

Project: Earthwork and Demolition Package – River Road Elementary School Site
Title: Addendum No. 1
Contract No: 410.307.001
Owner: Eugene School District 4j
 Architect’s Project No: 1337
 Date: June 5, 2015
 From: Curt Wilson, PIVOT Architecture
 To: Interested Bidders

This Addendum is available at the Owner’s website <http://www.4j.lane.edu/bids/> and modifies the Project Manual, Specifications, and Drawings in accordance with the Invitation to Bid and the Instructions to Bidders as follows:

1-1-0 General Information

1-1-1 The Substantial Completion date for the Work is September 1, 2015.

1-2-0 Changes to the Project Manual

1-2-1 Section 00 11 13 INVITATION TO BID last paragraph ADD “or (5) reject any or all Bids.”

1-2-2 Section 00 41 13 BID FORM to be revised as follows: BID FOR line should read: BID FOR Earthwork and Demo River Road Site. Bid Deadline should read 2:00 pm, Wednesday, June 10th, 2015.

DELETE Stabilization Fill allowance.

DELETE Select Fill allowance.

CHANGE Granular Fill allowance from 500 CY to 1000 CY

1-2-3 Section 00 73 00 Delete “the Contractor’s bid or proposal,” from the third sentence of Subparagraph 1.1.1 and add the following to the end:

The Bid Form, as submitted will be included as a Contract Document upon execution of this contract.

1-2-4 Section 01 11 00 CHANGE Substantial Completion date to September 1, 2015.

1-2-5 Section 01 21 00 ALLOWANCES: DELETE Select Fill allowance, DELETE Stabilization Fill allowance.

Sub section 1.08 ADD part 2: “At project close out, credit all unused amounts remaining in each allowance to Owner by Change Order.”

1-2-6 Revise Section 01 22 00 UNIT PRICES – DELETE Unit Price No. 2 to Select Fill to match the Schedule of Allowances section. DELETE Unit Price No. 4 to Stabilization Fill to match the Schedule of Allowances section.

1-2-7 ADD Section 08 71 11 Hardware Schedule date 5/30/15.

1-2-8 Section 31 20 00

Page 5, Revise Part 3.07.D.2 to read as follows:

“Use approved moisture conditioned Native Material (**Base Bid**) and **Granular Site Fill per Bid Allowance No. 2** to raise the grade to **30**” below the finished floor elevation. Place fill in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 2 percent. A large vibratory padfoot roller with a 10/20 ton (static/dynamic) rating will be required for adequate compaction. Field density tests shall be conducted to confirm adequate compaction and/or an appropriate rolling pattern. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer”

1-3-0 Changes to the Drawings

1-3-1 Drawing G011. Move new egress door in north side of gym to the west. Remove and store 3 panels of the climbing wall. Re-locate fire strobe and pull box.

1-3-2 Drawing A001. Move exit door on north side of gym; path has moved to match.

1-3-3 Drawing C001 – EROSION AND SEDIMENT CONTROL PLAN

Revise Sheet Note 4 to read “Not Used.”, refer to attached Full-Sized Revision Drawing C001.

Move stockpile location and add requirements for stockpiled soils not required to be hauled off site to be left onsite at project completion. Refer to attached Full-Sized Revision Drawing C001.

1-3-4 Drawing C010 – SITE EARTH MOVING PLAN

Revise Sheet Note 8, refer to attached Full-Sized Revision Drawing C010. NOTE: This Owner provided survey is only intended to confirm the final elevation of the compacted subgrade. All other surveys by contractor.

Revise Building Pad and Working Pad Paving Legend, refer to attached Full-Sized Revision Drawing C010.

Deleted future building gridline information. Refer to attached Full-Sized Revision Drawing C010.

1-4-0 Substitution Approvals

1-4-1 None

End of Addendum No. 1

**SECTION 00 1113
INVITATION TO BID**

Sealed bids will be received by Kathi Hernandez, Facilities Management Assistant, for the **Earthwork and Demolition project at the River Road School site** on **Wednesday, June 10th, 2015** until the Deadline for Bid Submission at 2:00 pm, at the Eugene School District 4J Facilities Management Office, 715 West Fourth Avenue, Eugene, Oregon 97402. The Bids will be opened publicly and read aloud immediately after the deadline for submission of bids. Late Bids will not be considered.

Briefly, the work includes bulk excavation and fill at the future new school location on site, and selected demolition of site appurtenances and construction of a sanitary sewer connection in Hilliard Lane.

Beginning **May 21st, 2015**, Prime Bidder, 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 is the responsibility of all Prime Bidders, Sub-bidders, and Suppliers to obtain Bidding Documents and all Addenda from the hyperlink.

Bidders and Suppliers may also obtain bidding documents from Central Print and Reprographic Services, 45 West 5th Avenue, Eugene, OR by paying the cost of reproduction. It is the responsibility of those obtaining bidding Documents in this manner to obtain any and all addenda from the hyperlink or the Plan Centers.

Bidding Documents may be examined at the following locations:

Eugene District 4J website <http://www.4j.lane.edu/bids/>
Eugene Builder's Exchange, 2460 W. 11th, Eugene, OR 97402
Central Oregon Builders Exchange, 1902 NE 4th Street, Bend, OR 97701
McGraw Hill Construction, 3461 NW Yeon Ave. Portland, OR 97210
Daily Journal of Commerce Plan Center, 921 S.W. Washington St., Ste 210, Portland, OR 97205-2810
Douglas County Plan Center, 3076 NE Diamond Lake Blvd, Roseburg, OR 97470
Oregon Contractor Plan Center, 5468 SE International Way, Milwaukee, OR 97222
Reed Construction Data, 30 Technology Parkway South, Ste 500, Norcross, GA 90092
Salem Contractor's Exchange, 2256 Judson Street SE, Salem, OR 97309
Willamette Valley Bid Center, 33862 SE Eastgate Circle, Corvallis, OR 97333

A non-mandatory pre-bid conference and walk-through has been scheduled for **May 27, 2015, at 2:00 pm**. The location of the conference will be at the Project Site – **River Road Elementary School, 120 West Hilliard Lane, Eugene, OR 97404**. **The meeting will begin in the existing school Cafeteria**. Statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Pre-qualification of bidders is not required.

Each Bid must be submitted on the prescribed form and 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 bid, based upon the total bid amount for those items bid upon.

Either with the Bid or within two working hours of the Deadline for Submission of Bids, bidders shall submit, on the form provided, information regarding first-tier subcontractors furnishing labor or labor and materials, as provided in ORS 279C.370. Bids for which disclosure forms are required, but not submitted, will be rejected.

No bid for a construction contract will be received or considered unless the Bidder 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 OAR 137-049-0230. 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. A copy of the Contractor' BOLI Public Works Bond shall be provided with the executed contract documents.

Each Bid shall contain a statement indicating whether the Bidder is a "resident bidder", as defined in ORS 279A.120.

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

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.110(4).

School District 4J reserves the right to (1) reject any or all Bids not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of bid opening, (3) waive informalities in the Bids, **and** (4) select the Bid which appears to be in the best interest of the District, **or (5) reject any or all Bids.**

Date: **May 21st, 2015**

By: Kathi Hernandez, Facilities Management Assistant

Published: Register Guard, Daily Journal of Commerce, ORPIN (Oregon Procurement Information Network)

Posted: School District 4J Administration Office
200 North Monroe, Eugene, OR 97403

**SECTION 00 4113
BID FORM**

BID FOR: Earthwork and Demo Howard Site CIP Number 410.307.001

Submitted to: Facilities Management Bid Deadline: 2:00 pm
Eugene School District 4J Wednesday, June 10th, 2015
715 West Fourth Avenue
Eugene, Oregon 97402

Submitted by: _____
(Company Name)

BASE BID

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 prices indicated below with completion occurring on or prior to the dates indicated:

ALLOWANCES

The Undersigned proposes to include in the Base Bid indicated above the items of work relating to the following Allowances as described in the Project Manual, Section 01 2100. The Allowances may be authorized by the Owner for additional excavation and structural fills and shall be computed by multiplying the Contactor's price per cubic yard as entered below by the quantity noted below.

Additional work includes the scope of Allowances will be subject to Owner approval. Unused portions of each Allowance will be deducted from the contract by changed order at the completion of the project. In the event that additional work is required in excess of the Allowances, the contract may be modified by considering these Allowances as the basis of unit costs.

BASE BID:

Earthwork & partial demolition in preparation for a new elementary school. \$ _____

ALLOWANCE NO. 1:

Over-excavation of unsuitable native soils as defined in Section 01 21 00 - Allowances

\$ _____ per Cubic Yard times the quantity of 500 Cubic Yards equals \$ _____

ALLOWANCE NO. 2:

Placement of Granular Fill as defined in Section 01 21 00 - Allowances

\$ _____ per Cubic Yard times the quantity of 1000 Cubic Yards equals \$ _____

TOTAL BASE BID INCLUDING ALLOWANCES:

Bid: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all work on or before the dates specified in Section 01 1100.

BID SECURITY

Accompanying herewith is Bid Security, which is not less than ten percent (10%) of the total amount of the Base Bid plus additive alternates.

STIPULATIONS

The undersigned acknowledges the liquidated damages provision included in the Supplementary Conditions.

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 and a satisfactory Performance Bond and Payment Bond each in an amount equal to 100 percent (100%) of the Contract Sum.

For every Agreement of \$100,000 or greater in value, all Contractors and Subcontractors shall have a public works bond in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), in compliance with ORS 279C.836, before starting work on the project unless exempt. Contractor agrees to provide a copy of the Contractor's BOLI Public Works bond with the signed Agreement as Specified in the Supplementary Conditions.

The undersigned agrees that the Bid Security accompanying this proposal is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and bonds; and that if the undersigned defaults in executing that agreement within ten (10) days after forms are provided or providing the bonds, then the Bid Security shall become the property of the Owner; but if this proposal is not accepted within sixty (60) days of the time set for the opening of bids, or if the undersigned executes and delivers said agreement and bonds, the Bid Security shall be returned.

By submitting this Bid, the Bidder certifies that the Bidder:

- 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 Bidder.

Prior to award of a Contract, the Bidder shall submit appropriate documentation to allow the Owner to determine whether or not the Bidder is "responsible" according to the above criteria.

The contractor agrees with the provisions of Oregon Revised Statutes 279C.505, which requires that the contractor shall demonstrate it has established a drug-testing program for employees and will require each subcontractor providing labor for the Project to do the same.

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

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

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

Names of Firm: _____

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

Telephone Number: _____ FAX Number: _____

Email Address: _____

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

Date Signed: _____

Official Capacity: _____

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

SEAL (If Corporate)

_____ Corporation
_____ Partnership
_____ Individual

Enclosed: Bid Security

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.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

BY: _____
(Company or Firm Officer)

BY: _____
(Type or Print Name)

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

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

and that 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 bid.

I state that:

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

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

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

(4) The bid 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 bid.

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

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 bidding on any public contract, except as described on the attached appendix.

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

are material and important, and will be relied on by School District 4J in awarding the contract(s) for which this bid 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 4J of the true facts relating to the submission of bids for this contract.

(Authorized Signature)

Sworn to and subscribed before me this _____ day of _____, 2014

(Notary Public for Oregon)

My Commission Expires: _____

END OF BID FORM

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS
FOR GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

PART 1 GENERAL

The following supplements modify, change, delete from or add to AIA Document A201, General Conditions of the Contract for Construction 2007 Edition. Where any part of the AIA General Conditions is amended, voided, or superseded by the Supplementary Conditions, the unaltered provisions shall remain in effect.

1.1 ARTICLE 1 GENERAL PROVISIONS

A. BASIC DEFINITIONS

1. Delete "the Contractor's bid or proposal," from the third sentence of Subparagraph 1.1.1 and add the following to the end:

The Bid Form, as submitted will be included as a Contract Document upon execution of this contract.

2. Add the following Subparagraphs:

1.1.9 ARCHITECT/ENGINEER

Where the term ARCHITECT is used in the Bidding documents, Contract documents, Addenda, Change Orders or other documents related to this contract it shall be defined as either "Architect" or "Engineer" depending upon which design professional has prepared the document in question. When the project has been designed and initiated under the direction of a licensed engineer, the term ENGINEER shall be substituted for the term "Architect" throughout all documents.

1.1.10 MISCELLANEOUS DEFINITIONS

- .1 "Provide:" Furnish and install, or furnish labor and materials required for installation, ready for use and in accordance with the Contract Documents.
- .2 "As shown:" As indicated, as detailed, as noted, or words of similar import refer to Contract Documents.
- .3 "Selected:" As selected by the Architect.
- .4 "Approved:" Approved by Architect.
- .5 "For Approval:" For the Architect's approval.

B. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1. Add the following to Subparagraph 1.2.1:

1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Division 1 of the Specifications.
6. Drawings and Divisions 2- 49 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2- 49 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11.

2. Add the following Subparagraphs:

1.2.4 If work is required in such a manner to make it impossible to produce first class work or should

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discrepancies appear among Contract Documents, request interpretation before proceeding with work. If Contractor fails to make such request, the Contractor will thereafter be expected to carry out work in satisfactory manner.

1.2.5 Reference to codes, standard specifications, or other standards means and intends latest edition of such documents and/or adopted as of bid date. Where brand name products are specified and no installation instructions given herein, install product in accordance with the manufacturer's specifications and instructions, latest edition.

1.2.6 No provision of any reference standard specification, manual or code shall change the privileges or responsibilities of Owner, Architect, or Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provision of the Contract Documents.

1.2.7 Sections of Division 1, General Requirements govern the execution of all sections of the specifications.

1.2 ARTICLE 2 OWNER

A. 2.1 GENERAL

1. Add the following Subparagraph:

2.1.3 The Owner is the Eugene School District 4J, 200 North Monroe Street, Eugene, Oregon 97402, (541) 790-7417.

The Owner's representative is Ryan Spain, 541-790-7429, 715 West Fourth Avenue, Eugene, OR 97402.

B. INFORMATION AND SERVICES REQUIRED OF THE OWNER

1. Delete Subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished free of charge up to 10 copies of the Contract Documents. Additional copies may be obtained by request at the Contractor's expense from Central Blueprint in Eugene OR.

1.3 ARTICLE 3 CONTRACTOR

A. 3.1 GENERAL

1. Delete the second sentence to Subparagraph 3.1.1, and add the following:

The Contractor and each subcontractor shall maintain for the duration of the Project a registration with the Oregon State Construction Contractor's Board.

2. Add the following Subparagraph 3.1.4

3.1.4 The Contractor is required to demonstrate that an employee drug testing program is in place.

3. Add the following Subparagraph 3.1.5

3.1.5 The Contractor 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.

B. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

1. Delete the last sentence to Subparagraph 3.2.4, and add the following:

If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for

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differences between field measurements or conditions and the Contract Documents, unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

C. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

1. Add the following Subparagraphs:

3.3.4 The Contractor shall review with all Subcontractors, construction means, methods and materials to be used to verify their compliance with all safety standards and laws and be responsible for compliance with same to insure safe, hazard free conditions for all persons visiting or working on the entire project.

3.3.5 The Contractor shall comply with the provisions of Oregon Revised Statutes and 4J Board Policy. Attention is directed to ORS 279A and 279C, Public Contracting Code.

D. 3.4 LABOR AND MATERIALS

1. Add the following Subparagraphs:

3.4.4 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.

3.4.5 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.

.1 For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

.2 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

.3 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

.4 Worker claims for overtime, in order to be considered, must be filed with the Contractor within 90 days from the completion of the contract, in accordance with ORS 279C.545.

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.

3.4.6 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.

3.4.7 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 state prevailing rate of wage. This provision applies to all contracts, regardless of the price of the individual contract, as long as the

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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 Owner 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 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.

3.4.8 PAYMENT OF CLAIMS BY PUBLIC OFFICERS: If the Contractor fails, neglects or refuses to make prompt payment of any claims for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the Owner may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.

3.4.9 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.

3.4.10 Any person owed for labor or material by a subcontractor or Contractor may file a complaint with the Construction Contractors Board in accordance with ORS 279C.515(3).

E. 3.7 PERMITS, FEES AND NOTICES

- 1. Delete Subparagraph 3.7.1, and substitute the following:

3.7.1 The OWNER will pay the plan check fee, building permit fee, and systems development charges

directly to the authority having jurisdiction.

The CONTRACTOR shall pay for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and 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.

F. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1. Add the following to Subparagraph 3.12.5:

Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

2. Add the following to Subparagraph 3.12.9:

Shop drawings that are submitted to the Architect for review do not constitute "in writing" unless it is brought to the attention of the Architect, in written form, that specific changes are being suggested. In any event, changes to the contract documents by means of shop drawings become the responsibility of the person initiating such changes.

G. 3.18 INDEMNIFICATION

1. Delete Subparagraph 3.18.1, and substitute the following:

13.18.1 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.

1.4 ARTICLE 4 ARCHITECT

A. 4.1 GENERAL

1. Modify Paragraph 4.1.1

- a. In the first sentence delete "shall retain" and insert "may have retained" in its place.
- b. Add sentence: "The term "Architect" means the Architect or the Architect's authorized representative."

2. Add the following to Subparagraph 4.1.2:

Written consent of the Contractor shall only apply to those items which directly or indirectly affect the work of the Contractor.

3. Add the following Subparagraph:

In the first sentence delete "shall" and insert "may" in its place.

4. Add the following Subparagraph:

4.1.4 The Architect is defined as:

PIVOT Architecture, 44 W. Broadway, Eugene, OR 97401; 541-342-7291.

B. 4.2 ADMINISTRATION OF THE CONTRACT

1. Add the following sentence to 4.2.1:

The architect may be retained to administer the Contract through the specified period for correction of the Work described in Section 12.2

2. Add the following to Subparagraph 4.2.4:

4.2.4.1 The Owner may communicate directly with the Contractor when necessary or appropriate. The Owner may give direction to the Contractor in matters related to access to the site, coordination with Owner's occupancy and use by the public, use of parking and staging areas, use of potentially hazardous products, drug and alcohol policy, no smoking policy, appropriate dress and behavior, safety requirements and safe work practices, where appropriate. The Owner will advise the Architect regarding any communication with or direction given to the Contractor.

4.2.4.2 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist. Nothing in this agreement shall give the Architect the authority to make decisions or give direction without the Owner's concurrence.

3. Add the following to Subparagraph 4.2.9:

4.2.9.1 The Architect will make one inspection for the determination of Substantial Completion and one for determination of Final Acceptance. Such inspections will be made only after receipt of written notification of readiness for such inspections from Contractor.

4.2.9.2 Should additional inspections beyond those listed in 4.2.9.1 be required due to Contractor's failure to satisfactorily complete all work, the Contractor shall become responsible for all costs incurred by the Owner in conjunction with required re-inspections. A deductive Change Order shall be prepared using the following hourly rates as the basis for calculating the amounts to be deducted:

Architect/Engineer:	\$125 per hour
District 4J Personnel:	\$ 75 per hour

4.2.9.3 The amount to be deducted from the Contract shall be calculated by multiplying the hours expended in additional inspections and documentation by the hourly rates listed in 4.2.9.2.

4. Add the following sentence to Subparagraph 4.2.11:

The architect's response will be within 10 days of receipt of written requests from the Owner or Contractor.

5. Delete Subparagraph 4.2.13, and substitute the following:

4.2.13 Decisions on matters related to aesthetic effect will be made collaboratively between the Owner and the Architect. The final decision shall be the Owner's, if consistent with the intent expressed in the Contract Documents.

6. Add the following sentence to Subparagraph 4.2.14

The architect's response will be within 10 days of receipt of written requests from the Owner or Contractor.

1.5 ARTICLE 5 SUBCONTRACTORS

A. 5.3 SUBCONTRACTUAL RELATIONS

1. Add the following Subparagraphs:

5.3.1 The Contractor shall include in each subcontract for property or services entered into by the Contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract:

- .1 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 owner under such contract; and
- .2 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 paragraph .1 of this section 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.

5.3.2 The Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the requirements of Subparagraph 5.3.1 in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

1.6 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No modifications.

1.7 ARTICLE 7 CHANGES IN THE WORK

A. 7.1 GENERAL

1. Paragraph 7.1.2, delete the following: “an order for minor changes in the Work can be issued by the Architect alone”.

2. Add the following Subparagraph 7.1.4 to Paragraph 7.1:

7.1.4 The combined overhead and profit included in the total cost or credit to the Owner of a change in the Work shall not exceed that stated in 7.1.4.4 below. In no case shall the Contractor’s or Subcontractors individual overhead and profit request exceed the following schedule:

.1 For the Contractor, for Work performed by the Contractor’s own forces, 15 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor’s Subcontractors, 10 percent of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor’s own forces, 10 percent of the cost.

.4 The **Base Cost** to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7., articles .1, .2, .3, .4, and .5. To this **Base Cost** is added the applicable overhead and profit. In no case shall the combined overhead and profit (including all Contractor and Subcontractor(s) overhead and profit) exceed 25 percent of this **Base Cost**.

.5 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 those applicable costs from paragraph 7.3.7, .1 - .5, and Subcontractor and Contractor overhead and profit as applicable.

.6 Cost of preparing change order shall not be included in cost of Change Order.

3. Add the following Subparagraph 7.1.5 to Paragraph 7.1:

7.1.5 A Change 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 All other provisions of Subparagraph 7.1.4 shall apply to Credit Change Orders.

B. 7.3 CONSTRUCTION CHANGE DIRECTIVES

1. Add the following to Subparagraph 7.3.1:

For the purposes of this Agreement, The Owner’s “CHANGE REQUEST/PROCEED ORDER” may be substituted for and used interchangeably with “CONSTRUCTION CHANGE DIRECTIVE”.

2. Modify Subparagraph 7.3.7 as follows:

In the first sentence, delete the words "a reasonable amount." and substitute "an amount for overhead

and profit in accordance with Paragraph 7.1.4 or 7.1.5.”

3. Delete Subparagraph 7.3.7.1 and substitute the following:

7.3.7.1 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 1.25. An amount for Overhead and Profit may be added in accordance with Paragraph 7.1.4 or 7.1.5.

4. Delete 7.3.7.3, and substitute the following:

7.3.7.3 Rental costs of machinery and equipment, exclusive of hand tools and motor vehicles, when rented from the Contractor or others;

5. Change the first sentence of Subparagraph 7.3.8 to read as follows:

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost, including overhead and profit according to the schedule in Subparagraph 7.1.5 above.

6. Change the first sentence of Subparagraph 7.3.9 to read as follows:

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in the Application for Payment accompanied by an executed Change Order indicating the parties’ agreement with part or all of such costs.

1.8 ARTICLE 8 TIME

A. 8.2 PROGRESS AND COMPLETION

1. Add the following Subparagraph 8.2.4

8.2.4 The Contractor agrees that said work shall be executed regularly, diligently, at such a rate of progress as will insure Substantial Completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

1.9 ARTICLE 9 PAYMENT AND COMPLETION

A. 9.2 SCHEDULE OF VALUES

1. Revise the first sentence of Subparagraph 9.2 to read as follows:

“... the Contractor shall submit to the Architect and the Owner,.....”

2. Add the following sentence to Paragraph 9.2:

Submit on AIA Document A703, latest edition.

B. 9.3 APPLICATIONS FOR PAYMENT

1. Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

2. Delete Clause 9.3.1.1, and substitute the following:

9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, accompanied by an executed Change Order.

C. 9.5 DECISIONS TO WITHHOLD CERTIFICATION

1. Delete Subparagraph 9.5.3.

D. 9.6 PROGRESS PAYMENTS

1. Add the following Clause to Subparagraph 9.6.1:

9.6.1.1 After the Architect has issued a certificate for payment and it has been approved by the Owner, the Owner will pay the Contractor 95 percent (95%) of the total value of material and labor incorporated into the project as indicated on the Application for Payment less the aggregate of previous payments. Progress schedule update shall accompany each payment request.

9.6.1.2 Payment will be made within fifteen (15) days of approval of the Application for Payment by School District 4J ("Progress Payment Due Date").

9.6.1.3 The first Application for Payment and each subsequent Application for Payment will not be considered complete unless it is accompanied by the certified payroll for the contractor and all subcontractors requesting payment.

2. Add the following Subparagraph to Paragraph 9.6:

9.6.8 In lieu of cash retainage to be held by the Owner, the Contractor may select one of the following options:

- .1 The Contractor may deposit bonds or securities with the Owner or in any bank or trust company to be held for the benefit of the Owner. In such event, the Owner shall reduce the retainage in an equal amount to the value of the bonds and securities.
- .2 Upon written request of the Contractor, the Owner will deposit any amounts withheld as retainage in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the Owner. Interest earned shall accrue to the Contractor.
- .3 If the Owner incurs additional costs as a result of the exercise of any of the options for retainage described herein, the Owner may recover such costs from the Contractor by reduction of final payment.

E. 9.8 SUBSTANTIAL COMPLETION

1. Delete Subparagraph 9.8.1 and substitute the following:

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can fully occupy and fully utilize the Work for its intended use with only minor corrective work remaining which can be accomplished without disruption of the occupants.

2. Delete the last two sentences to Subparagraph 9.8.5 and add the following:

9.8.5 Upon Substantial Completion of the Work, the Contractor may submit an application for payment in accordance with Subparagraph 9.3.1 in an amount sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect determines for incomplete Work or unsettled claims.

F. 9.10 FINAL COMPLETION AND FINAL PAYMENT

1. Add the following Subparagraph to Paragraph 9.10:

9.10.6 The Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished in connection with the Work.

G. Add the following Paragraphs to Article 9:

1. 9.11 LIQUIDATED DAMAGES

9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete, as defined in Article 9.8.1 above, on the dates specified in Section 01 11 00. The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the date established in the Certificate of Substantial Completion.

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The agreed amount of liquidated damages is \$1,000 per each calendar day. The amount of liquidated damages may be reduced in cases of partial occupancy, at the sole discretion of the Owner.

2. 9.12 AGENCY PAYMENT FOR UNPAID LABOR OR SUPPLIES

9.12.1 Contract incomplete. If the Contract is still in force, the Agency may, in accordance with ORS 279C.515, pay a valid claim to the Entity furnishing the labor or services, and charge the amount against payments due or to become due to the Contractor under the Contract. If an Agency chooses to make such a payment as provided in 279C.515, the Contractor and the Contractor's surety shall not be relieved from liability for unpaid claims.

9.12.2. Contract completed. If the Contract has been completed and all funds disbursed to the prime Contractor, all claims shall be referred to the Contractor's surety for resolution. The Agency shall not make payments to subcontractors or suppliers for Work already paid for by the Agency.

1.10 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS

1. Add the following sentence to Article 10.1

Where asbestos abatement is part of the Work, the Contractor or appropriate subcontractor shall be licensed by the Department of Environmental Quality to perform "asbestos abatement work", OAR 340-248-0120, Adopted January 25, 1990, and meet requirements of AHERA, as specified in Federal Register 40CFR, Part 763.

B. 10.3 HAZARDOUS MATERIALS

1. Delete Subparagraph 10.3.3.

1.11 ARTICLE 11 INSURANCE AND BONDS

A. 11.1 CONTRACTOR'S LIABILITY INSURANCE

1. Modify the second sentence of Subparagraph 11.1.2 as follows:

a. Delete the following: "...and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of coverage as specified in the Contract Documents."

2. Add the following Clause to Subparagraph 11.1.2:

.1. The Contractor shall provide and maintain in force for the duration of this agreement, the following:

.1 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. (eff. 4/2/13)

.2 Workers' Compensation:

Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

.3 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

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Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

4 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's equivalent to those required of the General Contractor in this Agreement. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

5 Exceptions or Waivers:

Any exception or waiver of these requirements shall be subject to review and written approval from the Eugene School District Risk Manager.

3. Delete the third sentence of Subparagraph 11.1.3

B. 11.3 PROPERTY INSURANCE

1. Modify the first sentence of Subparagraph 11.3.1 as follows:

- a. Delete "Unless otherwise provided, the Owner" and substitute "The Contractor".
- b. Modify the last sentence by adding "Architect," after the word "Owner".

2. Add the following to Clause 11.3.1.1:

The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributed thereto.

3. Delete Clause 11.3.1.2.

4. Modify Clause 11.3.1.3 by substituting "Contractor" for "Owner".

5. Delete Clause 11.3.1.4.

6. Modify the first sentence of Subparagraph 11.3.2 to read: "The Owner, at the Owner's option, may purchase..."

7. Delete Subparagraph 11.3.4.

8. Delete Subparagraph 11.3.6, and substitute the following:

11.3.6 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.

9. Modify 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.

10. Modify the first sentence of Subparagraph 11.3.8 to read as follows:

11.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor and Owner, as their interests may appear, subject to requirements of any applicable mortgagee clause.

11. Delete Subparagraph 11.3.9.

12. Modify the first sentence of Subparagraph 11.3.10 by substituting "Contractor" for "Owner" the first two times it occurs. Modify the last sentence by substituting "Contractor" for "Owner" the second time it occurs.

13. Add the following Subparagraph:

11.3.11 EQUIPMENT AND MATERIAL:

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

C. 11.4 PERFORMANCE BOND AND PAYMENT BOND

1. Delete 11.4.1 and 11.4.2 and substitute the following:

11.4.1 Unless otherwise stated in the solicitation document, prior to execution of the Agreement, the Bidder shall furnish separate bonds that in all respects conform to the requirements of ORS 279C.380 covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The duration of the performance bond shall match the length of the project warranty.

11.4.2 The surety issuing such bonds shall be duly authorized and licensed to issue bonds in the State of Oregon. The bonds shall be executed by an Attorney-in-fact, principal or other authorized representative for the surety company, showing the Oregon agent for service, and bears the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bond shall be shown.

11.4.3 Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by the Owner's Risk Manager.

11.4.4 Bonds shall be submitted on AIA Document A312, latest edition.

11.4.5 The cost of furnishing such bonds shall be included in the bid.

11.4.6 The Contractor shall deliver the required bonds to the Owner with the signed Agreement to:

Ryan Spain, Project Manager
Facilities Management Office
Eugene Public School District 4J
715 West Fourth
Eugene, Oregon 97402

11.4.7 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.

D. Add the following Paragraphs to Article 11:

1. 11.5 PUBLIC WORKS BOND:

11.5.1 Pursuant to ORS 279C.836, for any contract awarded where the contract price is \$100,000 or greater, the Contractor and every subcontractor 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. This bond is in addition to performance bond and payment bond requirements. **A copy of the Contractor's State of Oregon Statutory Public Works Bond shall be provided with the executed contract documents.**

11.5.2 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.

1.12 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

A. 12.2 AFTER SUBSTANTIAL COMPLETION

1. Add the following sentence to Clause 12.2.2.1:

The correction period relating to faulty products and workmanship will begin on the date appearing on the Certificate of Substantial Completion, or if a Certificate of Substantial Completion is not issued, on the date appearing on the Final Certificate of Payment to the Contractor, whichever is earlier. The Owner's use of the project will not alter the warranty period herein defined.

2. Add the following sentence to Clause 12.2.2.2:

The correction periods specified are an extension of the one-year correction period called for in the General Conditions and are in addition to any guaranty bond called for elsewhere.

1.13 ARTICLE 13 MISCELLANEOUS PROVISIONS

A. 13.1 GOVERNING LAW

1. Change Paragraph 13.1 to read as follows:

13.1 The Contract shall be governed by the law of the place where the Project is located.

B. Add the following Subparagraph 13.1.1:

13.1.1 Contractor shall be in compliance with the Oregon Department of Revenue tax certification rules including OAR 150-305.385 (6)-A, (6)-B, (6)-C and (7).

C. Revise Subparagraph 13.2.1 as follows:

Delete last two sentences, and replace with:

Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the Contracting Agency's prior written consent. Unless otherwise agreed by the Contracting Agency in writing, such consent shall not relieve the Contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the contract. If the Contracting Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in writing, in accordance with ORS 279A.065.

D. Delete Subparagraph 13.2.2

E. Add the following Paragraphs to Article 13:

1. 13.8 ENVIRONMENTAL AND NATURAL RESOURCES LAWS AND RULES

13.8.1 The Contractor and subcontractors shall comply with federal, state, and local ordinances and regulations dealing with prevention of pollution and preservation of natural resources that affect Work of this project.

13.8.2 Pursuant to ORS 279C.525, If the Contractor is delayed or must undertake additional work by reason of existing regulation or ordinances of agencies not cited in the Contract Documents or due to the enactment of new or the amendment of existing statutes, ordinances, or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the Bid Date, the Owner will grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the Contract time, a reasonable adjustment in the Contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

2. 13.9 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, 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 Owner will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

3. 13.10 EQUAL OPPORTUNITY

13.10.1 The Contractor shall maintain policies of employment as follows:

13.10.1.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.10.1.2 The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

4. 13.11 DRUG-TESTING PROGRAM

13.11.1 The contractor agrees with the provisions of Oregon Revised Statutes 279C.505, which requires that the contractor shall demonstrate it has established a drug-testing program for employees and will require each subcontractor providing labor for the Project to do the same.

1.14 ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

No modifications.

1.15 ARTICLE 15 CLAIMS AND DISPUTES

A. 15 CLAIMS AND DISPUTES

1. Add the following to Clause 15.1.5.2

Abnormal weather conditions for the purposes of this agreement are defined as conditions more extreme than any conditions experienced within the general vicinity of the site for each project for a comparable period at any time within the past ten years.

2. Delete Subparagraph 15.1.6.

B. 15.2 INITIAL DECISION

1. Modify Subparagraph 15.2.1 as follows:

In the third sentence, change "30 days" to read "10 days" and add the following: The Initial Decision Maker shall review all submitted claims and render decisions as soon as possible.

2. Modify Clause 15.2.6.1 as follows:

In the first sentence, change the "30 days and "60 days" to read "10 days" and "30 days" respectively.

C. 15.3 MEDIATION

1. Delete Paragraph 15.3 MEDIATION, and substitute the following:

15.3 MEDIATION AND ARBITRATION

15.3.1 Parties shall attempt to resolve all disputes at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the Project Manager level. As a next step, claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be determined by mediation, arbitration or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within five days or if mediation fails to resolve

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the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator agreed to by the parties in an additional five days. If both parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator, the arbitrators so chosen shall select a third, and the decision of a majority of the arbitrators shall be final, binding the parties, and any judgment may be entered thereon. Unless the parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Construction Industry Arbitration Rules of the American Arbitration Association.

Notwithstanding the above, the Owner may, at the Owner's sole discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

15.3.2 In the event of arbitration or litigation arising out of the execution of this Agreement, the prevailing party shall be entitled to recover from the adverse party, reasonable attorney fees and costs for the arbitration proceedings, trial court or any appellate proceeding, in the amount determined by the arbitrator or the court, as appropriate.

For the purposes of the above provisions referring to attorney fees and related costs, the prevailing party in an arbitration proceeding or trial shall be a claimant who receives an award or damages in excess of the adverse party's pretrial or prehearing offer made at least 10 days before trial or hearing. If the claimant receives an award of damages no greater than the adverse party's pretrial or prehearing offer, the adverse party shall be deemed to be the prevailing party. In the event both sides are awarded damages, the prevailing party shall be the party who recovers the net award, provided the recovery exceeds the adverse party's pretrial or prehearing offer. If the claimant net recovery is no greater than the adverse party's pretrial or prehearing offer, the adverse party shall be deemed the prevailing party.

D. 15.4 ARBITRATION

1. Delete Paragraph 15.4 ARBITRATION.

END OF DOCUMENT 00 73 00

SECTION 01 1100
SUMMARY OF WORK

PART 1 GENERAL

1.01 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.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The project consists of site preparation for the future construction of a new elementary school on the River Road Site. The majority of work includes site clearing, excavation, compaction, fills and grading. Selective demolition and temporary modifications to portions of the existing River Road Elementary School are also part of the work. Associated work includes site clearing, site demolition, temporary pathways, temporary storm water measures, and erosion control.
 - 1. Project Location: River Road Elementary School, 120 Hilliard Lane, Eugene, OR 97404
 - 2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.
- B. Architect Identification: The Contract Documents, dated May 15, 2015, were prepared for Project by PIVOT Architecture, 44 W. Broadway, Eugene, OR 97401.
- C. Project Manager: Ryan Spain has been appointed by Owner to serve as Project Coordinator.

1.03 CONTRACT

- A. Project will be constructed under a general construction contract.
 - 1. AIA Document A101 - Standard Form of Agreement Between Owner and Contractor.

1.04 WORK SEQUENCE

- A. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
- B. Perform work in order to achieve Substantial Completion by 9/01/2015.
- C. Achieve Final Completion within seven (7) days following the date of Substantial Completion.

1.05 USE OF PREMISES

- A. Work Area Access: Buildings will 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 adjacent to the Work. Parking for a limited number of School District Personnel shall be maintained.
- E. Contractor Staging Areas: Limit staging to within Work Limit area as indicated on Drawings.
- F. Construction Operations: Limited to within Work Limit areas indicated on Drawings.

1.06 FUTURE WORK

- A. Future Contract: Owner will award a separate contract for additional work to be performed at the site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract. The Contract for future work will include the following:

1. Construction of a new River Road Elementary School building and site improvements to replace the existing facility: A separate contract will be awarded for construction of the new school, demolition of the old school building, and completion of site improvements.

1.07 SURVEYING FOR RECORD DOCUMENTATION

- A. Provide field surveying services as required for record drawings, Section 01 7839 Project Record Documents.

1.08 SALVAGED MATERIALS

- A. Existing soccer goals to be moved to another part of the River Road School site. Contractor to coordinate with Owner for specific location. See Drawings.

1.09 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. Contractor's 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.
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.
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 WARNING

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.
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 5 ASBESTOS FORMS

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

**SECTION 01 2100
ALLOWANCES**

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 governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section 00 41 13 Bid Form
 - 2. Division 1 Section 01 25 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 3. Division 1 Section 01 22 00 "Unit Prices" for procedures for using unit prices.
 - 4. Division 1 Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 5. Divisions 2 through 49 Sections for items of Work covered by allowances.

1.3 SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Cost of Allowances are to be included in the Contractor's Base Bid.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.6 TESTING AND INSPECTION

- A. Cost of testing associated with work performed under allowances will be paid for by the Owner.
- B. The allowance does include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.7 MEASUREMENT AND PAYMENT

- A. Provide field measurements of quantities of material to be removed or installed corresponding to the unit of measurement for each Allowance.

1.8 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.
 - 2. At project close out, credit all unused amounts remaining in each allowance to Owner by Change Order.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.2 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Over Excavation
 - 1. Description: Provide additional excavation of subgrade and re-compaction or storage on site as directed by Geotechnical Engineer and according to Division 31 Earthwork, Section 31 2000.
 - 2. Quantity of Work: Up to 500 cubic yards.
 - 3. Unit of Measurement: Cubic Yard, Truck Measure.
 - 4. Cost per Cubic Yard: As provided on the Bid Form by Contractor
- B. Allowance No. 2: Granular Fill
 - 1. Description: Provide additional installation of Granular Fill including compaction as directed by Geotechnical Engineer and according to Division 31 Earthwork, Section 31 2000.
 - 2. Quantity of Work: Up to 1000 cubic yards.
 - 3. Unit of Measurement: Cubic Yard, Truck Measure.
 - 4. Cost per Cubic Yard: As provided on the Bid Form by Contractor

END OF SECTION

SECTION 01 22 00

UNIT PRICES

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 unit prices.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 25 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 1 Section 01 04 00 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, **as** a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. The unit prices, multiplied by an assumed quantity, will be the basis of allowances which are to be included in the base bid.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1: Over Excavation
 - 1. Description: Provide additional excavation of subgrade and re-compaction or storage on site as directed by Geotechnical Engineer and according to Division 31 Earthwork, Section 31 2000.
 - 2. Unit of Measurement: Cubic Yard, Truck Measure
- B. Unit Price No. 3: Granular Fill
 - 1. Description: Provide additional installation of Granular Fill including compaction as directed by Geotechnical Engineer and according to Division 31 Earthwork, Section 31 2000.
 - 2. Unit of Measurement: Cubic Yard, Truck Measure

END OF SECTION 01 22 00

**SECTION 08 7111
DOOR HARDWARE SCHEDULE**

MANUFACTURERS SPECIFIED:

PRODUCT SPECIFIED	MANUFACTURER NAME	SYMBOL SPECIFIED	APPROVED EQUAL
BUTTS	IVES	I	STANLEY, MCKINNEY
CONTINUOUS HINGES	IVES	I	MCKINNEY
CYLINDERS	SCHLAGE	SCH	NONE
CLOSERS	LCN	LCN	NONE
RIM PANICS	VON DUPRIN	VD	NONE
VR PANICS	PRECISION	PHI	NONE
MULLIONS	VON DUPRIN	VD	NONE
POWER TRANSFERS	VON DUPRIN	VD	NONE
POWER SUPPLIES	VON DUPRIN	VD	NONE
KICKPLATES	IVES	I	NONE
WALL MAGS	LCN	LCN	NONE
STOPS	IVES	IVES	NONE
OVERHEAD STOPS	GLYNN JOHNSON	GJ	NONE
THRESHOLDS	PEMKO	P	NGP
SEALS	STEELCRAFT	STE	NONE

KEYING: PROVIDE CONSTRUCTION CORES. FINAL KEYING AS DIRECTED BY ARCHITECT AND OWNER.

HARDWARE GROUPS:

GROUP 1

GYM DOOR

1	EA	CONTINUOUS HINGE 224HD EPT	ALUM	I
1	EA	PANIC RX-L98NL X 990NL	626	VD
1	EA	CYLINDER 20-079	626	SCH
1	EA	CORES 20-030 VERIFY KEYWAY	626	SCH
1	EA	CLOSERS 4111 SPRING CUSH	ALUM	LCN
1	EA	THRESHOLD 276A (VERIFY DETAIL)	ALUM	P
1	EA	DOOR SHOE 216AV	ALUM	P
1	SET	SEALS PS074	BLACK	STE

SECTION 31 2000
EARTH MOVING

PART 1 GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this specification and accompanying drawings.

1.02 SECTION INCLUDES

- A. Excavation and fills, including compaction, of on-site private building.

1.03 RELATED SECTIONS

- A. Section 00 3100 - Available Project Information
- B. Section 02 4100 - Demolition
- C. Section 31 2333 - Trenching and Backfill

1.04 REFERENCED SPECIFICATIONS

- A. ODOT Standard Specifications (latest revision).

1.05 REFERENCED DOCUMENTS

- A. Geotechnical Report: Geotechnical Investigation, River Road Elementary School, Eugene, Oregon, dated April 2, 2015.
- B. All earthwork operations shall comply with the recommendations and requirements of the Geotechnical Report.

1.06 WORK INCLUDED BUT SPECIFIED ELSEWHERE

- A. Products and construction within the Lane County right-of-way shall conform to the 2015 Oregon Standard Specifications for Construction published by ODOT and the Oregon Chapter of APWA and City of Eugene Amendment No. 1.

1.07 DEFINITIONS

- A. Rock: Material that cannot be removed by one-yard shovel, by backhoe with 9,500 lb. digging force, by pick and shovel, or by 200 HP Crawler fitted with normal excavating equipment. Ripper attachment as might be hooked into seam is not considered "normal" excavating equipment.
- B. Unstable Soil: Soft, loose, wet, or disturbed ground that is incapable of supporting material, equipment, personnel, or structure.
- C. Wet Weather Conditions: Wet Weather Conditions apply to materials placed during dry weather but which are subsequently subjected to rainfall and equipment or construction traffic. The Contractor shall be responsible for the performance of the selected type of material.
- D. Dry weather conditions shall be assumed until October 15. Wet weather conditions are anticipated during the Wet Weather Period of October 15 through April 30. The contractor is responsible for providing the appropriate material and construction measures during the Wet Weather Period, and no additional monies will be paid to the contractor for construction during the Wet Weather Period.

1.08 SUBMITTALS

- A. Comply with Section 01 3300, unless otherwise noted.
- B. Product Data: Manufacturer's specifications and technical data including performance, construction, and manufacturing information.
 - 1. Submit for: Subgrade separation geotextile.
- C. Samples: Submit 2 material sample(s) (2 quart minimum) of the following product for approval prior to delivery to site.
 - 1. Select Fill.

2. Granular Site Fill (if bar-run is used).
- D. Field Quality Control: Submittals as specified in Part 3 of this section.
 1. Field Tests.
 2. Special Inspections for Code Compliance.
- E. Closeout Requirements: Comply with Section 01 7700 and Section 01 7839.
 1. Provide record documents.

1.09 QUALITY REQUIREMENTS

- A. Manufacturer's Qualifications: Not less than 5 years experience in the actual production of specified products.
- B. Installers Qualifications: Firm with not less than 5 years experience in installation of systems similar in complexity to those required for this project.
- C. Product/Material Qualifications:
 1. Design Data: Compaction testing shall be in accordance with Section 01 4000, QUALITY REQUIREMENTS.
 2. Test Reports: Provide imported material gradation test reports. Provide material compaction test reports.
- D. Regulatory Requirements:
 1. An erosion control permit is required. The Owner shall apply, pay for, and secure the permit. The contractor shall comply with the construction erosion control permit.
 2. Comply with 2015 Oregon Standard Specifications for Construction published by ODOT and the Oregon chapter of APWA and City of Eugene Amendment No. 1 for work within right-of-ways.
- E. Observation and Inspection: Owner will retain a Geotechnical Engineer to monitor earthwork operations.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, Storage and Protection: Comply with manufacturer's recommendations.
 1. Protect from damage by the elements and construction procedures.

1.11 ADVANCE NOTICES

- A. Notify Engineer at least 48 hours before starting work of this section.

1.12 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

PART 2 PRODUCTS

2.01 STABILIZATION FILL

- A. Imported, clean, angular quarry rock, 3-inch or 6-inch minus material, open-gradation.

2.02 SELECT FILL

- A. Shall consist of 1-1/2"-0 or 3/4"-0, clean, well-graded, durable, crushed rock that is free of plastic clay, organic matter and construction debris and with no more than 5 percent by weight passing the No. 200 sieve.

2.03 GRANULAR SITE FILL

- A. Shall consist of 3"-0, clean, well-graded, crushed (quarry) rock.
- B. Bar-run gravel approved by the Geotechnical Engineer may be used if placed during dry weather.

2.04 NATIVE MATERIAL

- A. Excavated, on-site soil, native to project site, free of organics, solids larger than 3 inch diameter, weeds and other deleterious matter and approved by the Geotechnical Engineer for use as fill only during dry weather conditions.

2.05 SUBGRADE SEPARATION GEOTEXTILE

- A. The Separation Geotextile shall have Mean Average Roll Value (MARV) strength properties meeting the requirements of an AASHTO M 288-06 Class 2 woven geotextile. The geotextile shall have MARV hydraulic properties meeting the requirements of AASHTO M 288-2006 (geotextile for separation) with a permittivity greater than $0.05 \text{ per sec.}^{-1}$ and an AOS less than 0.6 mm.

PART 3 EXECUTION

3.01 EXISTING CONDITIONS

- A. Prior to starting of the work of this section verify that existing grades and field conditions agree with drawings. Notify Engineer of deviations.
- B. Do not start work of this section until all unsatisfactory conditions have been corrected. Commencing work implies acceptance of existing conditions.
- C. If field measurements differ slightly from drawing dimensions, modify work as required for accurate fit. If measurements differ substantially, notify Engineer prior to starting work of this section.

3.02 PRECONSTRUCTION CONFERENCE

- A. Hold a preconstruction conference with the Geotechnical Engineer, Owner's Representative and the earthwork subcontractor prior to beginning earthwork operations.
- B. Comply with the recommendations of the Geotechnical Engineer.

3.03 PROTECTION

- A. Monuments: Carefully maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- B. Existing Utilities: Existing utilities shall be field located. Protect active utility lines encountered. Repair or replace utility lines damaged by work of this Section.
- C. Pavement Cleaning: Maintain pavements and walkways clean at all times.
- D. Dust Control: Protect persons and property against damage and discomfort caused by dust; water as necessary and when directed.
- E. Other Work and Adjacent Property: Protect against damage caused by work of this section.

3.04 GENERAL REQUIREMENTS

- A. Contractor shall perform all excavation necessary or required for proper construction of the work and placement or installation of materials.
- B. Cutting Pavements: Cut vertical, straight-line joints using power saw designed for cutting pavements.
- C. Line and Grade: Excavate to lines and grades shown on the drawings or as established by the Engineer.
- D. Shoring: Shore excavations when necessary to prevent caving during excavation in unstable material, or to protect adjacent structures, property, workers, and the public or as required by local, state, or federal agencies. Shoring shall be removed, as the backfilling is done, in a manner that does not damage work or permit voids in the backfill. It shall be the sole responsibility of the Contractor to see that safety requirements are met.
- E. Temporary stockpiling of Excavated Materials: Excavated materials may be placed in approved areas. Do not obstruct roadways, bikeways, or pedestrian walkways. Conform to all federal, state and local codes governing the safe loading of excavated materials adjacent to excavations.
- F. Excess Excavation: Where excavation, through the Contractor's error, is carried to levels lower than those shown on drawings, backfill with specified bedding material to proper levels at Contractor's expense.

- G. Drainage: Except as otherwise permitted, excavation shall be done in a manner as to provide for adequate drainage. In excavation where gravity drainage is not practical, the Contractor shall provide pumps and accessories with which to remove and dispose of all water, including but not limited to, surface water from rainfall entering the excavations, as required to accomplish the work and as required by governing jurisdictions.
- H. Backfilling shall not commence until after excavations have been inspected. Backfill shall be placed in such a manner as not to disturb, damage, or subject such facilities to unbalanced loads or forces. Make fills as soon as feasible after Engineer's review and acceptance.
- I. If rock or unstable soil are encountered, notify Engineer. Removal of rock or unstable soil will be paid for as an addition to the contract.

3.05 GEOTEXTILE PLACEMENT

- A. Acquisition and Storage: Provide complete rolls of geotextile as furnished by the manufacturer, and protect against damage and deterioration. Store all geotextile rolls in a dry place and off the ground at all times according to ASTM D4873 (latest revision). Cover all rolls and partial rolls with a dark protective covering when received. The geotextile will be rejected for use if the Engineer determines it has defects, deterioration, or has been damaged.
- B. Surface Preparation: Prepare the surface receiving the geotextile to a smooth condition free of obstructions, depressions, and debris unless otherwise directed. Do not drag the geotextile on the ground or mishandle it in any way.
- C. Loosely place the geotextile without wrinkles so placement of the overlying material will not tear the geotextile. Lap or sew the geotextile at the ends and sides of adjoining sheets as specified.
- D. On Slopes: Place the geotextile with the machine direction oriented up-down the slope. Lap the upper sheets over the top of the lower sheets. When the geotextile is placed on a slope steeper than 6:1, securely anchor the laps to the ground surface with pins or stakes as necessary to prevent slippage and tearing of the geotextile. Start placement of fill material on the geotextile at the toe of the slope and proceed upwards.
- E. Overlap: Minimum overlap shall be 24 inches.
- F. If the Engineer determines the specified overlap is not sufficient, increase the overlap to provide adequate coverage or sew the geotextile together in the field. If field-sewn, the provisions of ODOT 00350.20 and 00350.41(a-3) apply.
- G. Protection of Geotextile: Protect the geotextile at all times from ultraviolet (UV) rays, contamination by surface runoff, and construction activities.
- H. Traffic or construction equipment will not be permitted directly on the geotextile except as authorized by the Engineer. When placed for construction, cover the geotextile with specified cover material as soon as possible.
- I. Place cover material on the geotextile in a manner that the geotextile is not torn, punctured, or shifted. Use a minimum 6-inch-thick cover layer or twice the maximum aggregate size, whichever is thicker. End-dumping cover material directly on the geotextile will not be permitted.
- J. Limit construction vehicles in size and weight so rutting in the initial layer above the geotextile is not more than three inches deep or one half the layer thickness, whichever is less. Turning of vehicles on the first layer will not be permitted.
- K. Repair of Geotextile: Repair or replace all torn, punctured, or contaminated geotextiles during construction at no cost to the Owner. Repair by placing a patch of the specified geotextile over the affected area. Where geotextile seams are required to be sewn, repair any damaged sheet by sewing unless otherwise indicated on the plans or special provisions or as directed.

3.06 CLEARING AND GRUBBING

- A. Clear and grub site in all areas to receive improvements. Clearing shall be the removal of all brush, grass, shrubs, trees, weeds, rubbish, structures, pavements, and debris flush with or slightly below original ground surface. Remove willow and blackberry, if any, to not less than 12

inches below original ground surface. Grubbing shall be the removal of all stumps and roots larger than 1-1/2 inches in diameter, rocks larger than 6 inches, and existing structures to 4 inches below existing grade.

- B. Dispose of all cleared and grubbed materials off site.

3.07 EXCAVATION AND FILLS AT BUILDING AREAS

- A. Building Excavation and Fills at Building Areas shall only be done during dry weather conditions (when conditions are suitable for aeration and drying of soils for compaction).
- B. Strip the existing ground approximately 4 inches or as required to remove roots, sod or other existing demolition debris. Stripping depth to be confirmed by the Geotechnical Engineer. Remove strippings from site.
- C. Building Excavation: Excavate any additional existing Native Material in the building area in strips or segments to the grades required on the drawings. The toe of the excavation shall extend at least 5 feet beyond the limits of any new foundation or slab, except as approved by the Geotechnical Engineer. Over excavate any unsuitable fill or other deleterious material as directed by the Engineer and Geotechnical Engineer. Overexcavation will be paid for as an addition to the contract.
1. Excavated Native Material, approved by the Geotechnical Engineer, shall be side cast, spread or stockpile for re-use on the site.
 2. Moisture condition the stockpiled Native Material as required.
 3. Excavated Native Material not approved by the Geotechnical Engineer for re-use on the site shall be removed from the site.
- D. Building Pad Subgrade Preparation:
1. Scarify and aerate the exposed soil in the bottom of the excavation as needed for efficient compaction. Compact the bottom of the excavation to the approval of the Geotechnical Engineer. The stockpiled and moisture conditioned Native Material can be blended with the soil exposed in the bottom of the excavation to expedite compaction.
 2. Use approved moisture conditioned Native Material (**Base Bid**) and **Granular Site Fill per Bid Allowance No. 2** to raise the grade to **30"** below the finished floor elevation. Place fill in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 2 percent. A large vibratory padfoot roller with a 10/20 ton (static/dynamic) rating will be required for adequate compaction. Field density tests shall be conducted to confirm adequate compaction and/or an appropriate rolling pattern. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer.
 3. Proof roll a segment of the compacted fill at the mid-level using a loaded dump truck. Excavate, aerate as needed, and recompact any areas of pumping and rutting.
 4. Fine grade and roll the surface of the completed fill with a smooth drum roller to produce a surface free of indentation, ruts or irregularities.
 5. Proof roll the surface of the completed fill prior to placing any imported building pad fill. Soft or pumping area should be dug out, aerated and recompact, or replaced with Select Fill.
- E. Building Pad Preparation:
1. Proof roll the completed subgrade with an approved vehicle if there is a significant delay between the completion of the site mitigation and the building and construction. Where soft soil is present, moisture condition the soil (i.e., dry it) and re-compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 2 percent. A large vibratory padfoot roller with a 10/20 ton (static/dynamic) rating will be required for adequate compaction. Field density tests shall be conducted to confirm adequate compaction and/or an appropriate rolling pattern. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer.

2. This option requires dry weather and sufficient time for aeration. If the zone of soft soil is more than 12 inches thick, excavation, stockpiling, aeration and recompaction in lifts may be required.
3. Place subgrade separation geotextile over entire subgrade.
4. Place Granular Site Fill, per Bid Allowance No. 2, to provide a 6-inch thick lift within 5-feet of the building footings or slab as shown on the drawings. This lift of Granular Site Fill is to provide makeup for the difference between insitu and compacted densities of the native material beneath the building pad. Top of rock shall be 30 inches below finished floor elevation. Place fill in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 3 percent. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer.
5. Place Select Fill or a combination of 12-inches of Granular Site Fill capped with 12-inches of Select Fill to provide a 24-inch thick building pad. Top of pad shall be 6 inches below finished floor elevation. Place fill in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 3 percent. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer.

3.08 EXCAVATION AT HAUL ROADS

- A. Strip the existing ground approximately 4 inches or as required to remove roots, sod or other existing demolition debris. Stripping depth to be confirmed by the Geotechnical Engineer. Remove strippings from site.
- B. Place subgrade separation geotextile over entire subgrade.
- C. Place Stabilization Fill, Select Fill or a combination of 12-inches of Granular Site Fill capped with 12-inches of Select Fill to provide a 24-inch thick pad. Place fill in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D698 (latest revision) at an optimum moisture content of ± 3 percent. It shall be the contractor's responsibility to maintain and repair the building slab base after initial testing and approval. Fill that cannot be tested shall be compacted to the approval of the Engineer and Geotechnical Engineer.

3.09 GRADING

- A. Perform all earthwork to the lines and grades shown on the drawings. Shape and finish slopes to conform to the lines, grades, and cross sections as shown or approved by the Engineer. Provide positive drainage away from buildings and sidewalks.

3.10 MAINTENANCE OF EARTHWORK

- A. Contractor shall maintain all earthwork surfaces until all work has been completed and accepted. Such maintenance shall include, but not be limited to, addition of appropriate backfill material to keep backfilled surface smooth, free from ruts and potholes, and suitable for traffic flow.

3.11 DISPOSAL OF WASTE MATERIAL AND EXCESS EXCAVATION

- A. Remove from site excess material that is unsuitable for backfilling or stockpiling at the Contractor's expense.

3.12 SETTLEMENT

- A. Any settlement in earthwork which occurs during the warranty period and is attributable to construction procedures, such as improper removal of shoring or insufficient compaction, shall be corrected by the Contractor at his own expense. Any piping or facilities damaged by such settlement shall be restored to their original condition at the Contractor's expense.

3.13 FIELD QUALITY CONTROL

- A. Refer to Section 01 4000 for responsibilities for arranging, supervising, and payment of field quality control requirements.
- B. Field Tests:

1. Subgrade compaction testing.
 2. Material compaction testing.
 3. Imported material gradation testing.
- C. Field Inspections: Notify Engineer prior to work of this section.
- D. Special Inspections for Code Compliance: Obtain building inspector approvals.

3.14 CLEANING

- A. Upon completion of the work of this section promptly remove from the working area all scraps, debris, and surplus material.

3.15 PROTECTION

- A. Protect all work installed under this section.
- B. Replace at no additional cost to Owner, any damaged work of this Section.

END OF SECTION

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SITE DATA SUMMARY (EARTHWORK PACKAGE)

TOTAL SITE AREA: 364,090 SF
EXISTING IMPERVIOUS SURFACE AREA: 49,982 SF
ROOF: 49,982 SF
PAVING: 76,792 SF
TOTAL: 126,964 SF
PROPOSED IMPERVIOUS SURFACE AREA: 49,982 SF
ROOF: 49,982 SF
PAVING: 77,399 SF
TOTAL: 127,381 SF

LAND USE CODE INFORMATION

ADDRESS: 120 WEST HILLIARD AVENUE
EUGENE, OR 97404
MAP & TAX LOT #: 17 04 24 23 - 004-00
ZONE: PL PUBLIC LAND
SETBACKS: MINIMUM FRONT & INTERIOR YARD: 10'
MINIMUM FRONT YARD: NA
LANDSCAPING: MINIMUM LANDSCAPE AREA: NONE
BIKE PARKING CALCULATIONS:
1 PER 8 STUDENTS
SCHOOL CAPACITY = 450 STUDENTS
450/8 = 57 REQUIRED SPACES
25% LONG TERM, 75% SHORT TERM
25% OF SHORT TERM SPACES MUST BE COVERED
TOTAL SHORT TERM SPACES REQUIRED = 43, 32 OPEN AND 11 COVERED
TOTAL LONG TERM SPACES REQUIRED = 14
TOTAL SHORT TERM SPACES PROVIDED = 56, 40 OPEN AND 16 COVERED
TOTAL LONG TERM SPACES PROVIDED = 14
TOTAL SPACES PROVIDED = 70

VEHICULAR PARKING SPACE CALCULATIONS
1 PER 8 STUDENTS
SCHOOL CAPACITY = 450 STUDENTS
450/8 = 57 REQUIRED SPACES
MAXIMUM SPACES = REQUIRED NUMBER X 125% = 72

ORS 447.233 ADA SPACES REQUIRED FOR LOT 51-75 SPACES - 3 REQUIRED ADA SPACES, 1 REQUIRED VAN ACCESSIBLE SPACE
5% VANPOOL (EUGENE CODE 9.6420) N/A
TOTAL STANDARD PARKING SPACES PROVIDED: 68 PARKING SPACES

SDC INFORMATION:
PLUMBING FIXTURES TO BE REMOVED: 0 WC, 0 LAV, 0 KITCHEN SINKS
PLUMBING FIXTURES TO BE PROVIDED: NONE
ROOF & PAVING AREA: SEE SITE DATA ABOVE

STORMWATER MANAGEMENT:
SOLID WASTE STORAGE AREAS:
COVERED, PAVED, HYDRAULICALLY ISOLATED, WASTEWATER DRAIN
OUTDOOR STORAGE OF BULK MATERIALS:
RECYCLING MATERIALS, INCLUDED WITH SOLID WASTE AREA ABOVE

BUILDING CODE INFORMATION (FOR BUILDING PACKAGE)

APPLICABLE CODES:
2014 OREGON STRUCTURAL SPECIALTY CODE
2011 OREGON ELECTRICAL SPECIALTY CODE
2014 OREGON ENERGY EFFICIENCY CODE
2010 OREGON MECHANICAL SPECIALTY CODE
2011 OREGON PLUMBING SPECIALTY CODE
2011 OREGON ELEVATOR SPECIALTY CODE
2010 OREGON FIRE CODE
2012 NFPA 1, 10, 13
SEISMIC DESIGN:
SEISMIC OCCUPANCY CATEGORY (1604.5): III
SEISMIC DESIGN CATEGORY (1613): D
SEE STRUCTURAL FOR ADDITIONAL DESIGN CRITERIA

CONSTRUCTION TYPE: II
AUTOMATIC SPRINKLER SYSTEM: PROVIDED, IN ACCORDANCE WITH NFPA 13 AND SECTION 903.1.

BUILDING AREA SUMMARY:
ENCLOSED CANOPY
1ST FLOOR: 42,635 SF 2,332 SF
2ND FLOOR: 19,553 SF
TOTAL: 62,188 SF 2,332 SF

OCCUPANCY: E- EDUCATIONAL
OCCUPANCY SEPARATIONS: N/A
MIXED OCCUPANCIES (508): N/A

ALLOWABLE AREA PER STORY: E OCCUPANCY
 $A_s = A_1 + [A_2 \times F] + [A_3 \times L]$
 $A_s = 14,500 + [14,500 \times .75] + [14,500 \times 2]$
 $A_s = 54,375 \text{ SF} = 42,635, \text{ OK (PROPOSED 1ST FLOOR AREA} = 42,635)$

FRONTAGE INCREASE:
 $H = H_{PIF} \times 0.25/W/30$
 $H = [1/1 - .25] \times 30/30$
 $H = [1 - .25] \times 30/30$
 $H = .75 \times 1 = .75$

BUILDING HEIGHT: ALLOWABLE:
E: 2 STORY, 55'
PROPOSED: 51'

DESIGN OCCUPANT LOAD:
1ST FLOOR: 1,896
2ND FLOOR: 654

CORRIDORS, 1018: NO RATING IN SPRINKLERED BUILDING.

PLUMBING FIXTURE CALCULATIONS: E OCCUPANCY
1 FIXTURE/50 OCCUPANTS FOR E OCCUPANCIES, OR BY USE (LAVATORIES AND WCs)

ALTHOUGH E OCCUPANCIES, GYMNASIUM AND CAFETERIA HAVE SAME USE OF SPACE AS A-3, WHICH ALLOCATES FIXTURES AT 1-125 FOR MALES AND 1-65 FOR FEMALES AND 1-200 FOR LAVATORIES.

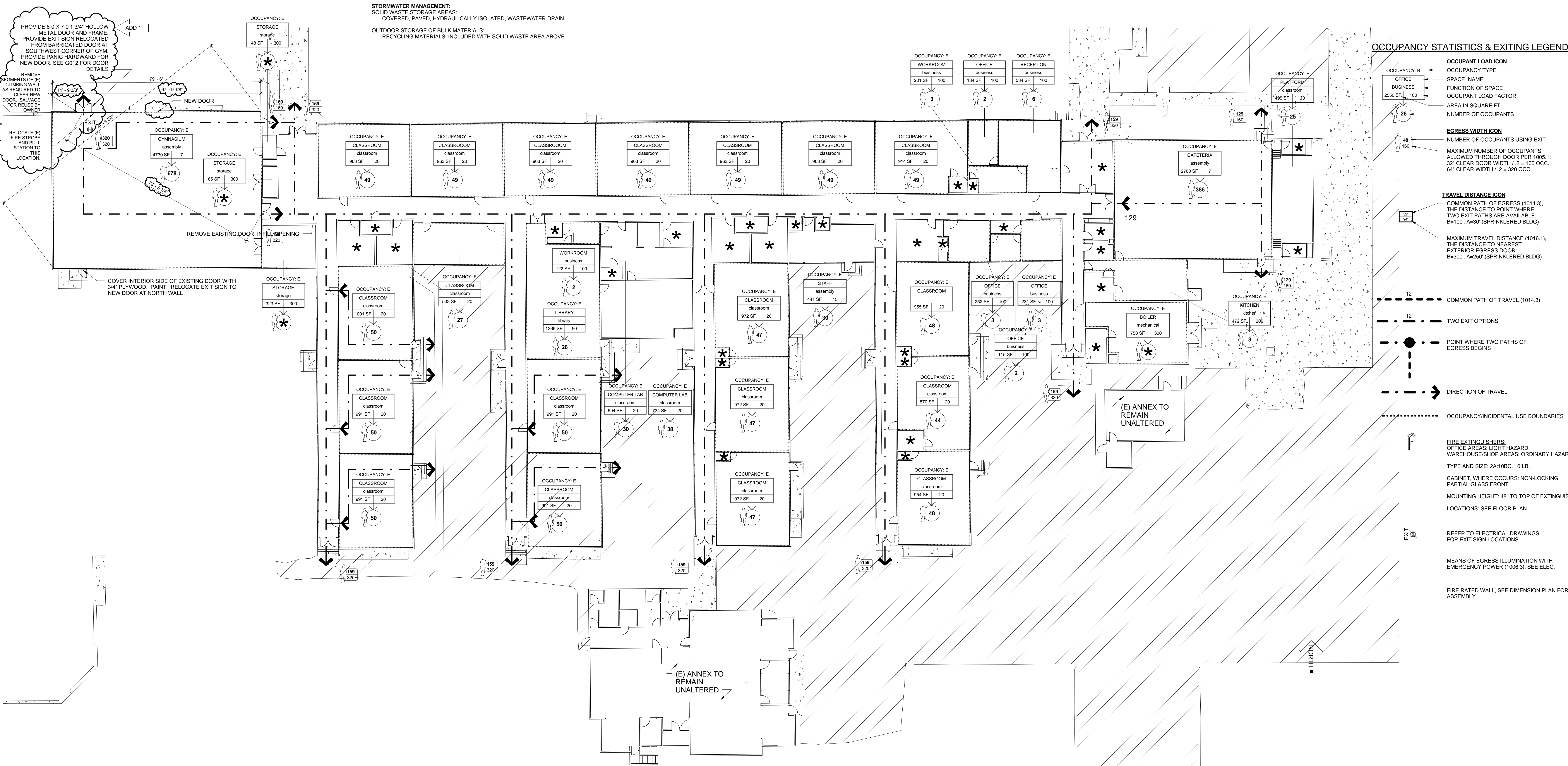
1 URINAL = 2/3 TOILET

SPACE	REQD. WATER CLOSETS		REQD. LAVATORIES	
	OCCUPANTS	MALE/FEMALE	MALE/FEMALE	
FIXTURES ALLOCATED PER A-3 RATIOS (GYMNASIUM & CAFETERIA)	1,224	5/10		4/4
FIXTURES ALLOCATED PER E RATIOS	1,326	14/14		14/14
TOTAL	2,550	19/24		18/18

TOTAL	REQUIRED		PROVIDED	
	MALE / FEMALE	MALE / FEMALE	MALE / FEMALE	MALE / FEMALE
	19 WC / 18 LAV	24 WC / 5 LAV	19 WC / 29 LAV	23 WC / 29 LAV

DRINKING FOUNTAINS: AT LEAST ONE ON EACH FLOOR

PERMIT HISTORY



OCCUPANCY STATISTICS & EXITING LEGEND

- OCCUPANT LOAD ICON**
OCCUPANCY TYPE
SPACE NAME
FUNCTION OF SPACE
OCCUPANT LOAD FACTOR
AREA IN SQUARE FT
NUMBER OF OCCUPANTS
- EGRESS WIDTH ICON**
NUMBER OF OCCUPANTS USING EXIT
MAXIMUM NUMBER OF OCCUPANTS ALLOWED THROUGH DOOR PER 1005.1:
32" CLEAR DOOR WIDTH / 2 = 160 OCC.
64" CLEAR WIDTH / 2 = 320 OCC.
- TRAVEL DISTANCE ICON**
COMMON PATH OF EGRESS (1014.3), THE DISTANCE TO POINT WHERE TWO EXIT PATHS ARE AVAILABLE:
B=100, A=30' (SPRINKLERED BLDG)
MAXIMUM TRAVEL DISTANCE (1016.1), THE DISTANCE TO NEAREST EXTERIOR EGRESS DOOR:
B=300, A=250' (SPRINKLERED BLDG)
- EXITING LEGEND**
--- 12' --- COMMON PATH OF TRAVEL (1014.3)
--- 12' --- TWO EXIT OPTIONS
--- 12' --- POINT WHERE TWO PATHS OF EGRESS BEGINS
--- 12' --- DIRECTION OF TRAVEL
--- 12' --- OCCUPANCY/INCIDENTAL USE BOUNDARIES
- FIRE EXTINGUISHERS:**
OFFICE AREAS: LIGHT HAZARD
WAREHOUSE/SHOP AREAS: ORDINARY HAZARD
TYPE AND SIZE: 2A-10BC, 10 LB.
CABINET, WHERE OCCURS: NON-LOCKING, PARTIAL GLASS FRONT
MOUNTING HEIGHT: 48" TO TOP OF EXTINGUISHER
LOCATIONS: SEE FLOOR PLAN
- EXIT**
REFER TO ELECTRICAL DRAWINGS FOR EXIT SIGN LOCATIONS
- MEANS OF EGRESS ILLUMINATION WITH EMERGENCY POWER (1006.3), SEE ELEC.**
- FIRE RATED WALL. SEE DIMENSION PLAN FOR ASSEMBLY**

1 EGRESS PLAN - EXISTING BUILDING FIRST FLOOR
1/16" = 1'-0"

PIVOT ARCHITECTURE
REGISTERED ARCHITECT
CURTIS N. WILSON
EUGENE, OREGON 97403
STATE OF OREGON

IBI GROUP

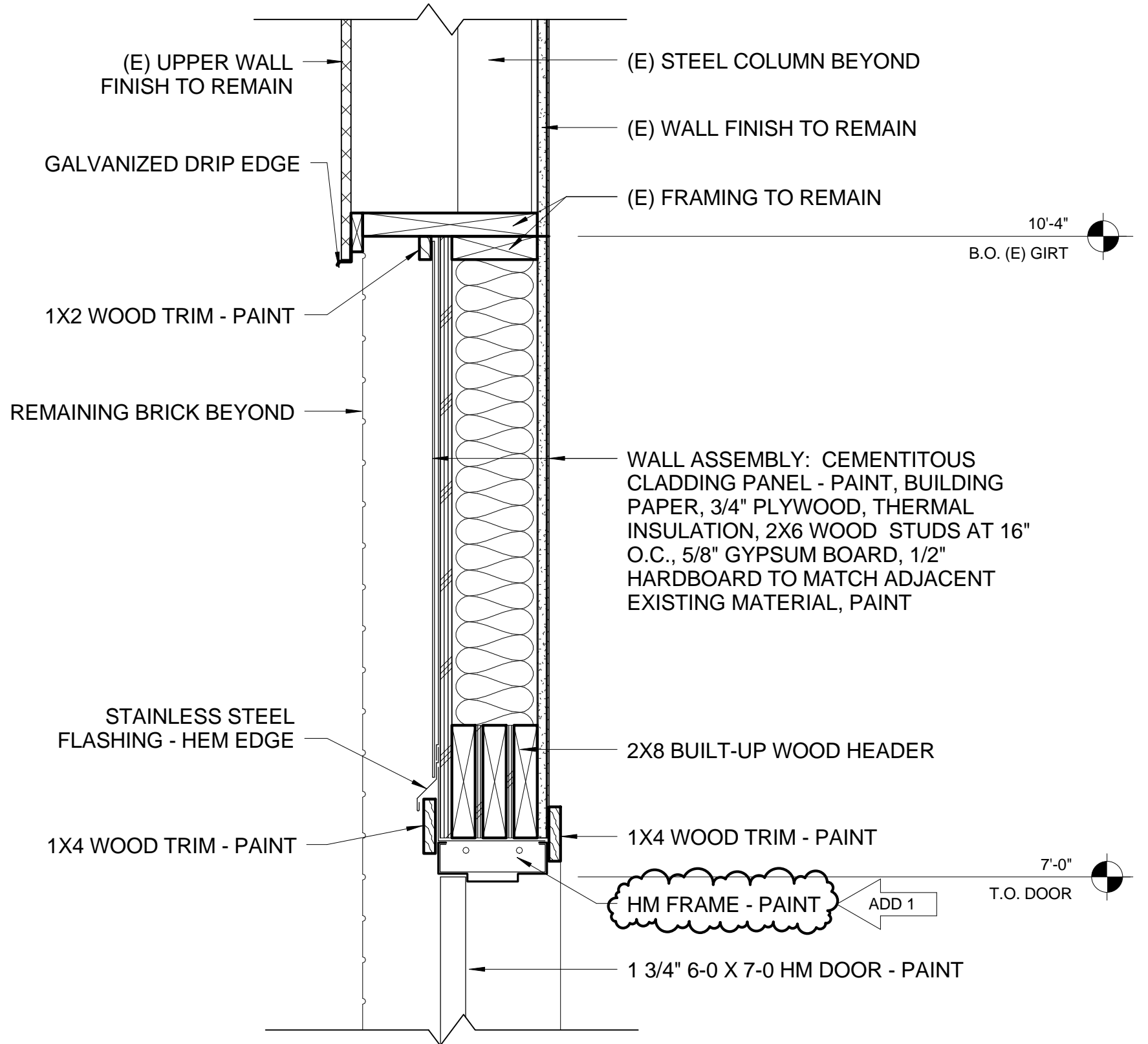
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CONSTRUCTION DOCUMENTS
EUGENE SCHOOL DISTRICT 4J
120 WEST HILLIARD LANE, EUGENE, OR 97404
RIVER ROAD/EL CAMINO DEL RIO EARTHWORK PACKAGE

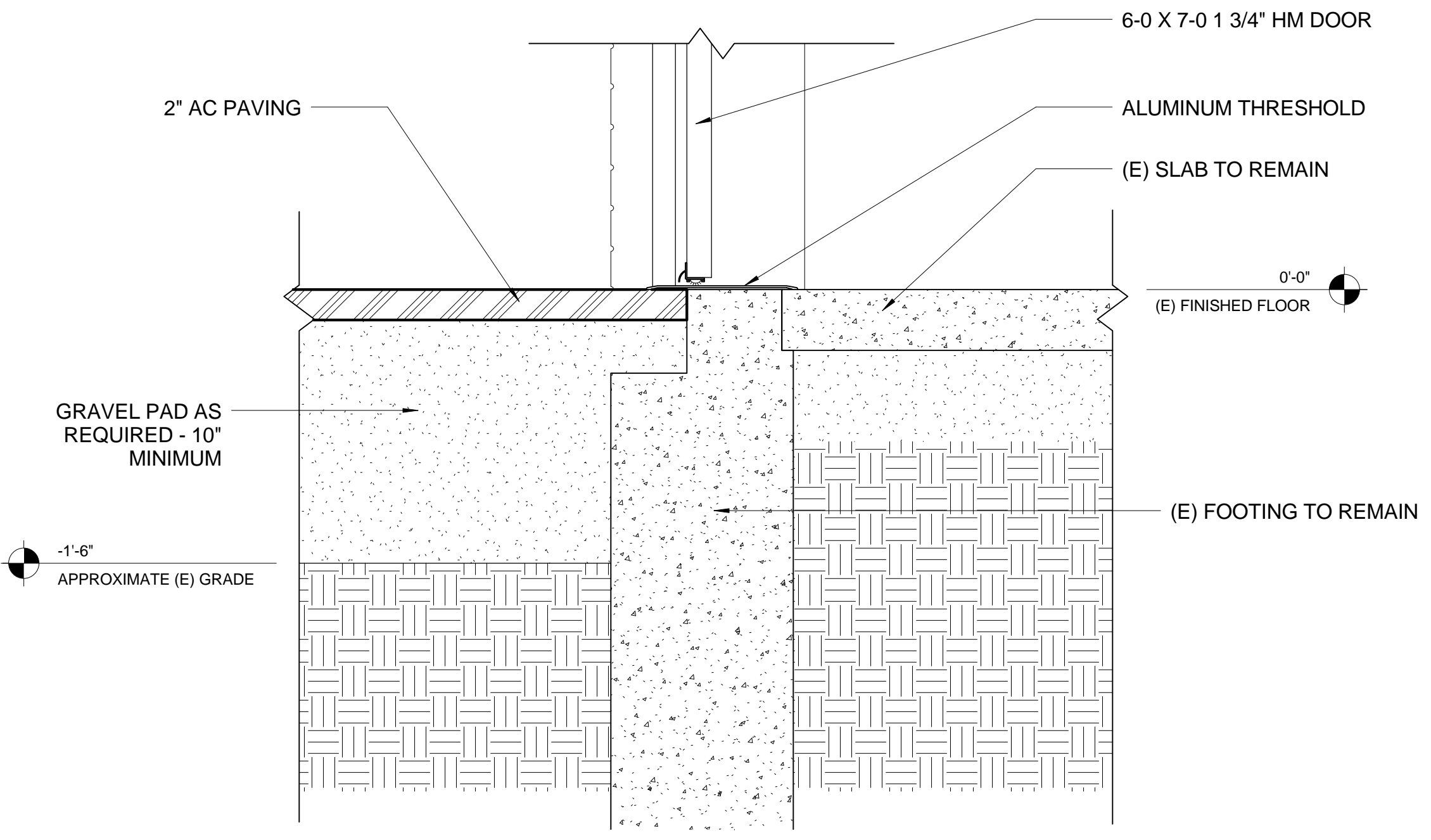
CODE REVIEW - EGRESS PLAN

PROJECT # 133730 REVISIONS
ISSUE DATE 5/15/15

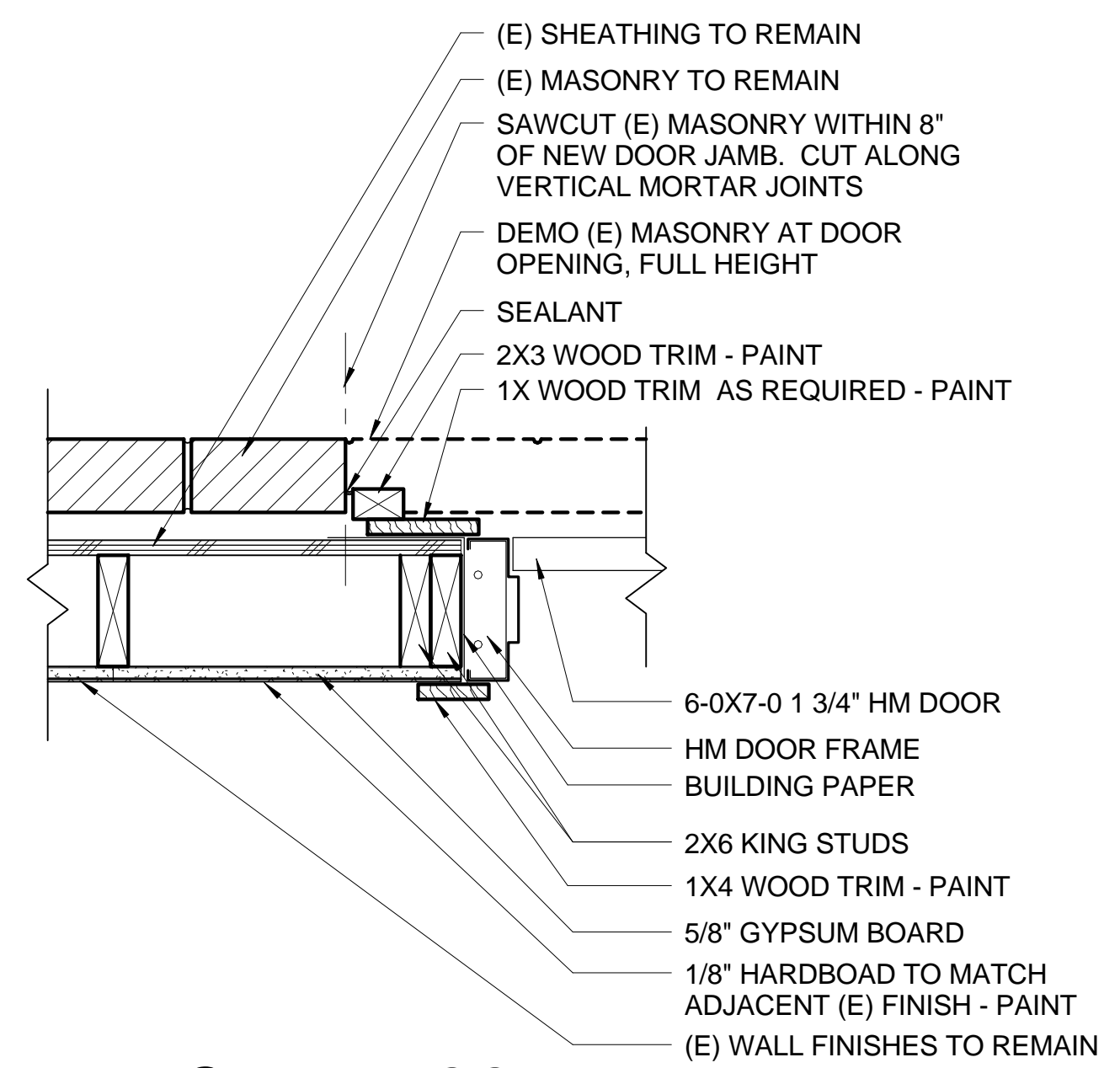
G011



5 HEAD @ NEW DOOR
1/2" = 1'-0"

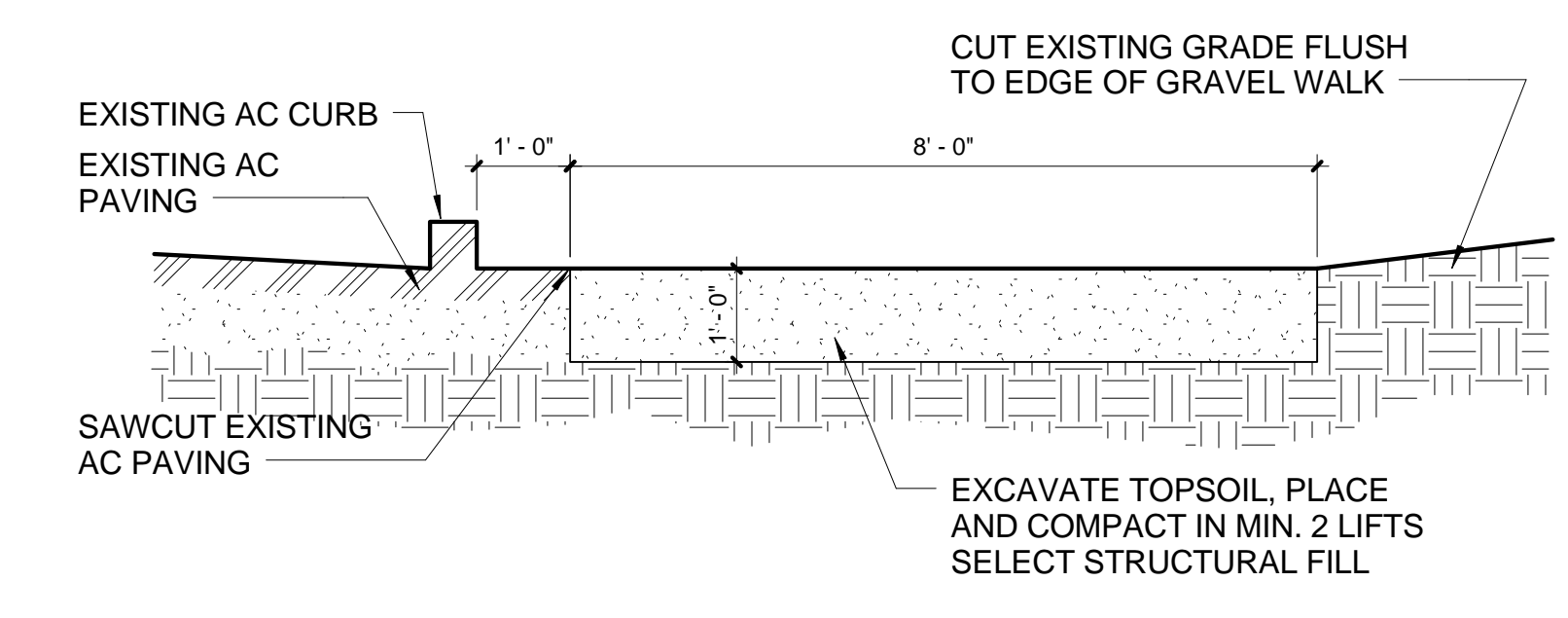


4 THRESHOLD @ NEW DOOR
1/2" = 1'-0"

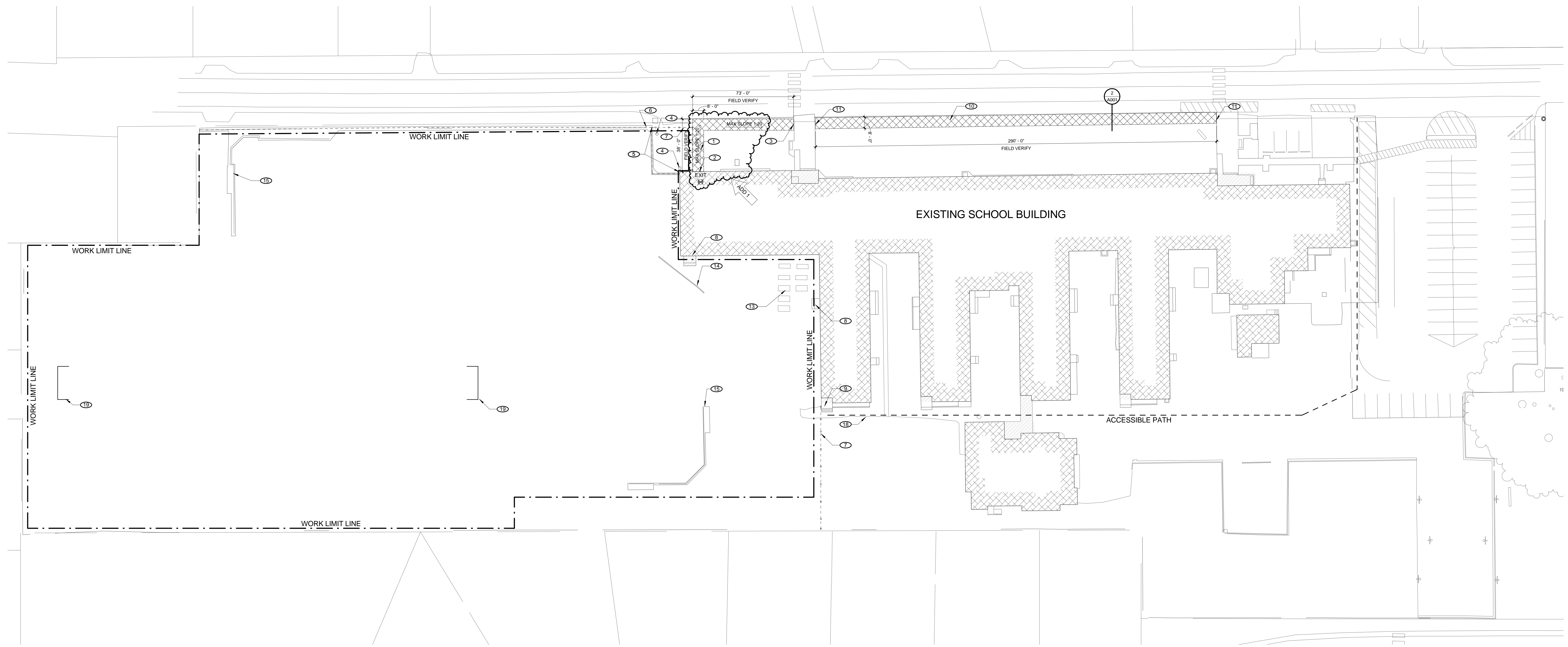


3 JAMB @ NEW DOOR
1/2" = 1'-0"

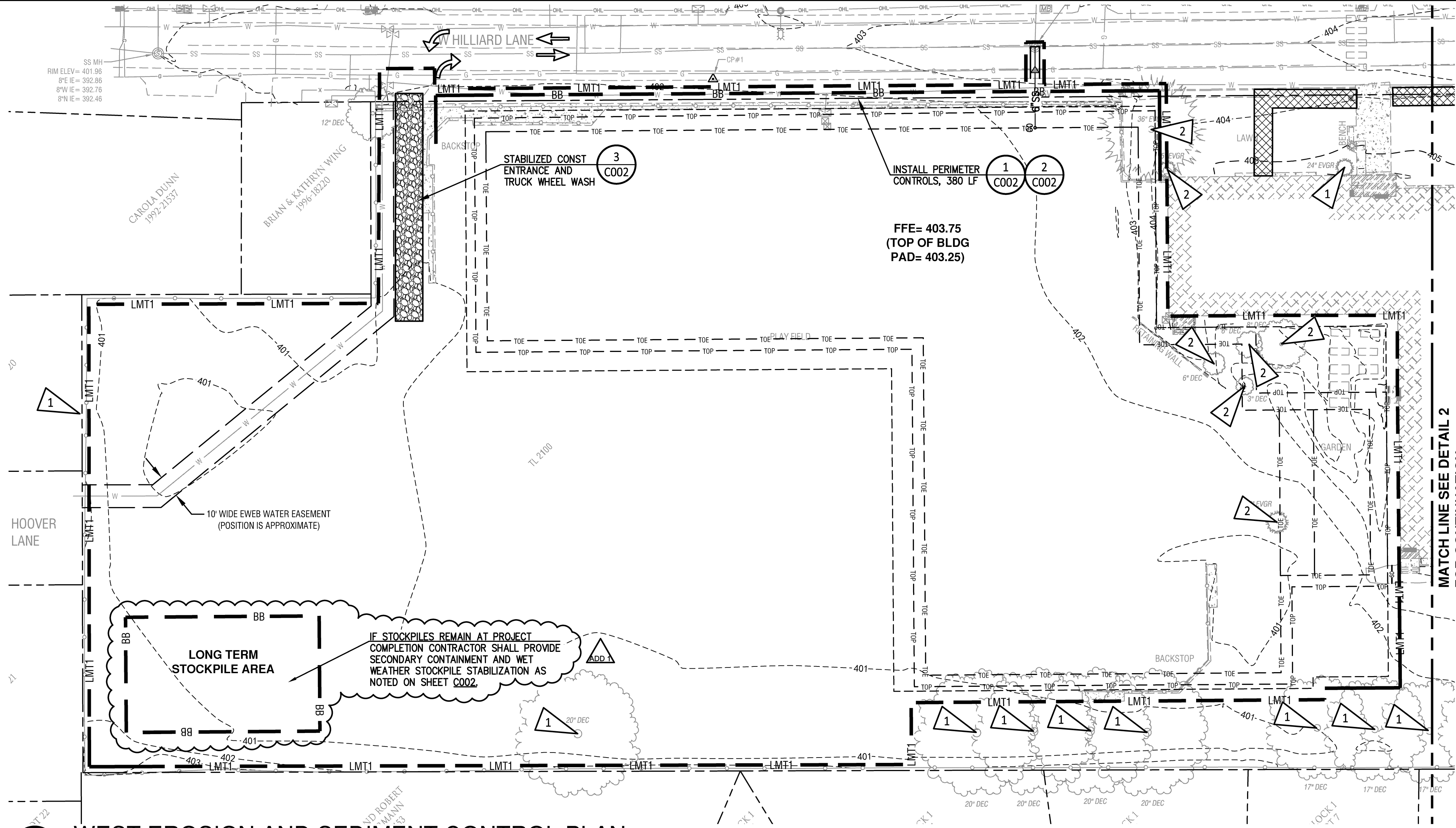
- KEYNOTE LEGEND**
- 1 ADA WALKWAY: EXCAVATE AS NEEDED TO PLACE 2" AC PAVING OVER 10" COMPACTED GRAVEL SUBGRADE.
 - 2 CENTER PATH ON NEW EXIT DOOR. SEE SHEET G012 FOR DOOR LOCATION
 - 3 END NEW AC PATH FLUSH WITH EXISTING CONCRETE PATH
 - 4 EXISTING TREE - DEMOLISH AND REMOVE FROM SITE
 - 5 EXISTING FENCE AND CONCRETE WALL/FOOTING - DEMOLISH AND REMOVE FROM SITE
 - 6 EXISTING FENCING AND CONCRETE FOOTING TO REMAIN
 - 7 INSTALL NEW 8' TALL CHAIN LINK FENCE
 - 8 EXISTING BUILDING EXIT TO BE CLOSED
 - 9 EXISTING BUILDING EXIT TO REMAIN
 - 10 NEW WALK PATH. SAWCUT EXISTING AC PAVING 12" BEHIND EXISTING EXTRUDED CURB. EXCAVATE AC PAVING AND SOILS AS NEEDED TO INSTALL A 12" THICK COMPACTED GRAVEL WALK PATH FLUSH WITH EXISTING AC PAVING.
 - 11 END GRAVEL PATH FLUSH WITH CONCRETE PAVING
 - 13 DEMOLISH AND REMOVE FROM SITE EXISTING GARDEN BEDS
 - 14 DEMOLISH EXISTING RETAINING WALL
 - 15 DEMOLISH BACKSTOP
 - 18 EDGE OF EXISTING AC PAVING
 - 19 RELOCATE EXISTING SOCCER GOALS TO EAST SIDE OF SCHOOL PROPERTY. COORDINATE WITH OWNER TO IDENTIFY LOCATION



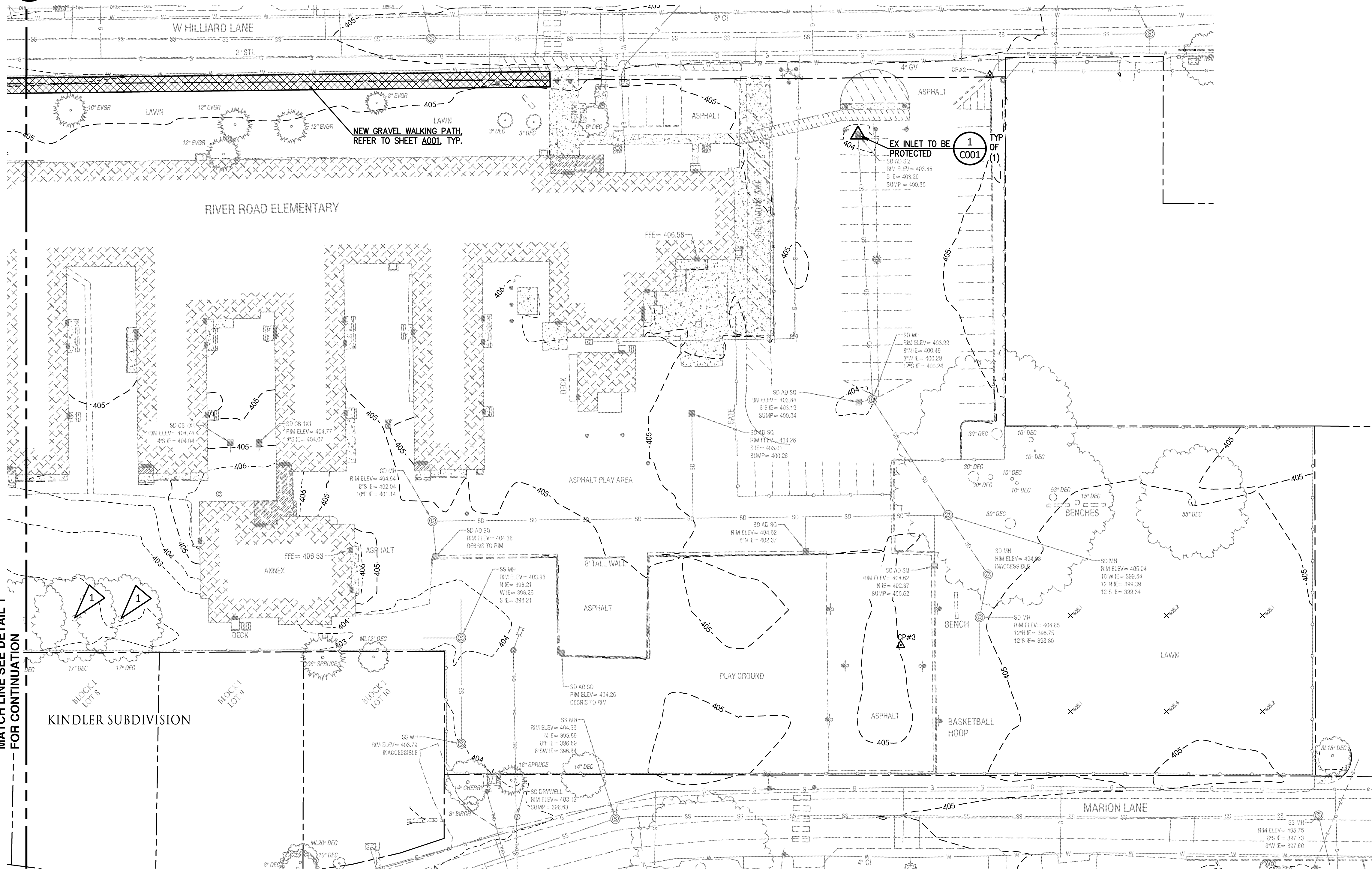
2 SECTION AT GRAVEL WALK
1/2" = 1'-0"



1 PARTIAL SITE PLAN
1" = 30'-0"



1 WEST EROSION AND SEDIMENT CONTROL PLAN
Scale: 1"= 30'



2 EAST EROSION AND SEDIMENT CONTROL PLAN
Scale: 1"= 30'

PLAN SCALE
0 30' 60'
SCALE: 1"= 30'

SHEET NOTES

- REFER TO SHEET C321 FOR LEGENDS AND GENERAL NOTES.
- REFER TO SHEETS C001 AND C002 FOR EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.
- FOR THE BUILDING EXCAVATION, NATIVE SOILS MAY BE SIDE CAST AND MOISTURE CONDITIONED DIRECTLY ADJACENT TO THE EXCAVATION TRENCH PROVIDED THE MOISTURE CONDITIONING IS COMPLETE AND THE SOILS ARE PLACED BACK IN THE EXCAVATION WITHIN 2 DAYS. EROSION CONTROL STOCKPILE REQUIREMENTS APPLY TO NATIVE SOILS EXCAVATED AND MOISTURE CONDITIONED IN THIS MANNER.
- NOT USED.
- UPON PROJECT COMPLETION LEAVE EROSION CONTROL MEASURES IN PLACE.

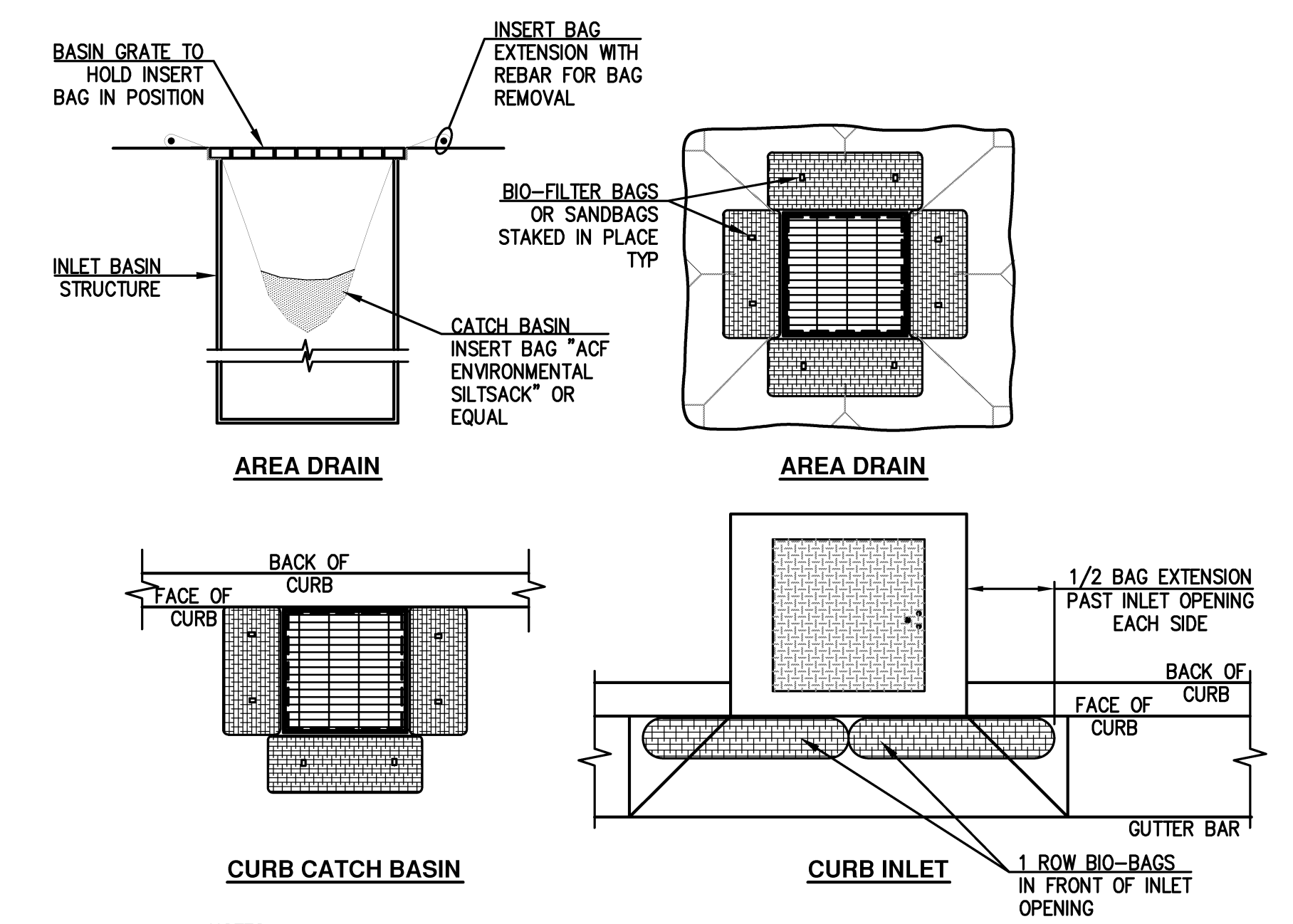
CONSTRUCTION NOTES

- EXISTING TREE TO REMAIN, PROTECT EXISTING TREE DURING CONSTRUCTION WITH PROTECTIVE FENCING.
- EXISTING TREE TO BE REMOVED.

EROSION SEDIMENTATION CONTROL LEGEND	
	EXISTING CONTOUR ELEVATION - MAJOR
	EXISTING CONTOUR ELEVATION - MINOR
	APPROXIMATE LIMITS OF PHASE I CONSTRUCTION
	CONTINUOUS BIO BERM/SEDIMENT FENCING
	EXISTING DRAINAGE FLOW PATTERN
	EXISTING INLET TO BE PROTECTED
	CONSTRUCTION TRAFFIC ACCESS ROUTING
	EROSION SEDIMENTATION CONTROL
	STABILIZED CONSTRUCTION ENTRANCE

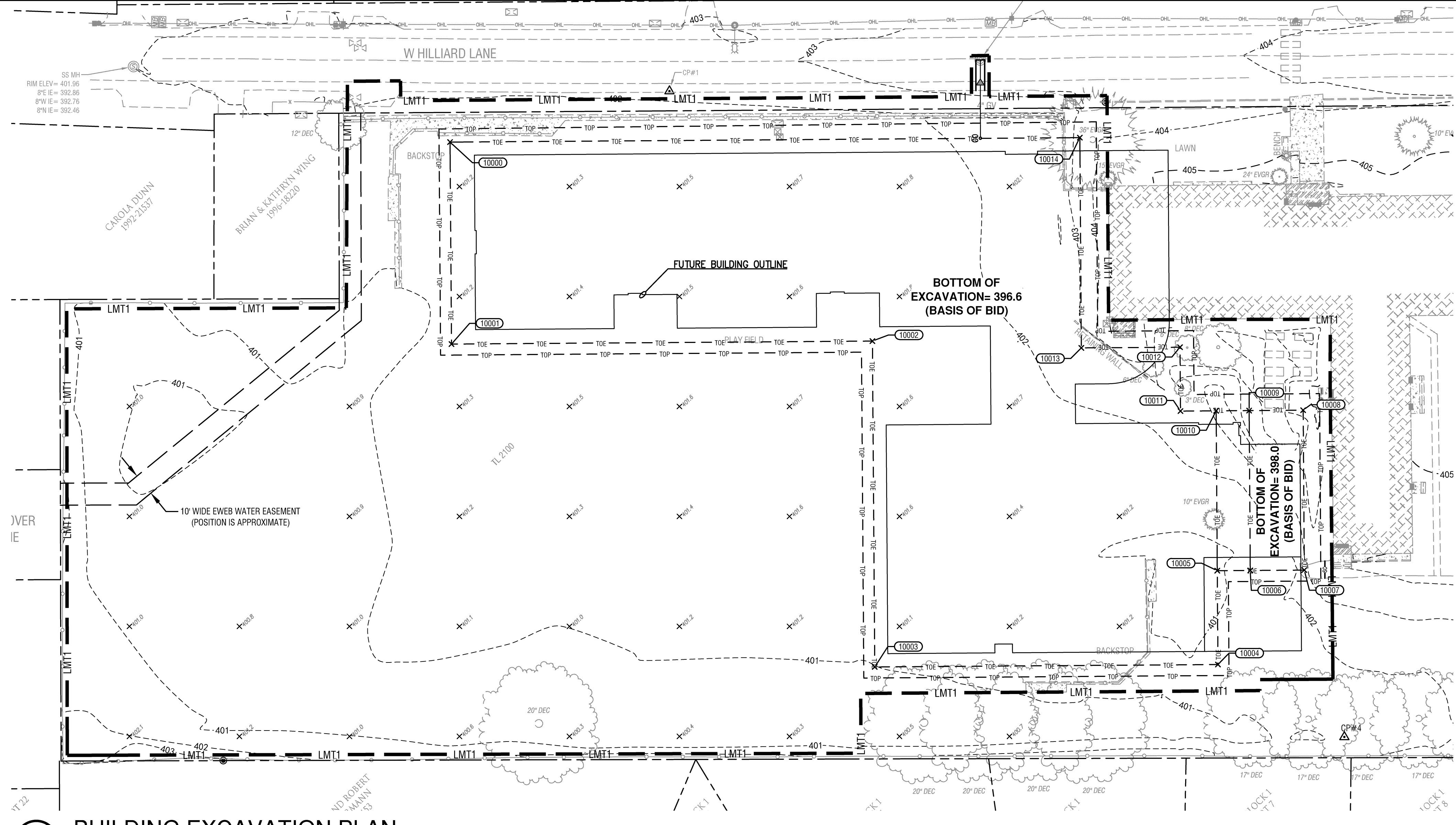


PROPERTY/SITE DESCRIPTION
TAX LOT 100 (LANE COUNTY TAX MAP 17-04-24-23) LOCATED IN THE SW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN LANE COUNTY, OREGON
TOTAL SITE AREA = 5.95 ACRES
TOTAL DISTURBED AREA = 1.56 ACRES

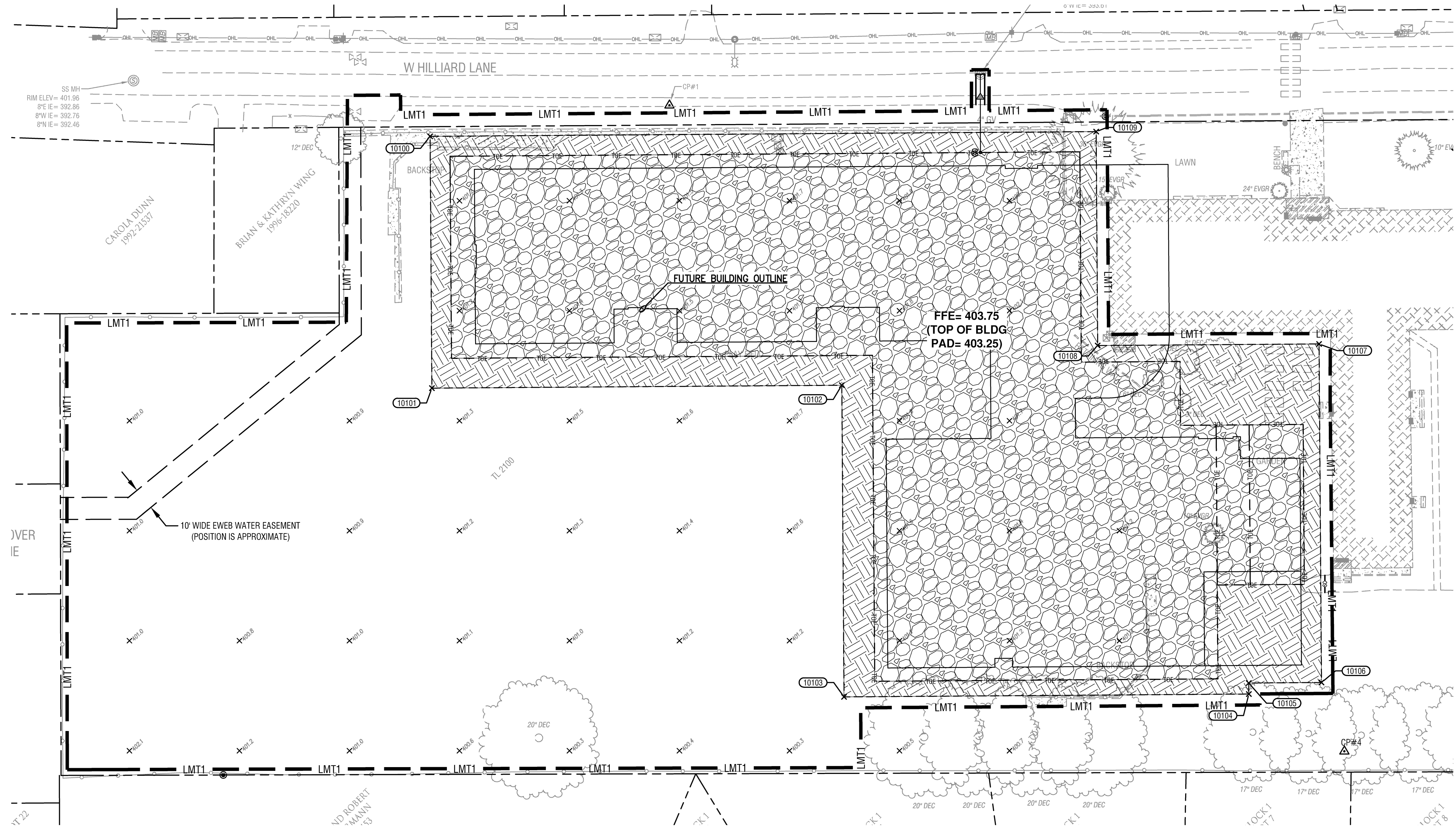


NOTES
1. PRIOR TO 1st PAVEMENT LIFT, REMOVE BIO-BAG/SANDBAG BARRIERS AND INSTALL BASIN INSERT BAG OR CURB INLET SEDIMENT DAM AT ALL INLET STRUCTURES.

1 DRAINAGE INLET STRUCTURE PROTECTION
NO SCALE



1 BUILDING EXCAVATION PLAN
Scale: 1" = 30'

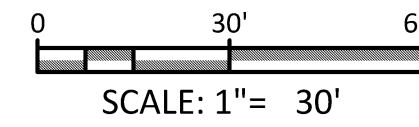


2 BUILDING PAD PLAN
Scale: 1" = 30'

HORIZONTAL LAYOUT TABLE

POINT	NORTHING	EASTING	DESCRIPTION
10000	119890.73	174825.59	BTM EXC
10001	119786.90	174826.24	BTM EXC
10002	119790.26	175017.57	BTM EXC
10003	119642.10	175018.62	BTM EXC
10004	119645.20	175174.61	BTM EXC
10005	119685.87	175174.31	BTM EXC
10006	119685.97	175189.31	BTM EXC
10007	119686.15	175213.87	BTM EXC
10008	119758.84	175213.35	BTM EXC
10009	119758.66	175188.80	BTM EXC
10010	119758.56	175173.80	BTM EXC
10011	119758.44	175157.60	BTM EXC
10012	119787.48	175157.39	BTM EXC
10013	119787.16	175152.52	BTM EXC
10014	119882.76	175111.84	BTM EXC

PLAN SCALE



SHEET NOTES

- REFER TO SHEET Q32L FOR LEGENDS AND GENERAL NOTES.
- WIDTHS AND DEPTHS OF EXCAVATION WERE DETERMINED WITH INFORMATION PROVIDED BY THE GEOTECHNICAL ENGINEER (FOUNDATION ENGINEERING, INC.). REFER TO THE ORIGINAL REPORT DATED APRIL 2, 2015.
- THE TOP OF OF BUILDING EXCAVATION SLOPE LOCATION SHOWN IS APPROXIMATE AND IS BASED ON THE GEOTECHNICAL ENGINEER'S RECOMMENDED 1:1 CUT SLOPES AND 5.0 FOOT SETBACK FROM EXISTING BUILDINGS AND FOUNDATIONS TO TOP OF CUT SLOPES. 5.0 FOOT SETBACK SHALL BE INCREASED TO 10 FEET IF THE EXCAVATION IS EXPOSED FOR MORE THAN ONE WEEK.
- THE BOTTOM OF EXCAVATION IS SPECIFIED AS ELEVATION 396.6 FOR BIDDING PURPOSES. THE CONTRACTOR SHALL EXCAVATE TO THE DEPTHS REQUIRED BY THE GEOTECHNICAL ENGINEER AND PER THE EARTH MOVING SPECIFICATION. EXCAVATION AND EARTHWORK BELOW ELEVATION 396.6 WILL BE PAID AS AN ADDITION TO THE CONTRACT.
- BUILDING PAD MATERIAL SHALL BE PLACED AS SHOWN BEYOND THE LIMITS OF THE BUILDING EXCAVATION TO PROVIDE A WORKING PAD.
- FOR THE BUILDING EXCAVATION, NATIVE SOILS MAY BE SIDE CAST AND MOISTURE CONDITIONED DIRECTLY ADJACENT TO THE EXCAVATION TRENCH PROVIDED THE MOISTURE CONDITIONING IS COMPLETE AND THE SOILS ARE PLACED BACK IN THE EXCAVATION WITHIN 2 DAYS. EROSION CONTROL STOCKPILE REQUIREMENTS APPLY TO NATIVE SOILS EXCAVATED AND MOISTURE CONDITIONED IN THIS MANNER.
- COORDINATE WITH GEOTECHNICAL ENGINEER ON EXCAVATION APPROACH AND SEQUENCING REQUIREMENTS FOR THE EXCAVATION ADJACENT TO THE EXISTING BUILDING BETWEEN POINTS 10007 AND 10008 SHOWN IN DETAIL 1, BUILDING EXCAVATION PLAN.
- CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO PLACEMENT OF BUILDING PAD GEOTEXTILE FABRIC OVER APPROVED MOISTURE CONDITIONED NATIVE MATERIAL SUBGRADE FOR OWNER PROVIDED SURVEY OF SUBGRADE.
- *GRANULAR SITE FILL PER BID ALLOWANCE No. 2* IS TO PROVIDE MAKEUP FOR THE DIFFERENCE BETWEEN INSITU AND COMPACTED DENSITIES OF THE NATIVE MATERIAL BENEATH THE BUILDING PAD.

PAVEMENT LEGEND

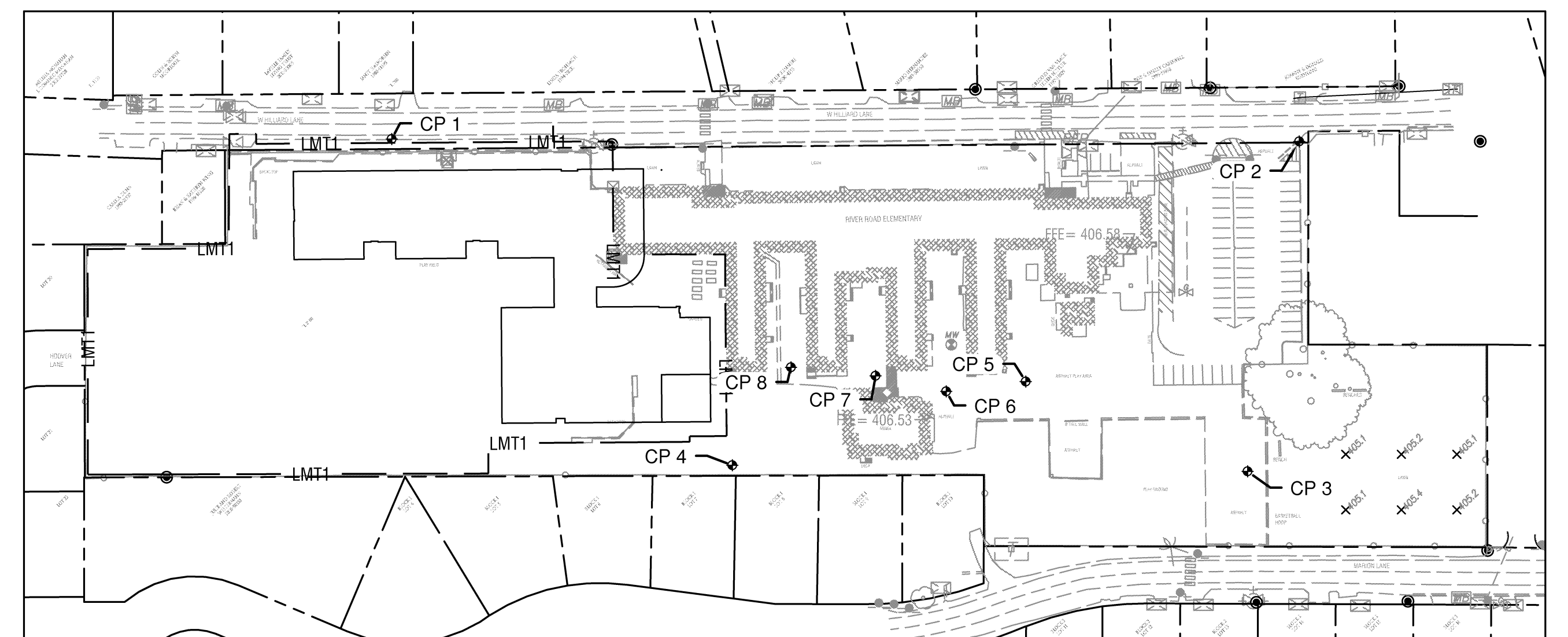
- BUILDING PAD AND WORKING PAD**
12" (MIN) SELECT FILL OVER,
12" (MIN) SELECT FILL OR GRANULAR SITE FILL OVER,
GRANULAR SITE FILL PER BID ALLOWANCE No. 2 OVER,
GEOTEXTILE FABRIC OVER,
APPROVED SUBGRADE.
- WORKING PAD**
12" (MIN) SELECT FILL OVER,
12" (MIN) SELECT FILL OR GRANULAR SITE FILL OVER,
GEOTEXTILE FABRIC OVER,
APPROVED SUBGRADE.
- PAVEMENT REMOVAL SAWCUT LINE**

HORIZONTAL LAYOUT TABLE

POINT	NORTHING	EASTING	DESCRIPTION
10100	119888.80	174816.53	TPAD
10101	119775.34	174817.34	TPAD
10102	119776.66	175003.67	TPAD
10103	119635.00	175004.67	TPAD
10104	119638.30	175188.66	TPAD
10105	119641.30	175188.63	TPAD
10106	119641.53	175221.69	TPAD
10107	119795.42	175220.60	TPAD
10108	119794.71	175119.97	TPAD
10109	119891.94	175119.28	TPAD

SURVEY CONTROL TABLE

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	119903.91	174925.29	402.44	SET NAIL W/ WASHER
2	119901.70	175742.64	404.90	SET NAIL W/ WASHER
3	119904.79	175698.21	405.13	SET NAIL W/ WASHER
4	119910.27	175232.09	401.13	SET NAIL W/ WASHER
5	119905.42	175496.26	405.00	SET NAIL W/ WASHER
6	119976.72	175424.75	404.49	SET NAIL W/ WASHER
7	119990.73	175361.10	405.31	SET NAIL W/ WASHER
8	119998.46	175284.80	404.58	SET NAIL W/ WASHER



3 CONTROL POINT MAP AND TABLE
SCALE: 1" = 100'