

REQUEST FOR QUOTATION
2015 Wood Floor Refinishing Project
C.I.P. # 400.780.711

EUGENE SCHOOL DISTRICT 4J
EUGENE, OREGON

Return by: April 7, 2015
2:00 p.m.
No faxed or electronic quotes will be accepted.

Mailing Address: Facilities Management
715 West 4th Avenue
Eugene, Oregon 97402

Phone: (541) 790-7417

Larry Massey
Project Manager

DATE ISSUED:
March 17, 2015

SECTION 00 01 00
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 CIP: 400.780.711
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REQUEST FOR QUOTATIONS— DOCUMENT 00 10 00

Sealed Quotes will be received by Kathi Hernandez, Purchasing Services, for 2015 Wood Floor Refinishing Project until 2:00 p.m., April 7, 2015, at the Eugene School District Facilities Management Office, 715 West Fourth Ave, Eugene, Oregon 97402.

Briefly, the work is described as Multiple Site Wood Floor Refinishing.

Beginning March 17, 2015 Prime Bidders, Sub-bidders and Suppliers may obtain bidding documents at the following hyperlink: <http://www.4j.lane.edu/bids/> .

Hard copies are not provided by the School District.

It shall be the responsibility of all Prime Bidders, Sub-bidders, and Suppliers to obtain Bidding Documents and any and all Addenda from the hyperlink.

All quotations must be submitted on the form provided and enclosed in a sealed envelope marked:

2015 Wood Floor Refinishing Project

No Faxed or electronic quotes will be accepted.

A mandatory pre-quote conference and walk-through has been scheduled for March 26, 2015 at 2:00 p.m. The location of the conference will be at the Eugene School District Facilities Management Office, 715 W. Fourth Ave., Eugene, Oregon.

No Quote for a construction contract will be received or considered unless the Contractor is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board at the time the bid is made as required by ORS 671.530. A license to work with asbestos-containing materials under ORS 468A.720 is not required for this Project.

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.

Each Quote shall contain a statement indicating whether the Quoter is a "resident quoter", as defined in ORS 279A.120.

Each Quote shall contain a statement that the "Contractor agrees to be bound by and comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of Prevailing Wages".

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.110.

If Quote amount exceeds \$10,000, each Quote shall be accompanied by a surety bond, cashier's check, or certified check executed in favor of Eugene School District 4J in an amount equal to ten percent (10%) of the amount of the Bid.

For contracts of \$10,000 or more, the successful Quoter will be required to furnish a Performance bond and Labor and Materials Payment bond each in the full amount of the contract price. Certificates of Insurance as described in the Terms and Conditions will be required.

School District 4J reserves the right to reject any and all proposals received as a result of this request for Quotations and select the Quote which appears to be in the best interest of the District.

Date: March 17, 2015

By: Kathi Hernandez

Published: ORPIN

**QUOTATION REQUIREMENTS
SECTION 00 21 13**

PART 1 GENERAL

1.1. GENERAL INFORMATION

- A. The term "quoter" shall refer to the firm or individual submitting a quote or quotation.
 - 1. The Quoter shall be actively engaged in work of the nature of the project for which the Quote is submitted as described in the Quote Specifications and shall have adequate equipment and personnel to do the work. Each Quoter shall submit with their proposal an Experience Statement, including a list of no less than (3) projects completed in the last (7) years related to the type of work and type of product specified in the particular bid specification.
- B. Quoters are encouraged to visit the site(s) to become familiar with existing conditions. The Owner is not responsible and shall not bear financial burden for oversights made by the Quoter for failure to inspect sites prior to submitting a quote.
- C. In all cases, persons wishing to examine the area of work must sign in at the school office prior to visiting the work area. Prior to leaving the school, sign-out at the office is required.
- D. If access is required at times when the school office is not staffed, contact the Facilities Office, 541-790-7417, for assistance.
- E. The Owner is excise tax exempt. "Goods used hereon are for the exclusive use of this School District." Excise exemption No. 93 740074 F.

1.2. QUOTE PROCEDURES

- A. Quotes are to be submitted in one copy on the forms provided.
- B. Quoters shall certify to non-collusion practices on the form included as part of the Quote Form, to be submitted with the Quote Form.
 - 1. A Non-Collusion Affidavit is required for any contract awarded pursuant to the quote. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all quotes upon a finding of the agency that it is in the public interest to do so (ORS 279C.395). This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
 - 2. The Non-Collusion Affidavit must be executed by the member, officer or employee of the quoter who makes the final decision on prices and the amount quoted in the quote.
 - 3. Quote rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of quotes are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the quoter with responsibilities for the preparation, approval or submission of the quote.
 - 4. In the case of a quote submitted by a joint venture, each party to the venture must be identified in the quote documents, and an Affidavit must be submitted separately on behalf of each party.
 - 5. The term "complementary quote" as used in the Affidavit has the meaning commonly associated with the term in the quoting process, and includes the knowing submission of quotes higher than the quote of another firm, any intentionally high or noncompetitive quote, and any other form of quote submitted for the purpose of giving a false appearance of competition.
 - 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the quote.

- C. Quoters shall certify to non-discrimination in employment practices on the form, included as part of the Quote Form, to be submitted with the Quote Form. By submitting its quote, the Quoter 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 Owner in compliance with such acts, regulation, and orders.
- D. Quoter shall indicate, on the Quote Form where provided, the quoter status as a "resident" or "non-resident" in accordance with ORS 279A.120 and ORS 279C.365.
- E. A Quote may not be withdrawn or canceled by the Quoter following the time and date designated for the receipt of quotes to the expiration of a 60 day period. The Quote for that sixty days is irrevocable and each Quoter so agrees in submitting a Quote.

1.3. Quote Security

- A. Each Quote shall be accompanied by a surety bond, cashiers check, or certified check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total Quote, based upon the total Quote amount for those items Quote upon. Should the Quoter refuse to enter into such Contract or fail to furnish Performance and Labor and Materials Payment Bonds and Certificates of Insurance as required by the Supplementary Conditions within ten (10) working days after contract forms are provided to the Quoter, the amount of the Quote Security may be forfeited to the Owner as liquidated damages, not as a penalty.
 - 1 The Surety Bond shall be written by a Bonding Company authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury List, Department Circular 570, or approved PRIOR TO QUOTE SUBMISSION by the Eugene School District 4J's Risk Manager. The Bond shall be on a AIA Document A310, most current edition. The Attorney-in-Fact who executes the Bond on behalf of the Surety shall affix to the Bond, a certified copy of a power of attorney.
 - 2. The Owner will have the right to retain the Quote Security of Quoters until either; a) the Contract has been executed and Bonds have been furnished, or b) the specified time has elapsed so that Quotes may be withdrawn, or c) all Quotes have been rejected.

1.4. PERFORMANCE BOND AND PAYMENT BOND

- A. Unless otherwise stated in the solicitation document, the successful Quoter shall be required to provide the Owner with a Performance Bond and Labor and Material Payment Bond each in an amount equal to one hundred (100%) of the contract sum. The Surety Company shall meet requirements as specified in the Supplementary Conditions.
- B. The Labor and Material Payment Bond shall contain a clause specifically guaranteeing payment of all sums of money withheld from employees and payable to the Internal Revenue Service; and all contributions or amounts due to the State of Oregon from the General Contractor or subcontractor incurred in the performance of this contract.
- C. The Bond shall be fully executed, payable to the Owner.
- D. The cost of these bonds shall be included in the Quote.
- E. The successful Quoter will be provided with contract forms through the Architect. These forms shall be executed and delivered to the Owner, along with Performance Bond and Labor and Material Payment Bond, within ten (10) days after receiving forms.

1.5. SUBSTITUTION REQUESTS

- A. Submit request for substitution for review and approval by Owner, for entire system as specified. Requests must arrive at School District 4J facilities Office no later than the date specified in Section 01 60 00. Requests submitted after that time will be rejected. A Memorandum or Addenda will be issued minimum of 3 days before Quote opening if any Substitution Requests are accepted. Submittal of substitution requests shall include manufacturers' product data and brochures as back up information for review. All systems components must be included in Submittal for approval. Submit requests on form included in this Request for Quotes.

1.6. ADMINISTRATIVE RULES

- A. All quoters are required to comply with the provisions of Oregon Revised Statutes and 4J Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279C, Public Contracting Code; Oregon Administrative Rules, Chapter 137, Divisions 46, 48 and 49; and 4J Board Policy DJC.

1.7. PROTEST OF QUOTE

- A. Protests of quote specifications or contract terms shall be presented to the Owner in writing five (5) calendar days prior to quote opening. Such protest or request for change shall include the reason for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of quote specifications or contract terms shall be considered after the deadline established for submitting such protest.

1.8. PROTEST OF AWARD

- A. Any actual quoter or proposer who is adversely affected by the Owner's notice of award of the contract to another quoter or proposer on the same solicitation shall have seventy-two (72) hours from the notice of award to submit to the Owner, a written protest of the notice of award. In order to be an adversely affected or aggrieved quoter or proposer with a right to submit a written protest, a quoter or proposer must itself claim to be eligible for award of the contract as the lowest responsible quoter or best proposer and must be next in line for award.

1.9. FINAL AWARD

- A. The written notice of award of the contract shall constitute a final decision of the Owner to award the contract if no written protest of the notice of award is filed with the Owner within the designated time.

END OF SECTION 00 21 13

QUOTATION FORM
SECTION 00 30 00

Proposal for: 2015 Wood Floor Refinishing Project
CIP No. 400.780.711

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

Due Date: April 7, 2015
Time: 2 PM

From: _____
(Company Name)

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: 2015 Wood Floor Refinishing Project: Refinishing floors at Cal Young, Churchill, Jefferson, Monroe, North Eugene, South Eugene, Spencer Butte, Spring Creek, Twin Oaks, and Willagillespie Schools.

Base Quote: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all Base Quote work on or before the dates specified in Section 01 11 00.

ALTERNATE QUOTES

The Undersigned proposes to Add To the Base Quote indicated above the items of work relating to the following Alternate as described in the Project Manual, Section 01 23 00.

ALTERNATE NO. 1: 2015 Wood Floor Refinishing Project : Refinishing floors at Dunn School.

Alternate No. 1: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all Alternate No. 1 work on or before the dates specified in Section 01 11 00.

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, an Agreement and a satisfactory Performance Bond and a Labor and Material Payment Bond, if required elsewhere in the solicitation, each in an amount equal to 100 percent (100%) of the Contract Sum.

The undersigned has received addenda numbers _____ to _____ inclusive and has included their provisions in the above Quote amount.

By submitting this Quote, the Quoter certifies that the Quoter:

- 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 Quoter. Prior to award of a Contract, the Quoter shall submit appropriate documentation to allow the Owner to determine whether or not the Quoter 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.

The undersigned has visited the site to become familiar with conditions under which the Work is to be performed and has correlated the Quoter's personal observations with the requirements of the proposed Contract Documents.

The undersigned certifies that the Quoter is a _____ Quoter under ORS. ("Resident" or "Non-resident", to be filled in by Quoter).

Names of Firm: _____

Street Address: _____
(City) (State) (Zip)

Telephone Number: _____ Fax Number: _____ E-Mail: _____

Signed By: _____ Printed Name: _____
(Signature of Authorized Official. If Firm is a partnership, one of the partners must sign quote).

Official Capacity: _____

If corporation, attest: _____ Date: _____
(Secretary of Corporation)

SEAL (If Corporation) _____ Corporation
_____ Partnership
_____ Individual

NON-DISCRIMINATION REQUIREMENT

Contractor 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.

BY _____ (Company or Firm Officer) _____ (Type or Print Name)

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

I state that I am _____ of _____ and that
(Title) (Name of Firm)

I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Quote.

I state that:

(1) The price(s) and amount of this Quote have been arrived at independently and without consultation, communication or agreement with any other contractor, Quoter or potential Quoter, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Quoter or potential Quoter, and they will not be disclosed before Quote opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from Quoting on this contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote.

(4) The Quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive Quote.

(5) _____, its affiliates, subsidiaries, officers,
(Name of my Firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Quoting on any public contract, except as described on the attached appendix.

I state that _____ understands and acknowledges that the
(Name of my Firm)

above representations are material and important, and will be relied on by School District No. 4J in awarding the contract(s) for which this Quote is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District No. 4J of the true facts relating to the submission of Quotes for this contract.

(Authorized Signature)

Sworn to and subscribed before me this

_____ day of _____, 2014

(Notary Public for Oregon)

My Commission Expires: _____

EXPERIENCE SUMMARY

Pursuant to this Quote Proposal and Qualification of Quoters, the following is a record o the Quoter’s experience in construction of a similar type and magnitude and character to that contemplated under this contract.

Included in this section should be a list of references for three (3) similar projects in terms of scope of work, value of work and time constraints completed in the last (7) years. The Quote must demonstrate that he/she has experience with this type of project and can manage the project effectively.

If necessary, additional pages can be attached to this page.

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Phone: _____
Project Description: _____

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Phone: _____
Project Description: _____

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Phone: _____
Project Description: _____

END OF QUOTE FORM

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by quoters and stated on the Quotation Form for certain work defined in the Quotation Requirements that may be added to or deducted from the Base Quote amount if Owner decides to accept a corresponding change either in the amount of construction to be completed, the time to complete, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Refinishing floor at Dunn School.

END OF SECTION 01 23 00

Section 00 50 00
CONSTRUCTION CONTRACTOR AGREEMENT
(Sample Form)
LANE COUNTY SCHOOL DISTRICT 4J
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: _____ Email: _____

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.

Purchase Order or Account Number to be charged: _____

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

SECTION 00 50 01
CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS
with PERFORMANCE BOND AND PREVAILING WAGES

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. CONTRACTORS' 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 CONTRACTORS' 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 Owner.
- 4. PERMITS, FEES AND NOTICES:** **Note: No Permit Required For This Project.**
- 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 \$5,000,000, 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 Owner 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 Owner has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the Owner, Architect and CONTRACTOR, Subcontractors, and sub-subcontractors in the Project. **The requirement for an "all risk" or "builders risk" policy is waived for this project. Neither the contractor or the owner are required to furnish such policy.**

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: 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 Bond 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 Owner 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. LIQUIDATED DAMAGES: None

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. PREVAILING WAGE RATES: This project shall be quoted as a prevailing wage job. Each worker in each trade or occupation employed in the performance of this Contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the Work on the shall be paid not less than the applicable state or federal prevailing rate of wage.

- a. The existing Oregon prevailing rates of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.
- b. The Owner shall pay to the Commissioner of the Bureau of Labor and Industries a fee equal to one tenth of one percent (.001) of the contract price, but no less than \$250 nor more than \$7,500, regardless of the contract price; the fee shall be paid upon completion of contract documents between Owner and Contractor; the fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, #1045, Bureau of Labor and Industries, 800 NE Oregon Street, Portland, OR 97232.
- 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 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 Owner 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.

26. **PUBLIC WORKS BOND:** For every quote \$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.
- a. 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.
26. **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.
27. **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 to Final Payment.
 - f. Affidavit of Prevailing Wages Paid (sample will be furnished at completion of work).
 - g. Submit Asbestos-Containing Materials Statement (refer to Section 01 11 00, Form 01 11 00B).
 - h. Certificate of insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods.
 - i. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
 - j. 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.
28. **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.
29. **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.
30. **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.
31. **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.

32. 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.

33. 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.

34. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the other 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

40. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

41. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

42. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK: The allowance for the combined overhead and profit included in the total net cost to the Owner shall be based as follows:

- a. For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- b. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- c. 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.
- d. 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.)
- e. Itemize costs to include breakdown for materials and labor, overhead and profit.
- f. A change to the work providing a net CREDIT to the Owner 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.

4. 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.

5. 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 Industries; multiplied by 1.20. An amount for Overhead and Profit may be added as outlined above.

43. Application for Payment: Submit on invoice customarily used by Contractor. Identify 5% retainage to be carried until the project is determined to be complete.

End of Section 00 50 01

PREVAILING WAGE RATES
SECTION 00 73 43

PART 1 GENERAL

The ^APrevailing Wage Rates[@] dated January 1, 2015, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at www.boli.state.or.us. Click on Prevailing Wages, then PWR Rate Publications, and then Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law).

END OF SECTION 00 73 43

SUMMARY OF WORK
SECTION 01 11 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Briefly, the Base Bid work is described as wood floor maintenance (preparation, screening and refinishing). Approximate square footage – 104,300, 9 schools, 15 floors.
- B. Briefly, the Alternate No. 1 work is described as wood floor maintenance (preparation, screening and refinishing per section 09 64 66) Approximate square footage-3,480, 1 school, 1 floor.

Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.

- C. Architect Identification: The Contract Documents, dated March 17, 2015, were prepared for the Project by:
Larry Massey
715 W 4th Ave.
Eugene, Oregon 97402.

- D. Owners Representative: Larry Massey

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

- 1. 2015 Wood Floor Refinishing, Eugene School District 4J, CIP No. 400.780.711

1.4 WORK SEQUENCE

- A. Do not commence Work until execution of Agreement and receipt of Notice-to-Proceed from Owner.
- B. Work may commence on the Project once the Agreement is in place.
- C. Perform work in order to achieve Substantial Completion by August 17, 2015.
- D. Achieve Final Completion within seven (7) days following the date of Substantial Completion.

1.5 USE OF PREMISES

- A. Work Area Access: Buildings may be occupied during work. Access to the work area will be available on a week-day basis from approximately 7:00 am to 4:00 pm. Coordinate all other work hour schedules with Owner so as not to interfere with Owner's use of the building.
- B. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public, subject to approval by a District Safety Specialist.
- C. Site Access: Maintain drives and building entrances and exits clear and protected at all times to Owner's, employees, and public access and for use by emergency personnel. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
- D. Parking: Contractor may use existing parking areas.
- E. Contractor Staging Areas: Limit staging to areas adjacent to work.
- F. Construction Operations: Limited to areas adjacent to work. Refer to 1.10, D 1 through D 8.

1.6 WORK UNDER SEPERATE CONTRACTS

- A. Separate Contract: Owner has awarded a separate contract for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. This work includes the following:

- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.7 FUTURE WORK

- 1. None Listed

1.8 PRODUCTS ORDERED IN ADVANCE

- 1. None Listed

1.9 OWNER-FURNISHED PRODUCTS

- 1. None Listed

1.10 MISCELLANEOUS PROVISIONS

A. DRUG AND ALCOHOL POLICY

- 1. The possession, use, or distribution of illicit drugs and alcohol on school premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.

B. USE OF TOBACCO PRODUCTS

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

C. SAFETY REQUIREMENTS

- 1. Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. Take all reasonable precautions to prevent endangerment or injury. Advise and coordinate operations with the school office.
- 2. 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.
- 3. Contractors are to adhere to the regulations of Oregon OSHA for all projects within the School District.

D. GENERAL SAFE WORK PRACTICES

- 1. Students, public and school staff shall not be put at risk by the activities of contractors or their employees. Cordon off area below skylights with barriers substantial enough to prevent students and staff from walking beneath areas of work.
- 2. Safe vehicle operation rules are to be followed at all times. These include positioning vehicles to minimize the necessity of backing and providing a "spotter", someone who will make sure that people do not run into the path of a vehicle when driving on a playground or field that is occupied by students.
- 3. Tools shall never be left out when an unsecured work area is vacated.
- 4. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
- 5. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
- 6. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
- 7. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
- 8. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.

E. COMMUNICATIONS REGARDING UNSAFE PRACTICES

1. Upon perceiving a problem, the District will immediately communicate the concern to the Contractor or Contractor's representative on the work site.
2. If agreement on correction of unsafe conditions cannot be reached, the concerns of the District shall prevail and safety concerns shall be addressed in accordance with the District requirements.

F. ELECTRICAL PANELS - LOCKOUT/TAGOUT

1. Contractor shall implement a Lockout/Tag-out program for his employees who take equipment out of service or place equipment back into service. 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, Division 2, Subdivision J, General Environmental Controls Lockout/Tag-out (1919.147), or latest edition.

G. ARC FLASH – ELECTRICAL SAFETY

1. 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).

H. POTENTIALLY HAZARDOUS PRODUCTS

1. 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. Guidelines include the use of materials (adhesives, coatings, carpeting, etc.) which are known to emit little or no airborne pollutants.
2. 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.
3. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.
4. Contractor is to ensure that work area by students and teachers is restricted. The District will provide signage appropriate for this purpose. The Contractor is to construct and maintain appropriate barriers. This shall include provision of physical separation barriers between "construction" and "occupied" spaces.
5. Contractor to adopt means of maintaining the construction space in negative air pressure in relation to occupied spaces.
6. Where there is a new or existing ventilation system in an affected space, the system shall be adjusted to provide the maximum amount of outside air possible with the system.
7. Efforts shall be made to install and operate new ventilation systems as soon in the construction process as practical.

I. ASBESTOS CONTAINING MATERIALS

1. 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.

SUMMARY OF WORK – SECTION 01 11 00

2. 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.
3. Prior to commencing Work, the Contractor shall meet with the District Safety Specialist and review the Owner's Asbestos Management Plan for the locations of asbestos-containing materials and/or materials assumed to contain asbestos. After reviewing the Owner's Asbestos Management Plan, the Contractor is required to sign Form 01 11 00A, Asbestos-containing Materials Notification Statement, provided at the end of this Section.
4. Contractor must not install any asbestos-containing materials when performing the Work of this project. At the completion of the Work, Contractor will be required to furnish a statement stating that no asbestos-containing materials were installed during the course of the Work. Refer to Sample Form 01 11 00B at the end of this Section

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE (None)

PART 5 - ASBESTOS FORMS 01 11 00 A and 01 11 00B

Form 01 11 00A

**ASBESTOS-CONTAINING MATERIALS NOTIFICATION STATEMENT
FOR CONTRACTORS**

This form must be completed and signed by the Contractor prior to beginning work in any Eugene School District 4J building.

The presence of known and assumed asbestos containing materials is documented in the AHERA Management Plan for each building. Copies of the AHERA Management Plan are available in the main office of each building and in the Facilities Management Office at 715 West Fourth Avenue, Eugene, Oregon. The District Asbestos Specialist must be informed of the Contractor's activities in each building prior to the start of work so that the Contractor can be informed on how to use the AHERA Management Plan and to determine if any asbestos-containing materials are likely to be impacted by the work of the Contractor.

The Contractor is responsible for notifying all employees and subcontractors of the presence of asbestos in the building. The Contractor shall not disturb known or assumed asbestos-containing materials. If the Contractor discovers suspected asbestos-containing materials that have not been identified, the Contractor must stop any work impacting the suspected materials and notify the District Asbestos Specialist so that the material can be sampled. Any asbestos-containing materials that must be removed to allow the Contractor to complete the Contractor's work will be removed by the District under separate contract. If the Contractor disturbs asbestos-containing materials, the Contractor will be responsible for the cost of the cleanup and decontamination..

I _____, Representing _____,
(Print Name of Representative) (Business Name)

have been notified of the location of the AHERA Management Plan and agree to avoid impacting all known or assumed asbestos-containing materials in the performance of the Work.

Signature of Representative

Date

Work Site

CIP #

Form 01 11 00B

The Environmental Protection Agency (AHERA) rules require the School District obtain a signed statement from the Site Superintendent that, to the best of his/her knowledge, no asbestos-containing building materials were installed during the Work. Therefore, the following statement must be submitted on the Contractors letterhead prior to Project Closeout.

SAMPLE FORM

(To be submitted on the Contractor's letterhead)

ASBESTOS-CONTAINING MATERIALS STATEMENT

EUGENE SCHOOL DISTRICT 4J

(Name of Project and CIP Number)

We the undersigned, (Name of Company), hereby warrant that to the best of our knowledge all materials furnished for the above referenced project contain 0% asbestos.

(Name of Construction Company)

(Signature and Date)

(Printed Name)

(Job Title)

END OF SECTION 01 11 00

**PRODUCT REQUIREMENTS
SECTION 01 60 00**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Construction Contractor Agreement Terms and Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Substitution Requests: Instructions to Quoters specify time restrictions for submitting requests for Substitutions during the bidding period, in compliance with this Section.
- B. After execution of Agreement, the Owner may, at the Owner's option, consider formal requests from the Contractor for substitution of products for those specified. One or more of the following conditions must be documented:
 - 1. Compliance with final interpretation of code requirements or insurance regulations which require that the use of a substituted Product.
 - 2. Unavailability of a specified Product through no fault of the Contractor.
 - 3. Inability of specified Product to perform properly of fit in designated place.
 - 4. Manufacturer's or Fabricator's refusal or inability to certify or guarantee performance of a specified Product in the application intended.

- C. A Substitution Request constitutes a representation that the Bidder/Contractor:
1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 2. Will provide the same warranty for the Substituted Product as for the specified Product.
 3. Will coordinate installation and make changes to the Work which may be required for the Work to be completed with no additional cost to the Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Owner for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawings or Product Data Submittals, without separate request on the form provided, or when acceptance will require revision to the Contract Documents.
- E. Submit three copies of each request for consideration. Limit each request to one proposed Substitution. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Provide MSDS information to confirm that the product is no more harmful than the products specified.
 - f. Samples, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - j. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- 1.5 QUALITY ASSURANCE
- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING
- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
 - 9. Provide bonded and insured off-site storage and protection when site does not permit on-site storage and protection.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SUBSTITUTION REQUEST FORM

TO: _____
Architect

Street Address

City, State Zip Code

DEADLINE: March 30, 2015

PROJECT: 2015 Wood Floor Refinishing Project
CIP # 400.780.711
Eugene School District 4J

ITEM: _____
Section No. Page No. Paragraph Description

The Undersigned requests consideration of the following substitution:

The Undersigned states that the following paragraphs are true, except where noted otherwise:

1. The function, appearance and quality of the proposed substitution are equivalent or superior to the specified item;
2. The proposed substitution does not affect dimensions shown on the Drawings;
3. The Undersigned will pay for changes to the building design, including engineering and design services, detailing and construction costs caused by the requested substitution;
4. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements;
5. Maintenance and service parts will be locally available for the proposed substitution;
6. The Undersigned has attached data concerning the proposed substitution, including: Manufacturers product description, specifications, drawings, photographs, performance and test data, adequate for evaluation of the request, with applicable portions of the data clearly indicated. Attachments also includes description of changes to Contract Documents which the proposed substitution will require for its proper installation.

Submitted by: _____ Signature: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Date: _____

END OF SECTION 01 60 00

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Preparation and refinishing of existing wood floors.

1.2 QUALITY INSURANCE

- A. Notify the District prior to the completion of each step in preparation and finish. Provide the District with the opportunity to examine and document the condition of the floor prior to proceeding with the next operation.
- B. *If work is required in such a manner to make it impossible to produce first class work or should discrepancies appear among Contract Documents, request interpretation before proceeding with work. If Contractor fails to make such a request, the Contractor will thereafter be expected to carry out work in a satisfactory manner.*
- C. The District may perform a series of scratch tests to verify dry film thickness of each coat. Should the dry film thicknesses per coat prove to be less than 2 mils, application of additional coats will be required.

1.3 WARRANTY

- A. The Contractor shall warrant the finish against peeling, flaking, delamination and similar defects for a period of one year from the date of completion. See Section 01010.

1.4 STORAGE

- A. Store all materials in accordance with the manufacturer's written instructions and specifications. Secure storage so that materials are not accessible to students who may be in the buildings.
- B. Store all flammable materials in accordance with all applicable rules, regulations, laws and ordinances.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Finish Type A: Moisture Cured Urethane: "Moisture Cure Urethane" by Harco Chemical Coatings, Inc.; "Poloplaz Moisture Cure Urethane" by National Coatings Co., or approved. Apply two coats.
- B. Finish Type B: Waterborne Urethane: "Bona Traffic" by BonaKemi USA, "Jon-Wood" by Johnson Wax, "Curator with Crosslinks" by Preferred Products, "Tradition 6200" by Harco Chemical Coatings, Inc. or approved. Apply two coats.
- C. Finish Type C: Oil Modified Polyurethane Oil: "Woodline" by BonaKemi USA, "Gym Coat 9000" by Harco Chemical Coatings, Inc or approved. Apply two coats.
- E. Marking paint: Finish Type A & C : "U35 two-part epoxy" by Forrest Paints; Finish Type B: oil based enamel by Benjamin Moore. Paint to be applied according to manufacturer's instructions. Lightly buff paint after drying to assure proper finish adhesion.
- F. Accessory materials: other materials not specifically indicated but required to achieve the finishes specified. Products to be "top of the line" commercial quality.

PART 3 EXECUTION

3.1 INSPECTION AND TESTING

- A. Examine existing wood floors scheduled for refinishing and conditions under which work will be performed. Do not proceed with work until unsatisfactory conditions have been corrected. *PROCEEDING WITH THE WORK INDICATES ACCEPTANCE OF SURFACE CONDITIONS.*
- B. Apply finish material to a small area to test compatibility of finishes. Notify District if new finish appears to be incompatible with old.

3.2 PREPARATION FOR REFINISHING

- A. Using a scraper or other appropriate tool, remove all gum, tape and similar adhered substances from the floor prior to the start of refinishing.

- B. Seal all door openings with tape to prevent infiltration of dirt and debris.
- C. Remove, tag and store floor mounted items such as floor registers and embedded floor plates. Reinstall floor mounted items after floor finishing is complete.
- D. Thoroughly clean existing floor, baseboards and under bleachers, if applicable, of all loose dirt, dust, debris and foreign materials prior to start of refinishing. Pay particular attention to corners, under bleachers and other similar locations where debris is likely to accumulate.
- E. Treat existing finish delamination by removing all delaminated finish and feather sanding the edges. Large areas of delamination may require an addition "pre-coat" of finish, at the owner's discretion. These areas need to be made as invisible as possible.

3.3 SCREENING

- A. Screen cut existing finish using grit screen. Adjust coarseness of screen as required to properly prepare existing finish. Screen until all surface gloss or shiny spots are removed and surface is ready for new finish. Screen as far under bleachers as possible (where applicable).
- B. After screen cutting, dry mop floors and vacuum perimeters to remove all dust, dirt and debris.
- C. After dry mopping, tack the floors at least two (2) additional times, turning and changing the tack rag often.
- D. Upon completion of screening and cleaning, the floor, baseboards, etc. shall be free of dust, dirt, debris or foreign materials detrimental to application of floor finish. Surface is to be ready to receive floor finish.

3.4 FINISH APPLICATION

- A. All active embedded floor plates are to be completely taped over to prevent finish from filling threaded recesses, inserts, etc. Contractor shall remove, tape, and clean or replace any plates fouled by finish applied under this contract.
- B. Clean all entryways into gyms for a distance of eight (8) feet outside of the openings. Clean free of dirt and other foreign materials. Any entries from hallways shall be masked with paper of other material to protect the adjacent floors.
- C. Any lines or graphics that are badly worn, faded, chipped, incomplete or in any way damaged shall be repainted as a part of this contract; colors to match existing. Use of tape in place of paint is not permitted. Where repainting is required, repaint entire length of line to nearest intersection.
- D. Apply all products in strict accordance with the manufacturer's written instructions and specifications.
- E. Apply finish in minimum of two coats. Allow first coat to cure in accordance with manufacturer's instructions prior to application of second coat. Buff with steel wool to remove any irregularities in the first coat. Vacuum clean and wipe with damp cloth. Apply second coat. Minimum dry film thickness 2 mils per coat.
- F. Provide 24-hour advance notice to District of intent to apply second coat. A District representative may be present at the start of the application of the second coat.
- G. Application shall be free of the following:
 1. Embedded dirt and debris
 2. Runs
 3. Holidays or dry areas
 4. Excessively thick build-ups
 5. Coats of less than 2 mils

3.5 ADDITIONAL WORK – None

3.6 CORRECTIVE ACTIONS

- A. Where completed application does not meet the specified requirements, repeat the preparation, cleaning and application processes until conformance is achieved.

3.7 PROTECTION

- A. During the entire refinishing process, provide worker protection required by all applicable rules, regulations and laws.
- B. Protect floors until all work is complete and finish has cured.

3.8 CLEAN-UP

- A. Clean up daily. Do not allow the accumulation of finish containers, rags or other materials which present a fire or other hazard. Properly dispose of material daily.
- B. Remove floor finish from surfaces not scheduled to be refinished.
- C. Remove tape at door openings and from floor plates. Replace floor plates if previously removed.

END OF SECTION 09 64 66