



CITY OF SPRINGFIELD

Special Provisions

for

P11011

Minor Museum Remodel

Engineering Concurrence

The City Engineer for the City of Springfield concurs with the preparation of the plans and specifications, and further concurs with advertising this project for quotes.



Jeffrey A. Paschall, P.E.

5-15-2019

Date

Solicitation No. 2316

**SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

SECTION A – General Requirements

P11011 – Minor Museum Remodel

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED \$50,000 THE DESCRIPTION SUBSTITUTIONS INDICATED BELOW SHOULD BE USED:

- a) **Bid** should be replaced with **Quote**
- b) **Bidder** should be replaced with **Prospective Contractor**
- c) **Bid Proposal** should be replaced with **Quote Submittal**
- d) **Department of Public Works** should be replaced with **Development and Public Works Department**
- e) **Instruction to Bidders** should be replaced with **Instruction to Prospective Contractor**
- f) **Invitation to Bid** should be replaced with **Request for Competitive Price Quote**
- g) **Proposal** should be replaced with **Quote**
- h) **Proposal Package** should be replaced with **Request for Competitive Quote Package**

A1.1 Codes and Standards

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

A1.2 Applicable Standard Specifications

Any applicable Federal, State, or City of Springfield Codes, Standards and Ordinances, all applicable Building Codes of the 2018 International Building Code or current edition thereof, the 1994 Edition, including all modifications at date of Quote opening, of the City of Springfield Standard Construction Specifications, the Special Provisions, and all other Request for Competitive Price Quote documents shall apply to this Request for Competitive Price Quote and the ensuing construction contract, except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

A1.3 Form of Proposal

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

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

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

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized

representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

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

INSERT IN ITS PLACE THE FOLLOWING:

"For your quote to be considered responsive by the City of Springfield the following documents must be included with your submission. A complete submittal package will consist of the following documents:

- ✓ Quote Submittal
- ✓ Financial Responsibility Form
- ✓ Minority, Women and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)

All quotes shall be on the forms furnished by the City. All applicable blanks giving general information must be filled in and the quote signed by an officer or duly authorized representative of the Contractor. The only exceptions to this requirement are the MWESB and Contract documents. Completion of the MWESB form is voluntary, however it must be submitted with your Quote whether you complete the information or not. If you are awarded the Contract, you will be required to submit a fully executed copy of the Contract upon request. Any statement accompanying and tending to qualify a quote may cause rejection of such quote, unless such statement is required in a quote embracing alternate quotes.

Competitive Price Quotes should be clearly labeled with the project number, project title and the statement *Request for Competitive Price Quote* and submitted to the person and in the manner specified in the Request for Competitive Price Quote document.

All quotes must be clearly and distinctly typed or written with ink or indelible pencil. If, in the opinion of the City, the prices in any quote appear to be unbalanced, incomplete, or fail to comply with all the terms required, the quote may be rejected."

A1.4 Proposal Guaranty and Organization

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"A Bid Bond will not be required with this Contract."

A1.5 Interpretation of Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"If it should appear to a Contractor that the work to be done is not sufficiently described or explained in the Request for Competitive Price Quote documents, or that Request for Competitive Price Quote documents are not definite and clear, the Contractor shall make written inquiry regarding same to the individual shown and in the manner instructed in the Request for Competitive Price Quote documents. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Request for Competitive Price Quote, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum. Such addenda shall have the same binding effect as though contained in the main body of the Request for Competitive Price Quote documents. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City. "

A1.6 Addenda to Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for submitting the quotes shall be binding upon the Contractor. Addenda will be posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. The Contractor should check the website frequently for new postings during the open quote period. The City shall make a reasonable effort to notify all individuals, firms, and corporations that were included in the

initial solicitation and to those individuals that attended a Pre-Quote Informational meeting and provided an accurate e-mail address on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance.”

A1.7 Familiarity With Laws and Ordinances

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

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

FEDERAL AGENCIES

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

STATE AGENCIES

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

LOCAL AGENCIES

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

INSERT IN ITS PLACE THE FOLLOWING:

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

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

If the Contractor encounters a condition not referred to in the Request for Competitive Price Quote documents, not caused by the Contractor or any Subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the

Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

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

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

STATE AGENCIES

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

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

LOCAL AGENCIES

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

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

A1.8 Award of Contract

REPLACE THE FIRST PARAGRAPH OF SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The award will be made by Owner to the Bidder submitting the lowest acceptable Bid. In determining the lowest acceptable Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, as between equal Bids, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, and the experience and ability of Bidder to perform the work."

INSERT IN ITS PLACE THE FOLLOWING:

"The Contract will be awarded to the Contractor whose quote, in the opinion of the City, will best serve the City's interests. Consideration will be given to price as well as other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, Contractor capacity and responsibility as specified in ORS 279C.414(2)."

A1.9 Performance Bond and Payment Bond

REPLACE SECTION 103.06 "PERFORMANCE BOND AND PAYMENT BOND" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Owner's Risk Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with subsection 108.14."

INSERT IN ITS PLACE THE FOLLOWING:

"Performance and Payment Bonds will not be required with this Contract."

A1.10 Protection of Property

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

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

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

A1.11 Trade Names, Approved Equals or Substitutions

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

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

A1.12 Insurance

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

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

General Liability Insurance

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

Comprehensive Automobile Liability Insurance

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

Additional Insured Endorsement

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

Property Insurance

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

Workers' Compensation Insurance

Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

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

Additional Policies and Special Coverages

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

Certificates of Insurance

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

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

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

Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Commercial General policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's Additional Insured status for Products and Completed Operations hazards shall extend for at least one year beyond formal Council acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

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

Workers' Compensation

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

Course of Construction and/or Installation Floater

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

Asbestos Abatement (only applicable to Asbestos Specific Contracts)

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

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

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

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

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

Professional Liability Coverage (only applicable to Contracts if specified)

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

Additional Policies and Special Coverages

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

Railroad Protective Liability Coverage

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

Subcontractors

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

Additional Insured Endorsement

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

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

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

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

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

Equipment and Material

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

A1.13 Wage Rates

REPLACE THE FIRST PARAGRAPH OF SECTION 107.09 "WAGE RATES" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage, the existing prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations, and which schedule is a part of the Contract Document. (Reference: ORS 279.352)"

INSERT IN ITS PLACE THE FOLLOWING:

"The City has estimated that the likely cost to complete this project will be under \$50,000 therefore, this project is NOT subject to the Prevailing Wage Rate requirements as specified in ORS 279C.800 through 279C.870."

A1.14 Contract Time

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

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

A1.15 Suspensions of Work

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

"Suspension by Owner

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner for good and sufficient reason. In the event of such suspension, Owner shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner to Contractor to do so. Owner shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of

unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension.

Suspension by Engineer

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

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

Suspension by Contractor

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

Responsibility of Contractor

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

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

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

Resumption of Work

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

INSERT IN ITS PLACE THE FOLLOWING:

"Temporary Suspension of Work by Owner/Engineer

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

Seasonal Suspension of Work by Engineer

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

Suspension of Work by Engineer for Failure to Comply

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

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

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

Suspension of Work by Contractor

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

Responsibility of Contractor Under This Subsection

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

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

restore fencing or place temporary fencing, to include temporary security fencing, as needed to provide secure restraint for pets and to protect private property. The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

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

A1.16 Progress Payment

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

A1.17 Oregon Products

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

A1.18 Salvage and Debris

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

END OF SECTION

**SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

SECTION B – Scope of Work

P11011 - Minor Museum Remodel

B.1 – GENERAL

1) Project Description:

The City of Springfield is seeking qualified firms to make modifications on the main floor of the Museum Building. The project includes removal of interior non-structural partition walls, removal of a toilet, sink and other bathroom fixtures, relocation of electrical wires, light switches, emergency light, fire alarm, adjustment of HVAC ducting, and final restoration. Contractor shall be licensed and registered with the State of Oregon Construction Contractor's Board as a Contractor licensed to do the specified work. All workers shall be appropriately certified and/or supervised as required by codes, ordinances or industry standards.

2) Administrative Requirements:

a) This Request for Quote is for an experienced, licensed Contractor to provide a fully completed project ready for use by the City staff and patrons.

b) Operations include, but are not limited to the work described above and in the specifications included or referenced in the Quote Documents, protection of the public from operations, and protection of materials and features within the work area that remain. All work shall be done in accordance with highest standard of practice in the industry.

c) Codes and Standards: All work shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including but not limited to:

i) Any applicable Federal, State, or City of Springfield Codes, Standards and Ordinances, all applicable Building Codes of the 2018 International Building Code or current edition thereof, the 1994 Edition, including all modifications at date of Quote opening, of the City of Springfield Standard Construction Specifications, the Special Provisions, and all other Request for Competitive Price Quote documents shall apply to this Request for Competitive Price Quote and the ensuing construction contract, except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

ii) Any items of work required by the above referenced codes and standards, but not specifically shown or mentioned, shall be considered to be included as part of the contract specifications and provided without additional cost.

iii) Contractor is responsible for acquiring and paying for all permits, as well as scheduling and passing any necessary inspections.

3) General Access Information:

a) Standard Work Hours: Standard work hours shall be Monday through Friday between the hours of 8 to 5. Work outside these hours will require prior approval from the Project Manager and/or the City Council as applicable. Contractor shall submit a written request to the Project Manager, along with a schedule outlining the dates and times of all proposed work to be scheduled outside of standard work hours. Project Manager will review and approve or deny as appropriate in the best interest of the City.

b) Worker Access to Site: All workers of any Contractor or Subcontractor associated with the work on this project must pass a background check prior to being granted work access within the

building. Any worker that is not able to pass the City's background check will not be permitted to work in the building in any capacity. All employees shall be appropriately certified and/or supervised as required by codes, ordinances or industry standards.

c) Site Access for Approved Workers and Care:

- i) The Contractor and Subcontractors shall be given such access to the site as is necessary to complete the project. Staging areas shall be out of the way of pedestrian and vehicle traffic. Final staging locations must be approved by the Project Manager. Contractor shall protect existing features that stay during project, and will be responsible for any damage caused by their work. Contractor shall repair any damage at his sole expense. Contractor shall perform to the highest standard of practice in the industry.
- ii) Contractor shall make necessary arrangements to protect the public in the project area. Such precautions may include, but are not limited to signage, traffic control, cleanup, locking up of equipment and materials, fencing storage and construction areas or installing barricades for pedestrians or traffic.
- iii) Work shall be accomplished as described in these specifications and on the included in the Quote Documents, taking all necessary precautions as required by law or best practice.
- iv) Contractor shall take reasonable steps to maintain access to the building.
- v) The Contractor shall review the information provided by the City and visit the work site to verify conditions and make calculations and determinations of how to best provide the required service. Contractor shall base their Quote Submittal estimates on these Quote Documents and information they verify on site.
- vi) The Contractor shall determine tools and equipment necessary for execution of the project. The Contractor shall determine the materials and labor necessary to furnish adequate protection for surfaces and objects inside and outside the work area and for adjoining work that could be damaged by preparation and/or work activities. Care shall be taken not to damage any surroundings, finishes or materials adjacent to the work area during execution of the work. Any damage shall be repaired at the Contractor's sole expense.
- vii) All materials and equipment shall be new, unused and free of defects and imperfections, except where Quote Documents and/or Project Leader instruct Contractor to reuse existing materials.
- viii) All work performed shall carry a minimum 1-year warranty on materials and workmanship from the date of final project acceptance by the City of Springfield City Council, in addition to any manufacturer warranties.
- ix) Contractor is responsible for leaving the site in a neat and workman-like appearance during and after the project. This will include cleanup of all debris, safe and sanitary disposal of all material, containers, etc. generated during completion of the project. Further, Contractor shall remove all waste and trash generated by their work. This shall be done at the end of each work day. Take all standard professional precautions to avoid contamination of the environment as required by law and to protect the public from operations.

4) Ventilation, Dust Control and Noise:

- a) Ventilation: Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- b) Dust Control: Execute work by methods to minimize raising dust from construction operations.
 - i) Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - ii) Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - iii) Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

- c) Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations. Excessively noisy tools and operations will not be tolerated inside the building except as approved by Owner's Project Manager at any time of day. Excessively noisy tools include pneumatic hammers.

B.2 – OVERALL PROJECT DESCRIPTION AND SCOPE OF WORK

- 1) Demolition of:
 - a) Partition walls
 - b) Doors and Door Frames (Salvage to the Owner)
 - c) Electric and Data Outlets
- 2) Drywall and Finishing:
 - a) Place and patch drywall throughout the project area to match existing in type, quality, texture and finish.
- 3) Relocate or Install Outlets:
 - a) Electrical duplex
 - b) Low data and phone
- 4) Quality Requirements:
 - a) Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
 - b) Comply with manufacturers' instructions, including each step in sequence.
 - c) Should manufacturers' instructions conflict with Quote Documents, request clarification from Project Manager before proceeding.
 - d) Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - e) Have work performed by persons qualified to produce required and specified quality.
 - f) Verify dimensions with field measurements.
 - g) Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
 - h) Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Quote Documents, request clarification from Project Manager before proceeding.
 - i) Adjust products to appropriate dimensions; position before securing products in place.
- 5) Submittals:
 - a) Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this project.
 - b) Operation and Maintenance Data: For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance of work by Project Manager.
 - c) Warranties and Bonds: For equipment or component parts of equipment put into service during construction at the direction of the Project Manager, submit documents within 10 days after acceptance of work by Project Manager.

6) Product Options:
Brand Name or Equal Specification means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. The "Equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality and general configuration. Determination of equal in reference to the project design requirements will be made by the Project Manager, pursuant to Subsection 106.07 of the 1994 Edition of the City of Springfield Standard Construction Specifications, to include all revisions at the date of Quote opening. Unless otherwise specified, whenever a manufacturer's name brand or model is mentioned, it is to be understood that the phrase "approved equal" is assumed to follow thereafter, whether it does in fact or not. Such specification authorizes Contractors to offer goods or services that are equivalent or superior to those brands named or described in the specification. Manufacturer's names and model numbers shown on drawings or in specifications form the basis of design and indicate quality of equipment or materials. Manufacturers not listed require prior approval.

7) Substitutions:
If a Contractor proposes the use of a substituted product the Contractor shall submit a written request utilizing the Substitution Request Form included as part of the Quote Documents to Terri White, in the manner instructed and within the timeframe indicated. Substitution Requests received will be evaluated. All decisions will be entered on the Clarifications Log and posted to the project webpage shown in the Request for Competitive Price Quote. If the Substitution Request Form is approved the City shall also make a reasonable effort to provide such information in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Quote Meeting and provided a valid email address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Quote Documents. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

All Substitution Request Forms must be received by the person and in the manner specified and no later than the date shown on the Substitution Request Form included in these Quote documents.

- 8) Transportation and Handling:
- a) Transport and handle products in accordance with manufacturer's instructions.
 - b) Store and protect products in accordance with manufacturers' instructions.
 - c) Store with seals and labels intact and legible.
 - d) Comply with manufacturer's warranty conditions, if any.
 - e) Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
 - f) If special precautions are required, attach instructions prominently and legibly on outside of packaging.
 - g) Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
 - h) Transport and handle products in accordance with manufacturer's instructions.
 - i) Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
 - j) Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
 - k) Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

- l) Arrange for the return of packing materials, such as wood pallets, where economically feasible.
- 9) Operations and Maintenance Data:
- a) Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
 - b) Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
 - c) Typed Text: As required to supplement product data, provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- 10) Warranties and Bonds (as applicable):
- a) Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of warranty until Date of Substantial Completion is determined.
 - b) The beginning date of time on warranties shall be the final project completion date.
 - c) Verify that documents are in proper form, contain full information, and are notarized. Retain warranties and bonds until time specified for submittal.

B.3 - DEMOLITION

- 1) Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- 2) Selective demolition of building elements for alteration purposes:
 - a) Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - b) Obtain all required permits.
- 3) Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed. Do not allow worker or public access within range of potential collapse of unstable structures.
 - a) Provide, erect, and maintain temporary barriers and security devices.
 - b) Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - c) Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
- 4) Do not begin removal until receipt of Notice to Proceed Letter from Owner.
- 5) Protect existing structures and other elements that are not to be removed.
 - a) Provide bracing and shoring.
 - b) Prevent movement or settlement of adjacent structures.
 - c) Stop work immediately if adjacent structures appear to be in danger.
- 6) Verify that construction and utility arrangements are as shown.
- 7) Report discrepancies to Project Manager before disturbing existing installation.

- 8) Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications):
 - a) Remove existing systems and equipment as indicated.
 - b) Maintain existing active systems that are to remain in operation and maintain access to equipment and operational components.
 - c) Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - d) Verify that abandoned services serve only abandoned facilities before removal.
 - e) Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- 9) Remove debris, junk, and trash from site.
 - a) Leave site in clean condition ready for subsequent work.
 - b) Clean up spillage and debris from public and private areas.

B.4 - PAINTING AND COATING

- 1) Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- 2) Interior Latex Primer: Zero VOC
 - a) Ultra-Spec 500 Interior Latex Primer (534) by Benjamin Moore
 - b) Interior Acrylic Latex Enamel: Zero VOC
 - c) Ultra-Spec 500 Interior Paint (538) by Benjamin Moore
 - d) Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- 3) Patching Material: Latex filler
- 4) Fastener Head Cover Material: Latex filler
- 5) Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- 6) Repair existing coatings that exhibit surface defects and repair existing surfaces to new condition.
- 7) Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- 8) Drywall Surfaces to be Painted: Fill defects with filler compound. Spot prime defects after repair.
- 9) Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- 10) Apply products in accordance with manufacturer's instructions.
- 11) Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

- 12) Paint Systems:
 - a) Drywall Board:
 - i) Prepare surfaces as recommended by manufacturer.
 - ii) One coat latex primer
 - iii) Two coats Acrylic Latex Enamel, egg-shell gloss
 - iv) Colors: As selected by Project Manager.
 - b) Existing Surfaces:
 - i) Repair existing walls where necessary upon completion of partition wall demolition. Match adjacent wall surfaces in texture and paint color.
 - ii) Prepare surfaces as recommended by manufacturer.
 - iii) One coat compatible primer as needed.
 - iv) Two coats Acrylic Latex Enamel, finish shall match adjacent wall surfaces.
 - v) Colors: Match adjacent wall surfaces.

B.5 - ELECTRICAL

- 1) General: Relocate electrical systems both line and low voltage as necessary within walls specified to be removed. Work generally includes, but is not limited to electrical distribution, devices, wiring.
- 2) Omissions: Omission of expressed reference to any item of labor or material necessary for the proper execution of the work shall not relieve responsibility from providing such additional labor or material.
- 3) Examine Site of Work before preparing a Quote Submittal and ascertain all related physical conditions.
- 4) The Contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all utilities and equipment. Replace damaged items with new material to match existing. Promptly notify Project Leader if utilities are found which are not shown on the drawings.
- 5) Remove all existing fixtures, switches, receptacles, and other electrical/data equipment and devices and associated wiring from walls, ceilings, floors, and other surfaces scheduled for remodeling, relocation, or demolition unless specifically shown as retained or relocated on Schematic.
- 6) Maintain electrical and data continuity of all existing systems. Remove or relocate boxes, conduit, wiring, equipment, fixtures, etc. as may be encountered in removed or remodeled areas in the existing construction affected by this work. Wiring which serves usable existing outlets shall be removed and restored clear of the construction or demolition. If existing junction boxes will be made inaccessible, or if abandoned outlets serve as feed through boxes for other existing electrical equipment which is being retained, new conduit and wire shall be provided to bypass the abandoned outlets. If existing conduits pass through partitions or ceiling which are being removed or remodeled, new conduit and wire shall be provided to reroute clear of the construction or demolition and maintain service to the existing load.
- 7) No circuit breaker or disconnects shall be turned off without prior approval from Project Leader. Coordinate with the Project Leader responsible for the area or equipment affected for any electrical interruptions which affect the operation of the remaining portions of the facility.
- 8) Products shall be compatible with existing circuits and systems and as required by code.

- a) Switches: 120/277 Volt. AC Quiet, slow make, slow break design, toggle handle, with totally enclosed case, rated 20 ampere, and specification grade. Provide matching two-pole, three-way and four-way switches.
 - b) Duplex Receptacles: Full gang size, polarized, duplex, parallel blade, U-grounding slot, specification grade, rated at 20 amperes, 125 volts (unless otherwise noted), designed for split feed service.
 - c) Data shall be:
 - i) Cat 5E
 - ii) Terminated to RJ45 Jacks, 4 per face plate
 - d) Wall Plates: Satin stainless steel, Type 302. Nominal .040-inch thick. Match device configuration.
 - e) Electric and Data Outlet boxes shall match existing in size, finish, quality and mounting heights.
- 9) Execution of demolition and installation shall comply with applicable codes, ordinances and industry standards.

END OF SECTION