A)			
Result	Material	Location	Quantity
P	Hard Fittings/Fiberglass 4" - 6" OD	Crawlspace	7436 lf

HARRISON PARK (236) HARRISON PARK - MAIN/FIRST FLOOR (236A)			
Result	Material	Location	Quantity
P	Asbestos Pipe Insulation 4" - 12" OD	Boiler Room	489 lf
P	Boiler Insulation - Two boilers	Boiler Room	490 sf
P	Breeching Insulation	Boiler Room	450 sf
P	Hard Fittings/Fiberglass	Boiler Room	40 lf
P	Hot water tank insulation	Boiler Room	138 sf
P	Converter Insulation - 2 converters	Boiler Room	27 sf
P	VAT of Various Colors 9"x9" and 12"x12"	First floor	30757 sf
P	Mastic	First Floor	5200 lf

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.

HARRISON PARK (236)	
Material	Location
Historical Materials	Historical Samples
HARRISON PARK (236) HARRISON PARK - MAIN/FIRST FLOOR (236A)	
Material	Location
Surfacing Plaster	First Floor
Gypsum Wallboard	First Floor / North Hallway
Covebase/Mastic	First Floor / Room 138
Mastic under Glued-on Tile	First Floor / South Hallway
Ceiling Tile Type A-CT1	First Floor / Walls and Ceilings
Wall & Ceiling Plaster	First Floor / Walls and Ceilings
Wall tile/mastic	First Floor / Walls and Ceilings
Ceiling Tile Type A	First Floor / Walls and Ceilings
Gypsum/Plaster	First Floor / Walls and Ceilings
Ceiling Tile Type G-CT4	First Floor / Walls and Ceilings

ASBESTOS SUMMARY**May 2018 to May 2018 - H**

Activity: - Location:

Import Historical Materials for HARRISON PARK - MAIN/BASEMENT from PBS Engineering and Environmental

September 2018 to September 2018 - 2018-236

Activity: - Location:

An Asbestos Hazard Emergency Response Act (AHERA) 30-year reinspection at 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.

See report uploaded to this activity for more information.

May 2018 to May 2018 - H

Activity: - Location:

Import Historical Materials for HARRISON PARK - MAIN/FIRST FLOOR from PBS Engineering and Environmental

ACTIVITIES SUMMARY**9/11/2018 to 9/11/2018 - - 2018-236**

Activity: Reinspection - Location: HarrisonPark

An Asbestos Hazard Emergency Response Act (AHERA) 30-year reinspection at 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.

See report uploaded to this activity for more information.

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/6/2015 to 8/6/2015 - - 6500.599

Activity: Reinspection - Location: HarrisonPark

PBS Engineering and Environmental conducted an Asbestos Hazard Emergency Response Act (AHERA) 27-year reinspection at 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.

See report uploaded to this activity for more information.

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/29/2003 to 9/26/2003 - - PBS 6500.119

Activity: Renovation/Repair/Painting - Location: Auditorium and adjoining areas

Remove 1000 LF of covebase

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/29/2003 to 9/26/2003 - - PBS 6500.119

Activity: Renovation/Repair/Painting - Location: S. Auditorium Wall

Removed 100 LF of pipe insulation

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/29/2003 to 9/26/2003 - - PBS 6500.119

Activity: Renovation/Repair/Painting - Location: Classroom 130, Auditorium walkways and ramps

Removed 600 sq ft of carpet/VAT/Mastic and 800 sq ft of VAT/Mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/29/2003 to 9/26/2003 - - PBS 6500.119

Activity: Renovation/Repair/Painting - Location: Auditorium and adjoining corridors

Removed approx 4100 sq ft of duct insulation and debris

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/25/2015 to 8/25/2015 - - H

Activity: O & M - Location: Rooms 197 and 198

counter top, covebase and mastic, gypsum wallboard and joint compound, lay-in ceiling tile, vinyl floor tile and mastic, sink undercoating, fiberglass insulation

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

8/18/2003 to 8/18/2003 - - 6500.118

Activity: O & M - Location: various locations

Air Samples

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

7/29/2003 to 7/29/2003 - - H

Activity: Clearance - Location: Auditorium

pipe insulation

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

7/10/2017 to 7/14/2017 - - 6500.758

Activity: O & M - Location: Rooms 145 and 149

Floor tile and mastic abatement

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

7/1/2019 to 7/31/2019 - - 10367-101

Activity: Inspection/Survey - Location: Roof

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

6/28/2008 to 8/12/2008 - - H

Activity: O & M - Location: Room 145, Gym, Library

Removal of 150 SF of asbestos counter top and backsplash; plaster, mastic, vinyl floor tile and mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

6/28/2008 to 7/1/2008 - - PBS 6827.005

Activity: Renovation/Repair/Painting - Location: Library and adjoining office, Room 172, 174A, 174, B and 174C

Removal of carpet over residual asbestos-containing mastic from the library and adjoining offices: Room 172, 174A, 174B & 174C

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

6/16/2003 to 6/16/2003 - - H

Activity: Clearance - Location: entrance of Girls Bathroom

debris from wallboard

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

5/29/2018 to 6/4/2018 - - 1716.036

Activity: Database Update - Location: Harrison Park

Upload of lab air data to asbestos module/archive doc. Upload of historical management plan documentation.

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

5/23/2018 to 5/23/2018 - - H

Activity: Database Update - Location: Import HARRISON PARK - MAIN/BASEMENT Materials

Import Historical Materials for HARRISON PARK - MAIN/BASEMENT from PBS Engineering and Environmental

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

5/23/2018 to 5/23/2018 - - H

Activity: Database Update - Location: Import HARRISON PARK - MAIN/FIRST FLOOR Materials

Import Historical Materials for HARRISON PARK - MAIN/FIRST FLOOR from PBS Engineering and Environmental

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

5/17/2018 to 5/17/2018 - - H

Activity: Database Update - Location: HARRISON PARK 2018 Asbestos Sample Migration

Import Historical Bulk Samples for HARRISON PARK from PBS Engineering and Environmental Website

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

5/17/2016 to 5/17/2016 - - H

Activity: O & M - Location: 1st Floor, Boiler Room and Crawlspcace

vinyl floor tile, hard fittings, breeching and boiler insulation

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

3/9/2006 to 3/20/2006 - - H

Activity: O & M - Location: Room 145

counter top

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

3/5/2014 to 3/5/2014 - - H

Activity: O & M - Location: Room 138

Vinyl floor tile and mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

3/21/2016 to 3/28/2016 - - H

Activity: O & M - Location: Cafeteria

Radiator heat shield

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

2/8/2017 to 2/8/2017 - - H

Activity: O & M - Location: crawlspace, boiler room and first floor

hard fittings, asbestos pipe insulation, boiler and breeching insulation, not water tank insulation, VAT and mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

Full Facilities Report
HARRISON PARK

Portland Public Schools (OR)

2/19/2016 to 2/19/2016 - - H

Activity: O & M - Location: SW corner of Cafeteria

Covebase, flooring and mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

2/10/2003 to 2/10/2003 - - 2000.25

Activity: Major Abatement - Location: HARRISON PARK

na

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

2/1/2003 to 2/1/2003 - - H

Activity: O & M - Location: entire school

survey

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

12/2/1999 to 12/3/1999 - - H

Activity: O & M - Location: Room 182

floor tile and mastic

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

10/3/2016 to 10/3/2016 - - H

Activity: O & M - Location: HARRISON PARK

Asbestos Waste Shipment Report Form

Contractor:

Disposal Site:

Clearance Testing:

Clearance Analysis:

1/1/2018 to 12/31/2018 - - 2362019-1

Activity: Water Testing - Location: Throughout

Contractor:

Disposal Site:

Clearance Testing:

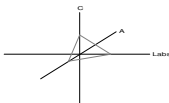
Clearance Analysis:

HARRISON PARK

LAB RESULTS

CA Labs
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Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Apex Environmental Consulting

P.O.Box 1445
Wilsonville, OR 97070

Attn: Tulla Stocker

Customer Project: OH Planning Harrison Park

Reference #: CBR19106093

Date: 11/1/2019

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite-vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

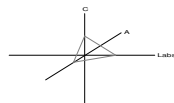
Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Overview of Project Sample Material Containing Asbestos

Customer Project: OH Planning Harrison Park		CA Labs Project #: CBR19106093	
Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent
			List of Affected Building Material Types

No Asbestos Detected.

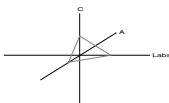
Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
CBR19106093
Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
HP-01		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
HP-02		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
HP-03		1	White Surfaced White Plaster	N	None Detected		100% qu, ma, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
HP-04		1	White Surfaced White Plaster	N	None Detected		100% qu, ma, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

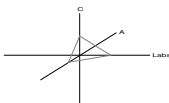
Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

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Apex Environmental Consulting
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Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
CBR19106093
Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
HP-05		1	Tan Ceramic Tile	Y	None Detected		100% qu, ot
		2	Tan Grout	Y	None Detected		100% qu, ma, ca
		3	Black Sealant	Y	None Detected		100% qu, ma
HP-06		1	Tan Ceramic Tile	Y	None Detected		100% qu, ot
		2	Tan Grout	Y	None Detected		100% qu, ma, ca
HP-07		1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe

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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

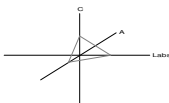
Laboratory Director
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Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
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Samples Received: 10/30/2019
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Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
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HP-08		1	White Surfacing	Y	None Detected		100% qu, bi
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		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
--	--	---	-------------------	---	----------------------	------------------	----------------

HP-09		1	Tan Surfacing	Y	None Detected		100% qu, bi
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		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
--	--	---	-------------------	---	----------------------	------------------	----------------

		3	Brown Mastic	Y	None Detected		100% qu, bi
--	--	---	--------------	---	----------------------	--	-------------

HP-10		1	Tan Surfacing	Y	None Detected		100% qu, bi
-------	--	---	---------------	---	----------------------	--	-------------

		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
--	--	---	-------------------	---	----------------------	------------------	----------------

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
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bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

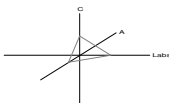
Laboratory Director
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10. TEM analysis suggested

CA Labs
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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
CBR19106093

Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		3	Brown Mastic	Y	None Detected		100% qu, bi
HP-11		1	Tan Surfacing	Y	None Detected		100% qu, bi
		2	Tan Ceiling Tile	Y	None Detected	100% ce	
HP-12		1	Tan Surfacing	Y	None Detected		100% qu, bi
		2	Tan Ceiling Tile	Y	None Detected	100% ce	
HP-13		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

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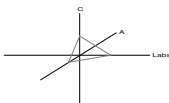
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Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		3	Tan Mastic	Y	None Detected		100% qu, bi
HP-14		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
		3	Tan Mastic	Y	None Detected		100% qu, bi
HP-15		1	White Surfaced Brown Fiberboard	N	None Detected	80% ce	20% qu, bi
HP-16		1	White Surfaced Brown Fiberboard	N	None Detected	80% ce	20% qu, bi
HP-17		1	White Surfaced Gray CMU	N	None Detected		100% qu, ma, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
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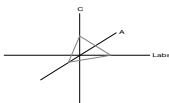
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Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
HP-18		1	White Surfaced Gray CMU	N	None Detected		100% qu, ma, bi, ca
HP-19		1	Red Brick	Y	None Detected		100% qu, ma, ca
		2	Tan Grout	Y	None Detected		100% qu, ma, ca
HP-20		1	Red Brick	Y	None Detected		100% qu, ma, ca
		2	Tan Grout	Y	None Detected		100% qu, ma, ca
HP-21		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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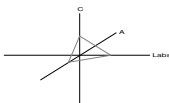
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Harrison Park
Turnaround Time: 3 day

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Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
HP-22		1	White Surfacing	Y	None Detected		100% qu, bi
		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
HP-23		1	White Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
HP-24		1	White Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
HP-25		1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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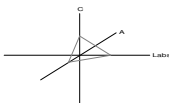
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P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
CBR19106093
Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		2	Brown Mastic	Y	None Detected		100% qu, bi
HP-26		1	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
		2	Brown Mastic	Y	None Detected		100% qu, bi
HP-27		1	Tan Textured Surfacing	N	None Detected		100% qu, ma, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
HP-28		1	Tan Textured Surfacing	N	None Detected		100% qu, ma, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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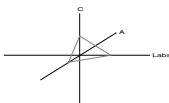
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Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 3 day

CA Labs Project #:
CBR19106093
Date: 11/1/2019
Samples Received: 10/30/2019
Date Of Sampling:
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Phone # 503-682-9737
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Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
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HP-29		1	White Surfacing	Y	None Detected		100% qu, bi
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		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
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HP-30		1	White Surfacing	Y	None Detected		100% qu, bi
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		2	Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe
--	--	---	-------------------	---	----------------------	------------------	----------------

HP-31		1	White Sealant	Y	None Detected		100% qu, ma
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		2	Tan Covering	Y	None Detected	60% fg	40% qu, ma
--	--	---	--------------	---	----------------------	--------	------------

HP-32		1	White Sealant	Y	None Detected		100% qu, ma
-------	--	---	---------------	---	----------------------	--	-------------

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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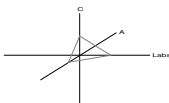
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----------	-------------	------------	---	-------------------------------	--	--------------------------------------	-------------------------------

	2	Tan Covering		Y	None Detected	60% fg	40% qu, ma
--	---	--------------	--	---	---------------	--------	------------

HP-33	1	White Surfacing		Y	None Detected		100% qu, bi
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	2	Tan Ceiling Tile		Y	None Detected	100% ce	
--	---	------------------	--	---	---------------	---------	--

	3	Brown Mastic		Y	None Detected		100% qu, bi
--	---	--------------	--	---	---------------	--	-------------

HP-34	1	White Surfacing		Y	None Detected		100% qu, bi
-------	---	-----------------	--	---	---------------	--	-------------

	2	Tan Ceiling Tile		Y	None Detected	100% ce	
--	---	------------------	--	---	---------------	---------	--

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--	---	--------------	--	---	---------------	--	-------------

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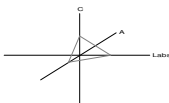
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HP-35		1	Blue Surfaced Gray CMU	N	None Detected		100% qu, ma, bi, ca
HP-36		1	Blue Surfaced Gray CMU	N	None Detected		100% qu, ma, bi, ca
		2	Blue Surfaced Gray Grout	N	None Detected		100% qu, ma, bi, ca

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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

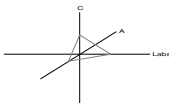
Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
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Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Apex Environmental Consulting

P.O.Box 1445
Wilsonville, OR 97070

Attn: Tulla Stocker

Customer Project: OH Planning Harrison Park

Reference #: CBR19116430

Date: 11/18/2019

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite-vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

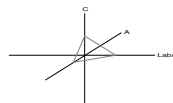
Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Overview of Project Sample Material Containing Asbestos

Customer Project:		OH Planning Harrison Park		CA Labs Project #:	CBR19116430
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

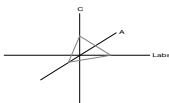
Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 2 day

CA Labs Project #:
CBR19116430
Date: 11/18/2019
Samples Received: 11/15/2019
Date Of Sampling: 11/12/2019
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
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HPR-01		1	Gray Concrete	Y	None Detected		100% qu, ma, ca
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		2	Blue Foam	Y	None Detected		100% ot
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HPR-02		1	Gray Concrete	Y	None Detected		100% qu, ma, ca
--------	--	---	---------------	---	----------------------	--	-----------------

		2	Blue Foam	Y	None Detected		100% ot
--	--	---	-----------	---	----------------------	--	---------

HPR-03		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--------	--	---	--------------------	---	----------------------	--------	----------------

		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
--	--	---	--------------------------	---	----------------------	--------	------------

		3	White Foam	Y	None Detected		100% ot
--	--	---	------------	---	----------------------	--	---------

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

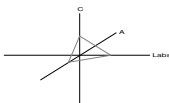
Laboratory Director
Chris Williams

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 2 day

CA Labs Project #:
CBR19116430
Date: 11/18/2019
Samples Received: 11/15/2019
Date Of Sampling: 11/12/2019
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
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HPR-04		1	Black Wrap	N	None Detected	20% fg	80% qu, ma
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		2	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--	--	---	--------------------	---	---------------	--------	----------------

		3	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
--	--	---	--------------------------	---	---------------	--------	------------

		4	White Foam	Y	None Detected		100% ot
--	--	---	------------	---	---------------	--	---------

HPR-05		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
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		2	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--	--	---	--------------------	---	---------------	--------	----------------

		3	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
--	--	---	--------------------------	---	---------------	--------	------------

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

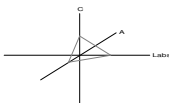
Laboratory Director
Chris Williams

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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 2 day

CA Labs Project #:
CBR19116430
Date: 11/18/2019
Samples Received: 11/15/2019
Date Of Sampling: 11/12/2019
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
----------	-------------	------------	---	-------------------------------	--	--------------------------------------	-------------------------------

		4	Gray Insulation	Y	None Detected	80% ce	20% qu, pe
HPR-06		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
		2	Gray Insulation	Y	None Detected	80% ce	20% qu, pe
		3	White Insulation	Y	None Detected	20% ce 40% fg	40% qu, ma
HPR-07		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
		2	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
		3	Gray Insulation	Y	None Detected	80% ce	20% qu, pe

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
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bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

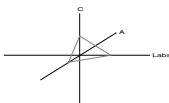
Laboratory Director
Chris Williams

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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:
OH Planning
Harrison Park
Turnaround Time: 2 day

CA Labs Project #:
CBR19116430
Date: 11/18/2019
Samples Received: 11/15/2019
Date Of Sampling: 11/12/2019
Purchase Order #:

Phone # 503-682-9737
Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
----------	-------------	------------	---	-------------------------------	--	--------------------------------------	-------------------------------

		4	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
--	--	---	--------------------------	---	---------------	--------	------------

HPR-08		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
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		2	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--	--	---	--------------------	---	---------------	--------	----------------

		3	Gray Insulation	Y	None Detected	80% ce	20% qu, pe
--	--	---	-----------------	---	---------------	--------	------------

		4	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
--	--	---	--------------------------	---	---------------	--------	------------

HPR-09		1	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--------	--	---	--------------------	---	---------------	--------	----------------

		2	Black Felt and Tar	N	None Detected	15% fg	85% qu, ma, bi
--	--	---	--------------------	---	---------------	--------	----------------

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
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Approved Signatories:

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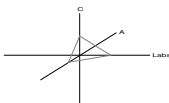
Laboratory Director
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LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:

OH Planning
Harrison Park

Turnaround Time: 2 day

CA Labs Project #:
CBR19116430

Date: 11/18/2019

Samples Received: 11/15/2019

Date Of Sampling: 11/12/2019

Purchase Order #:

Phone # 503-682-9737

Fax # 503-682-0525

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
3	Gray Insulation			Y	None Detected	80% ce	20% qu, pe
4	White Drywall with Paper			N	None Detected	10% ce	90% qu, gy
HPR-10	1	Black Felt and Tar		N	None Detected	15% fg	85% qu, ma, bi
	2	Black Felt and Tar		N	None Detected	15% fg	85% qu, ma, bi
	3	Gray Insulation		Y	None Detected	80% ce	20% qu, pe
	4	White Drywall with Paper		N	None Detected	10% ce	90% qu, gy

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)

Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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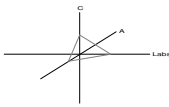
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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Apex Environmental Consulting

P.O.Box 1445
Wilsonville, OR 97070

Attn: Tulla Stocker

Customer Project: Harrison Park
Reference #: CBR20010453

Date: 1/28/2020

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite-vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

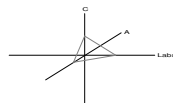
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Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

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Baton Rouge, LA 70809
Phone 225-751-5632
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NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Overview of Project Sample Material Containing Asbestos

Customer Project:		Harrison Park		CA Labs Project #: CBR20010453	
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

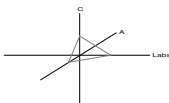
Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

CA Labs
Dedicated to
Quality

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634



NVLAP #200772-0
TDSHS #300370
CDPHE #AL-18111
LELAP #03069

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
Apex Environmental Consulting
P.O.Box 1445
Wilsonville, OR 97070

Customer Project:

Harrison Park

CA Labs Project #:
CBR20010453

Phone # 503-682-9737
Fax # 503-682-0525

Turnaround Time: 8 hr

Date: 1/28/2020
Samples Received: 1/28/2020
Date Of Sampling: 1/26/2020
Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
HP2-01		1	Tan Ceramic Tile	Y	None Detected		100% qu, ma, ca, ot
		2	Gray Grout	Y	None Detected		100% qu, ma, ca
HP2-02		1	Tan Ceramic Tile	Y	None Detected		100% qu, ma, ca, ot
		2	Gray Grout	Y	None Detected		100% qu, ma, ca
HP2-03		1	Gray Sealant	Y	None Detected		100% qu, ma
HP2-04		1	Gray Sealant	Y	None Detected		100% qu, ma

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

Laboratory Report:
Analysis of Lead in Bulk Matrices
by Direct Aspiration Flame Atomic Absorption Spectrophotometry
(FAAS)

01/28/2020

Apex Environmental
P.O. Box 1445
Wilsonville, OR 97070

Client Project Name/Number: Harrison Park

Laboratory Project Number: CBR20010454

Attention: ***Tulla Stocker,***

Please find enclosed the analytical results for samples received by the laboratory on **01/28/2020**. These results relate only to the samples included in this report. All reported results conform to the requirements of the laboratory's accrediting agency for the method utilized and to the laboratory's internal Quality Assurance program unless otherwise noted.

This report may only be reproduced in its entirety.

Please contact laboratory management directly with any questions concerning this report.

Sincerely,

Christopher Williams
Technical Manager

CA Labs LLC

LELAP #03069

Laboratory Report:
Analysis of Lead in Bulk Matrices
by Direct Aspiration Flame Atomic Absorption Spectrophotometry
(FAAS)

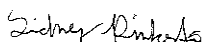
Analysis Method: EPA SW-846 Method 7000B: *Flame Atomic Absorption Spectrophotometry*

Preparation Method: All samples are prepared in accordance with EPA SW-846 Method 3050: "Hotplate" method

Client Information:
Apex Environmental
P.O. Box 1445
Wilsonville, OR 97070**Client Project:**
Harrison Park**CA Labs Project #:**
CBR20010454**Date:** 01/28/2020**Phone:** 503-682-9737**Turnaround Time:** 8 hr**Samples Received:** 01/28/2020**Fax:** 503-682-0525**Attn:** Tulla Stocker**Purchase Order #:**Date Collected: 01/26/2020Date Prepared: 01/28/2020Date Analyzed: 01/28/2020Batch ID: 012820Sample Results:

<u>Sample ID:</u>	<u>Sample Description:</u>	<u>Matrix:</u>	<u>Result (PPM):</u>	<u>Result (Percent Weight)</u>	<u>Qualifiers:</u>
HPP-01	Orange Paint Handrail	P	<95.47	<0.0095	N/A
HPP-02	White Paint on LMV	P	<98.38	<0.0098	N/A
HPP-03	Blue Paint on Wall	P	<93.20	<0.0093	N/A
HPP-04	White Paint on Metal Ceiling	P	259.10	0.0259	N/A
HPP-05	White Paint on Metal	P	122.79	0.0123	N/A

*Qualifier Key: 1 – Sample non-homogeneous; 2 – Sample wet, drying required; 3 – Sample concentration outside of calibration range, dilution required

This method is not accredited by NVLAPSidney Pinkerton
Analyst

LELAP Lab ID #03069

Page 2 of 3

Approved Signatories:

Christopher Williams
Laboratory DirectorAlicia Stretz
Senior Analyst

LELAP #03069

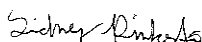
Laboratory Report:
Analysis of Lead in Bulk Matrices
by Direct Aspiration Flame Atomic Absorption Spectrophotometry
(FAAS)

Analysis Method: EPA SW-846 Method 7000B: *Flame Atomic Absorption Spectrophotometry*

Preparation Method: All samples are prepared in accordance with EPA SW-846 Method 3050: "Hotplate" method

Client Information:
Apex Environmental
P.O. Box 1445
Wilsonville, OR 97070**Client Project:**
Harrison Park**CA Labs Project #:**
CBR20010454**Date:** 01/28/2020**Phone:** 503-682-9737**Turnaround Time:** 8 hr**Samples Received:** 01/28/2020**Fax:** 503-682-0525**Attn:** Tulla Stocker**Purchase Order #:****Quality Control**

<u>Sample ID:</u>	<u>Result</u> <u>(PPM):</u>	<u>Expected</u> <u>(PPM):</u>	<u>% REC:</u>	<u>Lower</u> <u>Limit:</u>	<u>Upper</u> <u>Limit:</u>	<u>RPD:</u>	<u>RPD Limit:</u>
Method Blank	-0.040	---	---	-0.2 PPM	0.2 PPM	---	---
Laboratory Control Sample	4428.88	4,490	98.64	80%	120%	---	---
Duplicate (LCS)	4482.76	4428.88	---	---	---	1.21	25%
Matrix Spike	5.453	5.00	109.06	75%	125%	---	---

This method is not accredited by NVLAPSidney Pinkerton
Analyst

LELAP Lab ID #03069

Page 3 of 3

Approved Signatories:

Christopher Williams
Laboratory DirectorAlicia Stretz
Senior Analyst

HARRISON PARK

AHERA and LAB CERTIFICATES

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

Read Receipt Requested

AI No. 165918
Activity No. ACC20180001
LELAP Lab ID # 03069
Accreditation Year FY 2019
Renewal due FY 2022

Mr. Christopher Williams
CA Laboratories LLC
12232 Industriplex Blvd Ste 32
Baton Rouge, Louisiana 70809

Re: Renewal Scope of Accreditation

Dear Mr. Williams:

On May 18, 2018 the Louisiana Environmental Laboratory Accreditation Program (LELAP) received a renewal application for Accreditation.

The Louisiana Department of Environmental Quality's laboratory accreditation program, in accordance with Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation, accredits this laboratory for Fiscal Year 2019. This accreditation does not constitute an endorsement of the suitability of the listed methods for any specific purpose. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. The laboratory is accredited for the method as identified on the application for accreditation; if the method is partially identified on the application for accreditation, the laboratory is accredited for the versions listed on the current application or referenced in the laboratory standard operating procedure.

Louisiana Environmental Laboratory Accreditation Program (LELAP) accreditation is granted only for those methods/analytes for which "STATE" is indicated as the type of accreditation for those methods/analytes for which accreditation by the Louisiana Environmental Laboratory Accreditation Program (LELAP) is granted. Accreditation is dependent on the laboratory's successful ongoing compliance with regulations as outlined in the Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation

The accreditation certificate is the property of the State of Louisiana. Should your accreditation be suspended or revoked, your laboratory must return the certificate of accreditation to the department and delete any electronic copies until your accreditation status is restored.

Mr. Christopher Williams
CA Laboratories LLC
Page 2 of 2

LAC 33:I.5313.A requires that the laboratory report include all relevant information. Therefore, the certificate number shall be placed in the upper right corner of all laboratory reports. If the test report includes results of any test for which the laboratory is not accredited, the unaccredited results must be clearly identified as such.

We request that you examine the scope of accreditation attachment for accuracy and completeness. If you find that an analyte for which you expected to be accredited is not listed, please examine your records to ensure that:

1. You have met the requirements for successful participation in proficiency test studies as outlined in LAC 33:I.4711 and in the NELAC Standard 2.7.2.
2. In the case of accreditation by recognition, the requested analyte must be listed for the requested method and matrix on both the certificate issued by the Primary Accreditation Body *and* on the Louisiana application form.

If after reviewing this information, the scope and/or certificate are inaccurate, please notify us immediately.

If you have any questions, please contact your assigned assessor Mark Johnson, Environmental Scientist at (225) 219-2513.

Sincerely,



Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

05 June 2018
Date

CSN:PB:mj



**STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY**

Is hereby granting a Louisiana Environmental Laboratory Accreditation to



**CA Laboratories LLC
12232 Industriplex Blvd Ste 32
Baton Rouge, Louisiana 70809**

**Agency Interest No. 165918
Activity No. ACC20180001**

According to the Louisiana Administrative Code, Title 33, Part I, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part I, Subpart 3 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part I. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:1.4711.

Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

Issued Date:

05 June 2018

Effective Date: July 1, 2018

Expiration Date: June 30, 2019

Certificate Number: 03069



Exhibit O

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Effective Date: July 1, 2018

12232 Industriplex Blvd Ste 32, Baton Rouge, Louisiana 70809

Certificate Number: 03069

CA Laboratories LLC
AI Number: 165918
Activity No. ACC20180001
Expiration Date: June 30, 2019

Air Emissions

Analyte	Method Name	Method Code	Type	AB
100173 - Asbestos by Phase Contrast Microscopy	NIOSH 7400 (A Rules)	899	State	LA
100171 - Asbestos by Transmission Electron Microscopy	EPA Level II Contract #68-02-3266	2020	NVLAP	LA
100131 - Airborne Asbestos	40 CFR Part 763, Subpart E, Appendix A (Mandatory TEM)	2062	NVLAP	LA
100172 - Asbestos by Polarized Light Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA

Non Potable Water

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

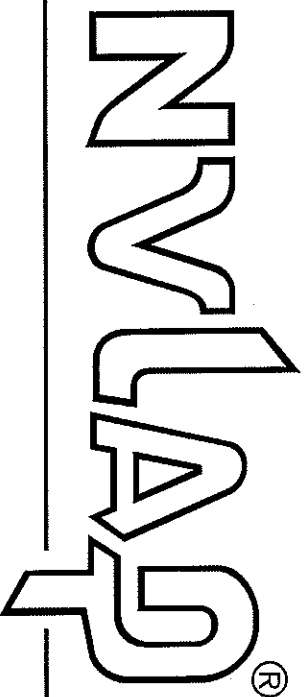
Solid Chemical Materials

Analyte	Method Name	Method Code	Type	AB
100095 - Asbestos in Bulk Insulation	40 CFR 763, Subpart E, Appendix E (Section 1.PLM)	2004	NVLAP	LA
100172 - Asbestos by Polarized Light Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA
100171 - Asbestos by Transmission Electron Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA

Biological Tissue

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200772-0

CA Labs L.L.C.
Baton Rouge, LA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

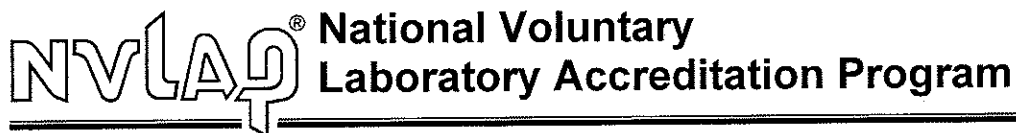
2019-01-01 through 2019-12-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

A handwritten signature in black ink, appearing to read "Peter S. Hinkle". The signature is written over a horizontal line.



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

CA Labs L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809-7105
Mr. Christopher Williams
Phone: 225-751-5632 Fax: 225-751-5634
Email: calabsbr@calabsinc.com
<http://www.calabsinc.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200772-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in dark ink, appearing to read "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

Certificate of Completion

This is to certify that

Jose Godinez

has satisfactorily completed
4 hours of refresher training as an
AHERA Building Inspector

to comply with the training requirements of
TSCA Title II, 40 CFR 763 (AHERA)

EPA Provider # 1085

170313

Certificate Number



Instructor

A handwritten signature in black ink, appearing to be "J. Godinez", written over a horizontal line.

Nov 14, 2018

Expires in 1 year.

Date(s) of Training

Exam Score (if applicable):

M & C Environmental Training

Asbestos Inspector Refresher Training Course

Tulla Stocker

Has successfully completed the Asbestos Inspector Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-06

Location: Oakland, California

Expiration: April 4, 2020

Dates: April 4, 2019

Director of Training: John McGinnis

John McGinnis

Certificate Number 45537 IR

M & C Environmental Training

Asbestos Project Designer Refresher Training Course

Tulla Stocker

Has successfully completed the Asbestos Project Designer Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-10

Location: Oakland, California

Expiration: April 3, 2020

Dates: April 3, 2019

Director of Training: John McGinnis

John McGinnis

Certificate Number **45526 DR**

M & C Environmental Training

Asbestos Management Planner Refresher Training Course

Tulla Stocker

Has successfully completed the Asbestos Management Planner Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-08

Location: Oakland, California

Expiration: April 4, 2020

Dates: April 4, 2019

Director of Training: John McGinnis



Certificate Number 45557 PR

M & C Environmental Training

Asbestos Contractor/Supervisor Refresher Training Course

Tulla Stocker

Has successfully completed the Asbestos Contractor/Supervisor Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-04

Location: Oakland, California

Expiration: April 5, 2020

Dates: April 5, 2019

Director of Training: John McGinnis

John McGinnis

Certificate Number 45569 SR

State of Oregon
Oregon Health Authority

Tulla R. Stocker

is certified by the Oregon Health Authority to conduct Lead-Based Paint Activities

Risk Assessor

Certification Number:	1062--Indv--R
Issuance Date:	6/20/2017
Expiration Date:	6/30/2020



Health
Oregon
Authority