

INTERMEDIATE SOLICITATION DOCUMENT (ISD)

FOR

SPRING CREEK ELEMENTARY SCHOOL / READERBOARD SIGN-REQUOTE

#15\_70

EUGENE PUBLIC SCHOOLS  
LANE COUNTY SCHOOL DISTRICT NO. 4J  
EUGENE, OREGON

Date Issued: February 3, 2015

DUE DATE: February 17, 2015

TIME: 2:00 PM

SOLICITATION CONTACT: Kathi Hernandez  
TELEPHONE: 541-790-7419  
FAX: 541-790-7420  
ELECTRONIC MAIL: [hernandez@4j.lane.edu](mailto:hernandez@4j.lane.edu)

TECHNICAL SPECIFICATION CONTACT: Larry Massey  
TELEPHONE: 541- 790-7428  
ELECTRONIC MAIL: [massey\\_l@4j.lane.edu](mailto:massey_l@4j.lane.edu)

MAILING ADDRESS: Eugene School District No. 4J  
Facilities Management  
715 West 4<sup>th</sup> Avenue  
Eugene, Oregon 97402-5024

**FAXED OR ELECTRONIC QUOTATIONS WILL BE ACCEPTED**

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 SPRING CREEK ELEMENTARY SCHOOL / READERBOARD SIGN-REQUOTE

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**For more information or for clarification of this ISD, direct inquiries as follows: Kathi Hernandez, [hernandez@4j.lane.edu](mailto:hernandez@4j.lane.edu) or (541) 790-7419, for questions regarding the Solicitation Document. Larry Massey, [massey\\_l@4j.lane.edu](mailto:massey_l@4j.lane.edu) or (541) 790-7428, for questions regarding the Technical Specifications. Eugene School District No. 4J Facilities Management, 715 West 4<sup>th</sup> Avenue, Eugene OR, 97402-5024, OR FAX (541) 790-7420. Questions must be in writing and must be submitted. Offerors can access solicitation documents on [www.4j.lane.edu/bids/](http://www.4j.lane.edu/bids/).**

**All questions will be reviewed and if necessary, at the sole discretion of the District, an addendum will be issued to address such questions by clarifying or amending the ISD.**

## Submission Rules

### Offer Deadline

Offers will be accepted until 2:00 PM on February 17, 2015, at the Eugene School District 4J, Facilities Management Office, 715 West 4<sup>th</sup> Avenue, Eugene, Oregon 97402, either via mail, email or fax. All Offers are to be clearly identified “**SPRING CREEK ELEMENTARY SCHOOL / READERBOARD SIGN-REQUOTE**”. Delivery of the response is the sole responsibility of the offeror. The offeror accepts all risks of late delivery of facsimile offer or misdelivery by mail or email regardless of fault. All offers received after the date and time indicated will not be considered.

Pursuant to OAR 137-047-320(2), “facsimile offer” can be used for this Solicitation Document. It means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by Eugene School District 4J via a facsimile machine. The entire response must arrive at the place and by the time specified in this Solicitation Document. Offerors must sign their facsimile Offers.

The District reserves the right to Award a Contract solely on the basis of a facsimile Offer. However, upon the District’s request the apparently successful Offeror shall promptly submit its complete original signed Offer.

The District facsimile machine receiving Offers is a Panafax UF-770. The fax number is 541.687.7420. The District is not responsible for any failure attributable to the transmission or receipt of the facsimile Offer including, but not limited to the following:

- Receipt of garbled or incomplete documents;
- Availability or condition of the receiving facsimile machine;
- Incompatibility between the sending and receiving facsimile machine;
- Delay in transmission or receipt of documents;
- Failure of the Offeror to properly identify the Offer documents;
- Illegibility of Offer documents;
- Security and confidentiality of data

### Multiple Offers

No more than one offer may be submitted by each proposing firm.

### Right to Reject Offers

The District reserves the right to retain all offers submitted and to use any ideas in an offer regardless of whether that offer is selected. Submission of an offer indicates acceptance by the firm of the conditions contained in this Solicitation unless clearly and specifically noted in the offer submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any and all offers.

**PART 1  
STATEMENT OF WORK**

**1. PURPOSE OF INTERMEDIATE SOLICITATION DOCUMENT (ISD)**

The Eugene School District 4J is seeking offers from qualified firms to provide an Electronic Readerboard Sign.

**2. SCOPE OF WORK**

The intent of this solicitation is to select a qualified contractor to perform the work of supplying and installing Spring Creek Elementary School / Readerboard Sign-Quote. The scope of work consists of furnishing all labor, equipment, and materials for the following:

Readerboard Display and I.D.Signs, Lexan Covers, Monument, Foundation, Permits and Customer Training.

**3. SPECIFICATIONS OF MATERIALS AND WORK PERFORMANCE**

The District's Facilities Management Department will provide specifications (attached) and have final approval on sign designs. Sign colors and Art Graphics will be provided by the school administration contact Debera Delatte at 541.790.7870. Work will be inspected by Facilities Management before approval for payment is made.

**4. OTHER REQUIREMENTS**

Experience

The Offerors shall have a minimum of three (3) years experience satisfactorily installing readerboard signs. Upon issuing the District's Intent to Award, Contractor(s) shall complete a "Contractor Qualification and Responsibility Checklist Form" to verify the Offeror meets the applicable standards of responsibility pursuant to OAR 137-040-0390 (3).

Permits

All work for Eugene School District 4J facilities will require a permit. The Offeror shall be responsible for obtaining the permits.

Work by Owner

The Eugene School District 4J will provide; Electrical power and Ethernet connections to the sign location (including related boring and trenching) and existing landscape and irrigation removal and relocation.

General Information

The District shall award the contract to the Offeror whose offer will be serve the District needs. The District reserves the right to decide what is in the District's best interest.

**PART 2  
SUBMITTAL PROCEDURES**

1. GENERAL

- A. The term “contractor”, “vendor” or “Offeror” shall refer to the firm or individual submitting an Offer.
- B. All Offers must be submitted on the form provided herein for this purpose.
- C. Offers shall arrive (by mail or hand delivery) within the time specified in the notice below. **FAX (facsimile) Offers and Electronic Offers will be accepted.**
- D. Prices entered in the pricing section shall represent the Offeror’s net price per unit after all trade and cash discounts have been considered. The Offer submitted shall be signed by a representative of the company authorized to bind the firm.
- E. The District is not liable for any cost incurred by an Offeror prior to issue of a contract.

2. OFFER VALIDITY PERIOD

Each Offer shall be irrevocable for a period of sixty (60) days from the Offer opening date and each vendor so agrees in submitting an Offer.

3. OFFER SUBMITTAL

Offers are to be submitted in one copy on the forms provided, signed and returned to: Eugene School District 4J, Attention: Kathi Hernandez, 715 West 4<sup>th</sup> Avenue, Eugene, OR 97402. The name and address of the vendor, and **“Offer: Spring Creek Elementary School / Readerboard Sign-Quote”** must appear on the outside of the envelope. If Offer is faxed or emailed, a cover sheet is required providing the same information as if mailing.

Electronic Offers can be emailed to [hernandez@4j.lane.edu](mailto:hernandez@4j.lane.edu) .

FAX to 541-790-7420

Contractor shall complete Response Form “Spring Creek Elementary School / Readerboard Signs-Quote”, Part 4.

Contractor shall certify to non-collusion practices on the Signature Page included as part of the Offer. The signature page must be executed by the member, officer or employee of the contractor who makes the final decision on prices and the amount offered in the Offer.

Contractor shall certify to non-discrimination in employment practices on the Part 5 form, included as part of the Offer. By submitting an Offer, the contractor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the Federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.

Vendor shall indicate, on the Offer, where provided, the contractor status as a “resident” or “non-resident” in accordance with ORS 279A.120.

4. ADDENDA

Addenda, if any, will be issued anytime up to three (3) calendar days prior to Offer due date. To ensure adequate receipt of addenda: verify that the District has the name, phone number, FAX number and electronic address for a contact person for the firm. Any addenda will be posted on [www.4j.lane.edu/bids/](http://www.4j.lane.edu/bids/).

5. SPECIAL TERMS AND CONDITIONS

The apparent silence of the Specifications and/or any supplemental Specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. The District intends that Offerors will furnish complete information for an intact and fully functioning voice and data service. If any omitted specification results in ambiguity as to material characteristics of the Equipment and Services, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with an Offer for an intact and fully functioning service, then an Offeror shall seek written request for change. Failure to make such a request is at the Contractor's risk, and Contractor shall be required to provide Equipment and Services meeting the District's needs with regard to any omitted specification for which change should reasonably have been sought.

RESERVATION OF RIGHTS WITHOUT PREJUDICE

The School District reserves the following rights (in the School District's sole discretion): to amend the ISD; to extend the deadline for submitting Offers; to decide whether an Offer does or does not substantially comply with the requirements of this ISD; to waive any minor irregularity, informality, or nonconformance with this ISD; to reject any Offer; that fails to substantially comply with all prescribed ISD requirements and procedures; to cancel the ISD; and/or award any part or all parts of any Offer.

**PART 3**  
**CONTRACT GENERAL TERMS AND CONDITIONS**

**1. GENERAL REQUIREMENTS**

All Offerors are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all Offers received as a result of this ISD, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the Offer of the successful Contractor(s) will become the contractual obligation, if a contract ensues. Failure of the successful Contractor(s) to accept these obligations may result in cancellation of the award. The selected Contractor(s) will be required to assume responsibility for all services offered in their Offer whether or not produced by them. Further, the Offeror will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

**2. ORDINANCES, PERMITS, LICENSES**

The contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The Offeror shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

**3. WAIVER OF PROVISIONS**

Contractor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

**4. CANCELLATION**

This contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. This contract may also be terminated by the District in the event that the project is permanently abandoned.

**5. CONTRACT BREACH**

In the event of a breach by the Offeror of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the contractor.

**6. DAMAGES**

The Offeror shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract.

**7. HOLD-HARMLESS AND INDEMNIFICATION**

To the fullest extent of the law, the Offeror will defend, indemnify, hold harmless and reimburse the District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Offeror, the Offeror's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the District.

## 8. INSURANCE

The Contractor shall maintain in force for the duration of this agreement an Umbrella Insurance Policy with the limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. The insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District Risk Manager.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District 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. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The Offeror shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The Offeror shall provide a certificate of insurance to the District as evidence of coverage containing a 30 day notice of cancellation clause.

Equipment and Material: The Offeror shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The Offeror shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general Offeror in this contract. The Offeror shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District's Risk Manager.

## 9. COPYRIGHTS

The Offeror agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase herein. The Offeror further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

## 10. LIENS, CLAIMS, OR ENCUMBRANCES

The Offeror warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

## 11. DELIVERY INFORMATION

Delivery shall be on any working day (Monday through Friday except holidays) between the hours of 8:00 a.m. and 3:00 p.m. The Offeror agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or, destruction shall not release the Offeror from any obligation under this contract. No charges will be allowed for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.



12. DEFECTIVE ITEMS

The Offeror agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period, and to be responsible for ALL TRANSPORTATION costs for return thereof to the Offeror and, when repaired or replaced, the return thereof to the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.

13. DELIVERABLES

All goods or materials purchased herein are subject to the approval of the District. Any rejections of materials or services, whether held by the District or returned, will be at the Offeror's risk and expense. All invoices and/or documents affecting this contract shall contain the applicable purchase order number. Pursuant to this contract, packing lists indicating the content therein shall be enclosed with each and every shipment.

14. TIME OF DELIVERY

All deliveries are to be made according to the delivery schedule stated herein. No exception to the delivery schedule shall be allowed unless prior written approval is first obtained from the District Purchasing Department. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of any order for failure to deliver on time. Any failure of delivery may be considered a breach of this contract and damages calculated according to the provisions of this contract.

15. WARRANTY

The Offeror warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and Free from defects.

AUTHORITY; BINDING OBLIGATION.

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

WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that:

Contractor shall perform all Services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the Services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Contractor shall be qualified, competent and current with any necessary licenses to perform the Services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Contractor's receipt of payment under the Contract.

16. CONTRACT PAYMENTS

All payments to the Offeror shall be remitted by mail. The District shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Spring Creek Elementary School, Attention: Accounts Payable, 560 Irvington Dr., Eugene, Oregon 97404.**

17. RIGHT TO AUDIT

The District reserves the right to audit, at reasonable times and places, the books and records of any Offeror who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any vendor who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

18. PRICING

During the period of the contract, the District reserves the right to perform a spot market analysis to ensure competitive prices are obtained. As part of this analysis, the District can go elsewhere for an item or items if a lower price can be obtained. The Offeror has a pre-emptive right to honor the lower price for this item if it wishes.

19. DISTRICT PERSONNEL

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

20. CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of Purchasing.

21. ORDER OF PRECEDENT

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the Quotation document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given to Board Policy then the Rules Manual.

22. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 other government agencies may join together with the District to add their requirements. Said agency/agencies shall have the power and authority to contract directly with the successful vendor(s) under the terms of this contract.

23. NON-DISCRIMINATION CLAUSE

The Offeror agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

24. PROVISIONS BY REFERENCE

The following provisions of the Oregon Revised Statutes are conditions or clauses of this text and incorporated by reference. Copies of the full text are available upon request.

**279B.220            CONDITIONS OF PUBLIC CONTRACTS CONCERNING  
PAYMENT OF LABORERS AND MATERIALMEN,  
CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS  
AND WITHHOLDING TAXES**

**279B.235            CONDITIONS CONCERNING HOURS OF LABOR**  
**279B.230            CONDITIONS CONCERNING PAYMENT FOR MEDICAL**  
**CARE AND PROVIDING WORKERS' COMPENSATION**

**25.    HAZARDOUS MATERIALS**

Orders will not be accepted if they contain any hazardous materials and arrive without labeling meeting Oregon Administrative Rule 437-155-0020 (OSHA Hazard Labeling Rules). The shipment must also include Material Safety Data Sheets (MSDS) essentially similar to Form OSHA 20, as required by Rule 437-155-0025.

**26.    RECYCLABLE PRODUCTS**

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document (ORS 279B.270 (2)). Preference for the purchase of recycled materials shall be in accordance with ORS 279A.125.

**27.    USE OF TOBACCO PRODUCTS**

Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110.

**28.    FINGERPRINTING**

Individuals with whom the district contracts, or any employee of a district contractor who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check. The Lane County Sheriff Department provides fingerprinting service for the District at a cost of \$62 per individual. Individuals or contractors shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

**29. DISPUTE RESOLUTION**

29.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 29.1.**

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

**30. ASBESTOS CONTAINING MATERIALS WARNING**

Asbestos containing materials are known to exist in areas of the Work. The Contractor shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. Where access to concealed spaces is required, or it is necessary to disturb building materials such as for drilling of holes, cutting, etc., notify the Owner so that proper investigation and/or removal procedures are followed.

**PART 4**

**RESPONSE FORM**

Proposal for: **SPRING CREEK ELEMENTARY SCHOOL/READERBOARD SIGN-REQUOTE**

Submitted to: Facilities Management Office  
Eugene School District No. 4J  
715 West Fourth Avenue  
Eugene, Oregon 97402

Due Date: **February 17, 2015**  
Time: **2:00 PM**

From: \_\_\_\_\_  
(Company Name) (Date)

The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with the Contract Documents for the lump sum price indicated below.

**BASE QUOTE: Provide Readerboard Display and I.D. Signs, Lexan Covers, Monument, Foundations, Permits and User Training.**

Quote Amount: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

The undersigned agrees, if awarded the contract, to comply with the provisions of Oregon Revised Statutes 279C.800 through 279C.870 pertaining to the payment of prevailing rates of wage.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) working days after receiving contract forms, a signed Agreement. By submitting this Offer, the Offeror certifies that the Offeror:

a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, and is not disqualified under ORS 279C.440; d) is qualified legally to contract with the Owner; and e) will promptly supply all necessary information in connection with any inquiry the Owner may make concerning the responsibility of the Offeror. Prior to award of a Contract, the Offeror shall submit appropriate documentation to allow the Owner to determine whether or not the Offeror is "responsible" according to the above criteria.

Contractor warrants that Contractor has a Qualifying Employee Drug-Testing program and will require each subcontractor providing labor for the project to do the same.

**PART 5  
CERTIFICATIONS  
NON-DISCRIMINATION CLAUSE  
SPRING CREEK ELEMENTARY SCHOOL / READERBOARD SIGN-REQUOTE**

The respondent agrees not to discriminate against any client, employee, or applicant for employment or services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, and/or rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**RESIDENT CERTIFICATE**

Please Check One:

\_\_\_\_\_ Resident Respondent: Respondent has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this Offer, has a business address in this state and has stated in this proposal whether the bidder is a "resident bidder" under ORS279A120(1)(b).

Or

\_\_\_\_\_ Non Resident Respondent: Respondent does not qualify under requirements stated above. Please specify your state of residence:

\_\_\_\_\_

Officer's Signature: \_\_\_\_\_

Type or Print Officer's Name: \_\_\_\_\_

**PART 6**  
**SIGNATURE PAGE**  
**SPRING CREEK ELEMENTARY SCHOOL / READERBOARD SIGN-REQUOTE**  
**Due: 2:00 PM, February 17, 2015**

**EUGENE PUBLIC SCHOOLS DISTRICT NO. 4J, LANE COUNTY**

The undersigned proposes to furnish all supplies and/or perform all work as described, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned, by submitting a quotation, represents that:

- A. The Respondent has read and understands the specifications and any drawings or attachments and the Offer is made in accordance herewith.
- B. The Offer is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Intermediate Solicitation Document may disqualify the respondent as being non-responsive.

The undersigned certifies that the Offer has been arrived at by the respondent independently and has been submitted without any collusion designed to limit independent responses or competition.

The undersigned certifies that the respondent has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this Offer:

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

We therefore offer and make this quotation on furnishing the following equipment and/or services at the prices indicated hereon in fulfillment of the specifications of Lane County School District 4J.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

(Signature of Authorized Official, If partnership, signature of one partner.)

Typed: \_\_\_\_\_

NAME

TITLE

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

Specifications, drawings and general provisions of the Contract.

Drawings:  
Site Plan

**1.2 SUMMARY**

This Section includes the following: Readerboard Sign

**SUBMITTALS**

Product Data: Manufacturer Data

Shop drawings: I.D.Sign, LED Display, Mounts, enclosures and materials/finishes, sign script and logo approved by School Administrator and District Architect.

Maintenance Data: For signs and enclosures.

**2.0 READERBOARD SIGN**

**2.1 MANUFACTURER / MODEL**

OPTEC, Monochrome, LED Sign

**2.2 I.D. SIGN**

Cabinet: Painted Aluminum, Approximate size 14" x 94"  
Face: Double Sided Display/Polycarbonate with translucent graphics  
Illumination: Internally illuminated with LED Lamps  
Protective Covers: Clear Lexan with hinge opening system, both sides.

**2.3 LED DISPLAY**

Mount: Steel Pole with Concrete Footing  
Pole Cover: Painted Aluminum, Approximate size 10" x 30" x 18"  
Cabinet: Painted Aluminum, Approximate size 24" x 96" x 30"  
Character Size: 20mm  
Character Lines: 3 at 5 1/2" high  
Character Color; Amber, Grayscale  
Character Lines: 3 Lines  
Resolution: 24 x 112 pixel matrix  
Face: Double Sided Display  
Protective Covers: Clear Lexan with hinge opening system, both sides.

## **2.4 ELECTRICAL SPECIFICATION**

Watts per Pixel: 0.52  
Total Watts: 279.4  
Current (amps): 2.54  
AC Power: 208V-Single Phase

## **2.5 ACCESSORIES / COMMUNICATION**

Software: Vivid Software  
5 year software upgrade: include  
Digital Temperature Probe: include  
Communication Type: Wireless Ethernet (RS 485)

## **2.6 MISCELLANEOUS**

Provide shipping, building and support structure and installation of Readerboard Sign.  
Provide training for setup and operation of Sign to School Administrator.  
Sign Colors and Graphic Art to be provided by School Administrator.  
Shop Drawings to be approved by School Administrator and District Architect.

## **2.7 WARRANTY**

5 Year parts and in-factory labor.

END OF SECTION 10416



Irvington Drive

LANDSCAPE & IRRIGATION  
RELOCATION (B.O.) AT  
READERBOARD LOCATION

APPROX. READERBOARD  
LOCATION. COORDINATE  
EXACT LOCATION W/ STREET,  
SETBACK & EXISTING  
UTILITIES.

2- 3/4" CONDUITS:  
1 FOR ELECT. POWER  
1 FOR LOW VOLTAGE  
INSTALL USING TRENCHLESS  
DIRECTIONAL BORING (B.O.)

3/4" CONDUIT & CABLING  
FROM POWER OUTLET TO  
EXISTING ELECT. PANEL (B.O.)

ACCESS PT.  
PROVIDE 3/4" WATERTIGHT SLEEVE  
AT WALL PENETRATION  
(B.O.)

EXISTING ELECT. PANEL

CONDUIT & CABLING  
FROM ACCESS PT. TO IDF  
(B.O.)

SCHOOL OFFICE

EXISTING IDF

NOTE: COORDINATE ALL WORK  
W/ EXISTING UTILITIES

SPRINGCREEK ELEM. SCHOOL  
560 IRVINGTON DRIVE



SITE PLAN

SCALE: 1" = 60'-0"

A-1

**ATTACHMENT A**  
**CONSTRUCTION CONTRACTOR AGREEMENT**  
**TERMS & CONDITIONS 07/19/2013**

This Construction Contractor Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

- 1. DECLARATION OF INDEPENDENT CONTRACTOR:** CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.
- 2. CONTRACTOR'S REGISTRATION:** The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTOR's Board.
- 3. RESPONSIBILITY TEST:** CONTRACTOR certifies that the contractor: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the DISTRICT.
- 4. PERMITS, FEES AND NOTICES:** The CONTRACTOR will pay the plan check fee, building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The CONTRACTOR shall pick up permits and call for inspections through final inspection, as required by the City Building Department.
- 5. USE OF SITE:** Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.
- 6. SMOKING, DRUG AND ALCOHOL POLICIES:** Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.
- 7. POTENTIALLY HAZARDOUS PRODUCTS:** The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.  
  
MSDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.  
  
Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The CONTRACTOR is to construct and maintain appropriate barriers.
- 8. ASBESTOS CONTAINING MATERIALS:** Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.
- 9. SAFETY REQUIREMENTS:** Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees,

are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

#### **10. ELECTRICAL REQUIREMENTS:**

**LOCKOUT/TAGOUT:** Contractor shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437-002-0140, General Environmental Controls Lockout/Tagout (1919.147), or latest version.

**ARC FLASH – ELECTRICAL SAFETY:** Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

**11. CONFINED SPACE REQUIREMENTS:** If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary under OAR 437-002-0140.

**12. HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, and damage expenses, for liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only 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, contributed to or caused such damage, whether or not such incidents are contributed to or caused in any part by Eugene School District 4J.

**13. INSURANCE:** The Contractor shall maintain in force for the duration of this agreement, the following:

**General Insurance:** The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

**Workers' Compensation:** The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.

**Equipment and Material:** The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

**Course of Construction:** The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.

**Property Insurance:** The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder's risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in The Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-subcontractors in the Project.

**Evidence of Coverage:** Evidence of the above coverages issued by a company satisfactory to the District shall be provided to the District 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. It is the Contractor's obligation to provide the 30 days notice if not done so by the Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

**Subcontractors:** The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto

liability, professional liability (as applicable), and workers' compensation insurance with coverage 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.

**Exception or Waivers:** Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT's Risk Manager.

**14. PERFORMANCE BOND AND PAYMENT BOND:** Unless otherwise stated in the solicitation document, the Contractor shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School District 4J's Risk Manager. The cost of the bonds shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition.

The Contractor shall deliver the required bonds to the DISTRICT with the executed Agreement. The Contractor shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

**15. OWNERSHIP OF WORK PRODUCT:** All work products of the CONTRACTOR, which result from this contract shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.

**16. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**17. REIMBURSEMENT OF EXPENSES:** The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.

**18. FRINGE BENEFITS:** Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.

**19. HOURS OF LABOR:** No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in the cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half of the regular pay for all time worked.

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

The Contractor shall give notice to employees who work on a public contract in writing, 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 the employees may be required to work.

**20. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES:** The Contractor shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the Work provided for in such contract. (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**21. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the 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 working under this contract are subject employers and must comply with ORS 656.017.

**22. PAYMENT OF CLAIMS BY PUBLIC OFFICERS:** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT

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 such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.

**23. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

**24. PREVAILING WAGE RATES:** When the total price of the Project is \$50,000 or more, each worker in each trade or occupation employed in the performance of this Contract, either by the contractor, subcontractor or other person doing or contracting to do 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. This provision applies to all contracts, regardless of the price of the individual contract, as long as the combined price of all contracts awarded on the Project is \$50,000 or more.

- a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.
- b. The DISTRICT will pay the public works fee to Oregon Bureau of Labor and Industries.
- c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):
  - .1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the higher of the applicable state or federal prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the 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 If the Contractor does not file certified payroll as required (at least once per month) the DISTRICT will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.
  - .3 If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.
  - .4 Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.
  - .5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
  - .6 Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request.
- d. For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.
- e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

**25. SUBCONTRACTORS:** The CONTRACTOR shall include in any subcontract for property or services entered into by the CONTRACTOR and Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on

amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

- 26. PROJECT CLOSEOUT:** When the Work is determined to be complete:
- a. Return all keys to DISTRICT Representative.
  - b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
  - c. Submit any operation and maintenance information required by technical specifications.
  - d. Submit any as-built drawings or other as-built documentation required by technical specifications.
  - e. Submit AIA Document G707 Consent of Surety Company for final payment.
  - f. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
  - g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
  - h. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
  - i. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.
- 27. NON-DISCRIMINATION:** The CONTRACTOR, by signing this agreement certifies that the CONTRACTOR has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts. The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
- 28. FOREIGN CONTRACTORS:** In the event this Contract is awarded to a contractor not domiciled in or registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.
- 29. TERMINATION WITH CAUSE:** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- a. Material violation of this agreement.
  - b. Any act exposing the other party to liability to others for personal injury or property damage.
- 30. REMEDIES:** In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.
- 31. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE:** Any contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion that such action is in the DISTRICT'S best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. For suspended work, the CONTRACTOR will be entitled to five percent (5%) per year of the value of the work suspended, only if ultimately completed, and reasonable re-mobilization costs, if applicable. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the District.
- 32. ASSIGNMENT:** CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.
- 33. NO AUTHORITY TO BIND CLIENT:** CONTRACTOR has no authority to bind or obligate the DISTRICT, or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or

agency between the parties.

- 34. NON-WAIVER:** The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- 35. NOTICES:** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.
- 36. CHOICE OF LAW:** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.
- 37. ATTORNEY'S FEES:** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.
- 38. ENTIRE AGREEMENT:** This is the entire agreement of the parties, and supersedes any prior agreement.
- 39. SEVERABILITY:** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
- 40. AMENDMENTS:** This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.
- 41. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK:** The allowance for the combined overhead and profit included in the total net cost to the DISTRICT shall be based as follows:
- a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.
  - b. For the Contractor, for Work performed by the Contractor, 15 percent of the amount due the Contractor.
  - c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
  - d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
  - e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
  - f. Itemize costs to include breakdown for materials and labor, overhead and profit.
  - g. A change to the work providing a net CREDIT to the DISTRICT shall include a credit for overhead and profit based on the following schedule:
    1. For the Contractor, 5 percent of the Cost to be credited.
    2. For each Subcontractor, 5 percent of the Cost to be credited.
    3. For each Sub-subcontractor, 5 percent of the Cost to be credited.
  - h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.
- 42. APPLICATION FOR PAYMENT:** Submit on invoice customarily used by Contractor. Identify 5% retainage to be carried until the project is determined to be complete
- 43. DEBARMENT CERTIFICATION:** The contractor/Vendor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the Eugene 4J School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

END OF TERMS AND CONDITIONS

**CONSTRUCTION CONTRACTOR AGREEMENT**  
**LANE COUNTY SCHOOL DISTRICT 4J**  
**(Sample Form)**  
**715 West Fourth Avenue**  
**Eugene, Oregon 97402**

This Agreement is hereby made between the Lane County School District 4J, hereinafter DISTRICT, and CONTRACTOR, according to the following terms, conditions and provisions:

1. CONTRACTOR is identified as follows:

Firm Name:

Contractor's Representative:

Address:

City/State/ZIP:

E-mail: \_\_\_\_\_

Business Telephone:

FAX: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ or Federal Employer ID:

Type of Entity:     Sole Proprietorship    Partnership    Corporation

2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):

3. DISTRICT'S REPRESENTATIVE:

4. FINGERPRINTING REQUIREMENTS: Do services to be provided include potential for direct, unsupervised contact with students?     Yes    No

If yes, has CONTRACTOR been fingerprinted?     Yes    No

5. DATE AND DURATION: This agreement shall be effective commencing on \_\_\_\_\_ and extending through \_\_\_\_\_, unless otherwise terminated or extended.

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of \$ \_\_\_\_\_  
\_\_\_\_\_ for work described herein.

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:

8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.

9. SIGNATURES: It is so agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
DISTRICT

\_\_\_\_\_  
Date