

Date: June 04, 2015
To: Plan Holders

Company: Eugene School District 4J
Project: **Multisite Decommission Oil Tanks 2015**
C.I.P. 420.780.020

Subject: Addendum #1

From: Roberts Consulting & Engineering
3220 Tilden Street, Suite A
Eugene, OR 97404

The following deletions and additions are
hereby made a part of Quotations and Contract Documents, effective this date.

CLARIFICATION/INFORMATION

Items:

1. Local sources used in 2014 tank removal project:
Liquid Disposal: Safety-Kleen, 550 Shelley St Ste A, Springfield, OR 97477
(541) 747-5804.
Contaminated Soil Disposal: Coffin Butte c/o Valley Landfills
¾" Crushed rock: Delta Sand
CDF – Knife River
2. Per Specification Section 33 01 55, contractor to be certified by DEQ for removal of heating oil tanks (HOT).
3. If impacts to utilities are unavoidable, and repair or replacement is required, will that be considered outside of the scope of work and covered in a change order? **As indicated on drawing notes, contractor to pot hole and verify existing utility locations. Protection and/or replacement of existing utilities within excavation area is required, so should also be included in your base bid. If an unknown utility is encountered, that would be covered via change order.**
4. Where the plans indicate the coordination with utility companies is required to remove and replace utilities, will any costs incurred be billed to the district or to the contractor? **Any utility company fees will be billed to the School District.**
5. When fencing removal is required, can the existing fence be replaced, except where indicated that new fencing is requested? **Each site "Tank Removal Plan" indicates if new fencing is required or existing is to be reused. Churchill to have new fencing installed, Kelly and Meadowlark to have existing fencing reinstalled with new posts.**
6. For Kelly School: Since the tank is being decommissioned in place, can we excavate a limited area on each end to access the tank for cleaning and backfill, rather than expose the entire top of the tank? **No, top of tank is to be removed.**

7. For Adams School: Is 4J willing to consider an in-place decommission due to the proximity to the building? **No, assume removal as indicated in the contract documents, including any required shoring.**

PROJECT MANUAL

Items:

1. Referenced Document 01 21 00 ALLOWANCES

Add document to project manual (attached).

2. Referenced Document 00 01 10 TABLE OF CONTENTS

Replace "General Conditions, AIA Document A201 - 39 pages" with "General Conditions, AIA Document A101 – 8 pages".

Add "Section 01 21 00 Allowances, 3 pages".

3. Referenced Document 00 41 13 BID FORM

Replace with revised document (attached).

4. Referenced Document 00 73 00 SUPPLEMENTARY CONDITIONS

Add 1.1, A, 3:

"3. Add the following to the end of sub paragraph 1.1.1:

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

5. Referenced Document 00 72 13 GENERAL CONDITIONS

Replace "AIA Document A201" with "AIA Document A101".

Replace AIA Document A201 with AIA Document A101 (attached).

6. Referenced Document 01 11 00 SUMMARY OF WORK

1.4, A: Add to the paragraph: "No work shall occur at Kelly Middle School July 6-10. Tank removal shall be completed prior to July 6 or begin after July 10."

7. Referenced Document 01 22 00 UNIT PRICES

Replace with revised document (attached).

8. Referenced Document 31 00 00 EARTHWORK

Add section 2.01 F:

"F. Imported Fill material: Imported material; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material to be approved for use as fill."

9. Referenced Document 33 01 55 DECOMMISSION FUEL STORAGE TANKS

Replace with revised document (attached).

DRAWINGS

Items:

1. Drawing Sheet 1.1, General Notes:

Delete Site Plan Notes 8. No repainting of pavement marking will be required.

2. Drawing Sheet 4.1, Churchill HS:

Replace construction note 6 third sentence with: "Install new gas meter cage pre specifications and to match existing cage width and height. Cage length to be extended to connect to north fencing."

Replace construction note 6 last sentence with: "Prior to gas meter replacement, construct concrete pavement, per detail 3/C1.2, as infill to replace existing lawn area. Concrete surface to be flush with west and south concrete walks and with 1.5% minimum slope to the west for storm water runoff."

ATTACHMENTS:

June 2nd Pre-bid sign in sheet

Revised Specification section 00 41 13, Bid Form

Specification Section 01 21 00, Allowances

Revised Specification section 01 22 00, Unit Prices

Revised Specification section 33 01 55, Decommission Fuel Storage Tanks

AIA Document A101

Email:

Owner

Central Print to distribute to Oregon Plan Centers & Exchanges (10)

| | Name | Company | Email | Phone/Fax |
|---|----------------------|--------------------------------------|--|-------------------------------------|
| 1 | Kasey Rogers | AEE AEC | dauidw@aecllc.net <hr/> MERRITT@ ADVANCED MECHANICAL INC. COM | 360-703-6510 Fax 360-577-9194 |
| 2 | MERRITT Schilling | ADVANCED MECH | MERRITT@ ADVANCED MECHANICAL INC. COM | 541-466 541 3739 |
| 3 | Todd Irvin | Soil Solutions Environmental SOL. | TESS@SoilSolutionsEnvironmental.com | 503-234-2118 |
| 4 | Mike Taylor | CCS/PNE | Mike.T@PNE Corp. COM | 360-270-0862 |
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| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

MULTISITE DECOMMISSION OIL TANKS 2015

**BID FORM
DOCUMENT 00 41 13**

BID FOR: Multisite Decommission Oil Tanks 2015
CIP Number **420.780.020**

Submitted to: Facilities Management
Eugene School District 4J
715 West Fourth Avenue
Eugene, Oregon 97402

Bid Deadline: 2:00 PM
June 9, 2015

Submitted by:

_____ (Company Name)

BASE BID

The Base Bid includes all labor, equipment, travel, and material costs detailed in the Project Drawings and Specifications including, the project tasks as listed below for each of the seven tank locations:

- Removal and off-site recycling of the fuel tanks. Or if specified on plans, requirements to decommission tank in place.
- Removal of concrete anchorage over top of tanks, as noted on site drawings.
- Back fill of top two feet and surface repairs, as required for each site and within disturbance area shown on the drawings.
- Completion and submittal of all Department of Environmental Quality (DEQ) initial reporting requirements and filing fees.
- Submittal for City tank removal permits and coordination for all required inspections. Owner will submit for any other site permits required, but the contractor will be responsible to coordinate for all inspections.

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

UNIT PRICES

Bidders shall give unit prices and extended prices for each of the items listed below. The extended Unit Prices are to be included in the Total Base Bid as Allowances. Refer to Section 01 22 00, Unit Prices and to Section 01 21 00, Allowances

| Item | Estimated Quantity | Unit Price | Extended Price/Allowance |
|--|--------------------|-----------------|--------------------------|
| 1. Fluid and Sediment Recycling/Disposal | 2,450 Gal X | \$ _____/Gal = | \$ _____ |
| 2. Petroleum Contaminated Soil Removal (PCS), Off- Site Transport and Disposal | 700 Tons X | \$ _____/Ton = | \$ _____ |
| 3. Soil Removal (not contaminated), Off- Site Transport and Disposal | 770 Tons X | \$ _____/Ton = | \$ _____ |
| 4. Controlled Low Strength Material | 805 CY X | \$ _____/CY = | \$ _____ |
| 5. Laboratory Analysis, | | | |
| 5.1 NWTPH-Dx, Standard Rate | 50 Each X | \$ _____/Each = | \$ _____ |
| 5.2 NWTPH-Dx – Rush Rate | 21 Each X | \$ _____/Each = | \$ _____ |
| 5.3 EPA 8260B (BTEX), Standard Rate | 4 Each X | \$ _____/Each = | \$ _____ |

MULTISITE DECOMMISSION OIL TANKS 2015

BID FORM
DOCUMENT 00 41 13

Table with 5 columns: Item Description, Quantity, Unit, Selection (X), and Price. Rows include EPA 8260B (BTEX), EPA 8270-SIM (PAH), Additional Crushed Rock, Additional Engineers, and Additional Concrete Anchor Removal.

Total of Allowances: _____ \$ _____
(Words) (Figures)

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

The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with the Contract Documents for the lump sum price indicated with completion occurring on or prior to the dates indicated:

Total Base Bid: _____ \$ _____
(Including Allowances) (Words) (Figures)

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

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.

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.

MULTISITE DECOMMISSION OIL TANKS 2015

BID FORM
DOCUMENT 00 41 13

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: _____

MULTISITE DECOMMISSION OIL TANKS 2015

**BID FORM
DOCUMENT 00 41 13**

(Secretary of Corporation)

SEAL (If Corporate)

_____ Corporation
_____ Partnership
_____ Individual

Enclosed: Bid Security

MULTISITE DECOMMISSION OIL TANKS 2015

**BID FORM
DOCUMENT 00 41 13**

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)

MULTISITE DECOMMISSION OIL TANKS 2015

BID FORM
DOCUMENT 00 41 13

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 _____, 20

(Notary Public for Oregon)

My Commission Expires: _____

END OF BID FORM

MULTISITE DECOMMISSION OIL TANKS 2015

ALLOWANCES DOCUMENT 01 21 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 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.
 - 2. Allowances are to provide a method of payment for work that will be required to complete the work of the tank removal at all seven sites.
 - 3. The Allowances are the extensions of the contractor unit price multiplied by the estimated quantities on the Bid Form.
 - 4. Allowances are to be included in the Total Base Bid.
 - 5. At project closeout, Contractor shall credit unused amounts remaining in the allowances to the Owner by Change Order. The amount to be credited is determined by multiplying the unused quantities remaining in the allowance by the unit price supplied on the Bid Form.
- B. Types of allowances include the following:
 - 1. Unit-cost Allowances.
 - 2. Testing and inspecting allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section 01 25 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 1 Section 01 22 00 "Unit Prices" for procedures for using unit prices.
 - 3. Division 1 Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 4. Divisions 2 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

MULTISITE DECOMMISSION OIL TANKS 2015

ALLOWANCES DOCUMENT 01 21 00

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 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.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work.

1.6 UNIT-COST ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.

B. Allowance to include all cost of labor, equipment, materials, overhead and profit to perform the work of the allowance.

1.7 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not 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. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

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.

MULTISITE DECOMMISSION OIL TANKS 2015

ALLOWANCES DOCUMENT 01 21 00

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 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.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No.1: Include Fluid and Sediment Recycling/Disposal as specified in Division 33 Section "Decommission Fuel Storage Tanks".
- B. Allowance No.2: Include Petroleum Contaminated Soil (PCS) Removal as specified in Division 33 Section "Decommission Fuel Storage Tanks".
- C. Allowance No.3: Include Soil Removal (not contaminated) as specified in Division 33 Section "Decommission Fuel Storage Tanks" and as shown on Drawings.
- D. Allowance No.4: Include Controlled Low Strength Material as specified in Division 33 Section "Decommission Fuel Storage Tanks".
- E. Allowance No.5.0: Include Laboratory Analysis, as specified in Division 33 Section "Decommission Fuel Storage Tanks".
- F. Allowance No.6: Include Additional Crushed Rock as specified in Division 31 Section "Earthwork".
- G. Allowance No.7: Include Additional Engineers Reporting Time for Site Cleanup as specified in Division 33 Section "Decommission Fuel Storage Tanks".
- H. Allowance No.8: Include Additional Concrete Anchor removal as specified in Division 33 Section "Decommission Fuel Storage Tanks".

END OF SECTION 01 21 00

MULTISITE DECOMMISSION OIL TANKS 2015

UNIT PRICES SECTION 01 22 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 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 40 00 "Quality Requirements" for general testing and inspecting requirements.
 - 3. Division 31 Section "Earthwork" for procedures for measurement and payment for Subgrade overexcavation and backfill. Division 32 Section "Asphaltic Concrete Paving" for procedures for measurement and payment for Pavement Repair and Asphalt Replacement.

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.

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.
- E. The Extended Prices for the Unit Price items (estimated quantity x unit price) are the basis for the value of the Allowances, which to be included in the base bid.

MULTISITE DECOMMISSION OIL TANKS 2015

UNIT PRICES SECTION 01 22 00

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1 – Fluid and Sediment Recycling/Disposal :
1. Description: Owner will have tanks drained prior to work commencing. Unit price is for any fluid or sediment remaining and that requires removal. Contractors must provide a unit rate for all labor, equipment, travel, and material costs associated with fluid and sediment recycling/disposal. The Contractor shall bill the Owner for only the actual gallons transported off-site for recycling/disposal.
 2. Unit of Measurement: Gallon
- B. Unit Price No. 2 – Petroleum Contaminated Soil (PCS) Removal, Off- Site Transport and Disposal:
1. Description: If soil testing shows contamination and additional soil removal is required per DEQ regulations. Contractors must provide a unit rate for all labor, equipment, travel, and material costs associated with off-site PCS disposal. The Contractor shall bill the Owner for only the actual weight (i.e., tons) transported off-site for disposal.
 2. Unit of Measurement: Ton
- C. Unit Prices No. 3– Soil Removal (not contaminated), Off- Site Transport and Disposal:
1. Description: Contractors must provide a unit rate for all labor, equipment, travel, and material costs associated with off-site disposal. The Contractor shall bill the Owner for only the actual weight (i.e., tons) transported off-site for disposal.
 2. Unit of Measurement: Ton
- D. Unit Prices No. 4 and 6 – Backfill Material (Controlled Low Strength Material, Crushed Rock):
1. Description: Contractors must provide a unit (per cubic yard or per ton) rate for all labor, equipment, travel, and material costs associated with backfill material. The base bid includes the top two feet of backfill and all surface repair, and is not an allowance. The Contractor shall bill the Owner for only the actual volume of backfill material, in excess of the two feet of surface restoration.
 2. Unit of Measurement: Cubic Yard or Ton
- E. Unit Prices No. 5.1 – 5.7 – Laboratory Analysis (NWTPH-Dx, EPA 8260B, EPA 8270-SIM) :
1. Description: Soil testing is required by DEQ. Contractors must provide a unit (each) rate for all labor, equipment, travel, and material costs associated with each laboratory analysis. The Contractor shall bill the Owner for only the actual number of samples collected and analyzed.
 2. Unit of Measurement: Each

MULTISITE DECOMMISSION OIL TANKS 2015

**UNIT PRICES
SECTION 01 22 00**

- F. Unit Prices No.7 – Additional Engineers Reporting for Site Cleanup:
1. Description: Additional reporting required for closure of any contaminated sites (ie. Risk Based or Soil Matrix Remedy). The Base Bid includes initial certified reports for each site and all supporting documentation required by DEQ. Contractors must provide a unit (per hour) rate for all labor costs associated with closing out contaminated sites. The Contractor shall bill the Owner for only the actual hours of time for the site cleanup reporting.
 2. Unit of Measurement: Hour
- G. Unit Price No. 8 –Concrete Anchor Removal, Off- Site Transport and Disposal:
1. Description: Type of concrete anchorage for 4 sites is unknown (Adams E.S., Bailey Hill I.S., Kelly M.S., Edison E.S.). If these sites have concrete over the top of the tanks for anchorage, contractor to remove and dispose of concrete off-site. Contractors must provide a unit rate for all labor, equipment, travel, and material costs associated with off-site disposal. The Contractor shall bill the Owner for only the actual weight (i.e., tons) transported off-site for disposal from these sites. The Base Bid includes removal of the known concrete anchor at Twin Oaks E.S., and is not an allowance.
 2. Unit of Measurement: Ton

END OF SECTION 01 22 00

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

PART 1 - GENERAL

1.01 DESCRIPTION

Work includes, but is not limited to the following:

- A. Decommissioning of fuel oil storage tanks, piping, fittings and accessories.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.
- B. RELATED SECTIONS include the following:
 - 1. Section 31 00 00, Earthwork, for trench excavation and backfill requirements.

1.03 SUBMITTALS

- A. Submit the following in accordance with the requirements of Division 01 Section SUBMITTALS.
- B. Field Quality Control Submittals:
 - 1. Field Test Reports
 - 2. Special Inspections for Code Compliance.
- C. Contract Closeout: Comply with Division 01 Section CONTRACT CLOSEOUT.
 - 1. Provide record documents.

1.04 QUALITY ASSURANCE

- A. Contractor Qualifications: Firm experienced and certified by DEQ for removal of heating oil tanks (HOT).
- B. Product/Material: Compaction testing shall be in accordance with Division 01 Section QUALITY CONTROL.

1.05 LICENSING AND OTHER REQUIREMENTS

Upon acceptance of the bid and award of the contract, the Contractor within three (3) business days shall:

- A. Provide documentation of all required licenses including an Oregon General Contractors License and applicable DEQ licenses (e.g., UST Service Provider license, Heating Oil Tank Service Provider license, Heating Oil Tank Supervisor license, and UST Decommissioning license);
- B. Provide documentation that all on-site personnel have completed 40 hour Hazardous Material Training and annual eight (8) hour Refresher Training as specified by Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120; and

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

- C. Develop and make available to all on-site personnel a site-specific Health and Safety Plan. Contractor shall conduct an orientation safety meeting prior to project initiation and daily tailgate meetings prior to the start of work each day. A copy of the site-specific Health and Safety Plan shall be provided to the District upon request.

1.06 PRODUCT DELIVERY, HANDLING, AND STORAGE

- A. Protect from damage by the elements and construction procedures.

1.07 ADVANCE NOTICE

- A. Notify owner's representative at least 48 hours prior to starting work in this section.
- B. Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Owner no fewer than [two] 2 days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Owner's written permission.

1.08 COORDINATION

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

PART 2 - PROJECT ASSUMPTIONS

The following assumptions should be considered in preparation of bid submittal.

2.01 REGULATORY REQUIREMENTS

Heating oil USTs are regulated by the DEQ. The Contractor shall insure the project is completed in accordance with all applicable rules pertaining to the investigation and decommissioning of heating oil USTs given in Oregon Administrative Rules (OAR) 340-122-0205 through 340-122-0360 and OAR 340-177-0001 through 0095. Pursuant to OAR 340-163-0020(6)(a-e), the Contractor shall insure a DEQ licensed heating oil tank services supervisor is present during completion of all project tasks including tank decommissioning, soil or groundwater sampling, and removal of contaminated soil from the UST excavation.

2.02 EXISTING TANK CONDITION

- A. The actual size of the UST's, if known, are indicated on each site drawing.
- B. There are concrete anchors utilized for anchoring the UST in presumed shallow groundwater conditions. The concrete anchors if known, are indicated on each site drawing. Any portion of the concrete anchors that are below the UST may remain in the excavation following removal of the UST if it is determined subsequent vertical delineation of soil impact will not be required. This determination will be made in consultation with the Engineer or Owners representative.
- C. It is unknown if there are concrete slabs beneath the surface and above the UST. If there is a concrete slab beneath the surface and above the UST, the concrete slab must be transported

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

off-site for disposal or recycling and cannot be used as backfill material.

- D. Contractors should also note that the USTs have been internally lined with a non-corrosive material (e.g., epoxy, polyurea) which may require additional preparation of the tank prior to recycling. All labor, equipment, travel, and material costs associated with removal and recycling the tank shall be included in the Base Bid.

2.03 RESIDUAL TANK FLUIDS AND SLUDGES AND RINSE WATER

- A. The District will remove accessible heating oil present in the UST prior to commencement of the project. The Contractor shall be responsible for removing and transporting off-site any residual heating oil and/or sediments (sludges) present in the UST for authorized recycling or disposal. Fluid and sediment disposal receipts must be included with other project documentation described in **Section 3.7.A** below. Contractors shall rinse the UST in preparation for off-site recycling/disposal. All labor, equipment, travel, and material costs associated with recycling residual tank fluids and sludges and rinse water in the quantities here specified (i.e., combined total of 350 gallons per tank) shall be included as an Allowance in the Base Bid given in the BID FORM 00 41 13. Contractors shall provide a Unit Rate for off-site transport and recycling/disposal of residual tank fluids and sludges and rinse water. The Contractor shall bill the Owner for only the actual gallons transported off-site for recycling/disposal. Payment for additional or reduced quantities will be based upon Unit Prices given in the BID FORM – DOCUMENT 00 41 13.

2.04 PETROLEUM CONTAMINATED SOIL (PCS)

- A. There has been no confirmed release of heating oil associated with the historical operation of the USTs. However, based on statistics from previous tank decommissioning and recognizing there may have been incidental spills or overfills associated with product deliveries, Contractors should assume encountering up to 100 tons of petroleum contaminated soil (PCS) per site. It should be further assumed that the contaminant concentration will allow disposal of the PCS as a solid waste. The Contractor shall be responsible for removing PCS in conjunction with UST decommissioning activities and for transporting the PCS off-site to an authorized disposal facility. PCS disposal receipts must be included with other project documentation described in **Section 3.7.A** below. All labor, equipment, travel, and material costs associated with PCS disposal in the quantities here specified (i.e., 100 tons per site) shall be included in the Base Bid as an Allowance given in the BID FORM – DOCUMENT 00 41 13. Contractors shall provide a Unit Rate for off-site transport and disposal of PCS. The Contractor shall bill the Owner for only the actual weight (i.e., tons) transported off-site for disposal. Payment for additional or reduced quantities will be based upon Unit Prices given in the BID FORM – DOCUMENT 00 41 13.

Since the source of the PCS, if present, will be from a heating oil spill or release and assuming the PCS will be disposed of at Lane County Short Mountain Landfill or Coffin Butte Landfill, it should be assumed that laboratory analysis to determine contaminant concentration will not be required for disposal purposes.

2.05 GROUNDWATER PRESENCE

Contractors should assume groundwater will be encountered during UST decommissioning activities but that pumping or removal of groundwater will not be required to complete UST decommissioning or confirmation soil and groundwater sampling activities. Assessment of

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

groundwater conditions beyond the confines of the UST excavation, if required, will not be performed in conjunction with UST decommissioning.

2.06 SOIL AND GROUNDWATER SAMPLING AND LABORATORY ANALYSIS

Contractors should assume a total of two (2) soil samples and one (1) groundwater sample will be collected for laboratory analysis as specified in **Section 3.5.A** below. All labor, equipment, travel, and material costs associated with soil and groundwater sampling and laboratory analysis in the quantities here specified (i.e., two [2] soil and one [1] groundwater) shall be included as an Allowance in the Base Bid given in the BID FORM – DOCUMENT 00 41 13. Contractors shall provide Unit Prices for laboratory analysis. The Contractor shall bill the Owner for only the actual number of samples collected and analyzed. Payment for additional or reduced quantities will be based upon Unit Prices given in the BID FORM – DOCUMENT 00 41 13.

2.7 BACKFILL MATERIAL

Contractors shall backfill the UST excavation with controlled low strength material (CLSM) (i.e., control density fill (CDF)) and crushed rock material as specified in **Section 3.6.A** below. The volume of backfill material shall be the equivalent of the volume of UST, PCS removed, and overburden material removed to access the UST. All labor, equipment, travel, and material costs associated with backfill material shall be included in the Base Bid as an Allowance given in the BID FORM – DOCUMENT 00 41 13. Contractors shall provide a unit rate for backfill material. The Contractor shall bill the Owner for only the actual volume of backfill. Payment for additional or reduced quantities will be based upon Unit Prices given in the BID FORM – DOCUMENT 00 41 13.

2.8 SITE RESTORATION

CLSM is to be brought to within two (2) feet of finished grade. Site restoration includes surface restoration (i.e., asphalt, concrete, landscaping) of the top 2 feet below finished grade as specified on each site plan, and is not an Allowance. And as specified in **Section 3.6** below.

2.9 REGULATORY REPORTING

Contractors should assume that a release will be present associated with the historical operation of the UST. Contractors should assume all regulatory reporting specified in **Section 3.7** below shall be required and that all report forms and checklists will be submitted with a \$200.00 filing fee to the DEQ by the Contractor on behalf of the District. All labor costs and fees associated with this regulatory reporting shall be included in the Base Bid given in the BID FORM – DOCUMENT 00 41 13, and is not an Allowance.

Contractors shall provide Unit Prices for additional reporting. Payment for additional analysis and reporting for sites requiring cleanup of a release will be based upon agreed to hours and the Unit Prices (Hourly Rate) given as an allowance in the BID FORM – DOCUMENT 00 41 13.

PART 3 - EXECUTION

The Contractor will be responsible for performing the following project tasks.

3.1 BUILDING PERMIT SUBMITTAL

The Contractor shall submit all required information necessary to obtain a City of Eugene or Lane County permit for decommissioning the UST. Fees for obtaining permits to be paid by the Owner. City of Eugene and Lane County permits shall be included in the Base Bid given in the BID FORM – DOCUMENT 00 41 13.

MULTISITE DECOMMISSION OIL TANKS 2015

DECOMMISSION FUEL STORAGE TANKS

SECTION 33 01 55

3.2 UTILITY LOCATE

The Contractor shall submit a request to the Utilities Notification Service for completion of a utility locate to identify of all public utilities in the area of the UST. No work shall commence until all existing utilities have been field located and marked. Repair of damages to utilities resulting from the Contractor's activities shall be paid for solely by the Contractor.

3.3 TANK REMOVAL AND DECOMMISSIONING

A. Removal and Disposal of Surface Materials

Surface material (i.e., asphalt, concrete, and backfill material above the UST) shall be removed as necessary to expose the top surface of the UST. Asphalt and concrete debris shall be transported off-site to an authorized disposal facility UST and PCS removal provided subsequent vertical delineation of soil impact will not be required as specified in **Section 2.2** above. Clean backfill material removed to access the UST may be temporarily stockpiled on-site and used to backfill the excavation at the discretion of the Contractor.

B. Removal and Off-Site Recycling/Disposal of Fluids and Sediments

Residual heating oil and sediments (sludges) and impacted water resulting from rinsing the UST shall be removed and transported off-site for authorized recycling and/or disposal. Care shall be exercised to prevent spilling of fluids and sediments onto the ground surface or into the UST excavation. Spills of any quantity shall be immediately reported to the District or District's authorized representative.

C. Measurement of UST Atmosphere and Inert as Required

The Contractor shall measure the UST atmosphere to determine if the tank is safe for removal. Determination will be made on the basis of field measurements of the lower explosive limit (LEL) and oxygen content. As necessary, measures shall be implemented to inert the tank (i.e., reduce LEL and/or oxygen content of the tank atmosphere to safe levels). All labor, equipment, and material costs associated with measuring UST atmosphere and/or inerting the UST shall be included in the Base Bid given in the BID FORM – DOCUMENT 00 41 13.

D. Obtain Fire Marshall Authorization to Proceed with UST Removal

The Contractor shall coordinate with the jurisdictional Fire Marshal to confirm product removal and safe UST atmosphere verification and to obtain authorization to proceed with UST removal.

E. Removal of UST and Transport Off-Site for Authorized Recycling

After approval from the jurisdictional Fire Marshal, the Contractor shall complete excavation activities necessary to facilitate removal of the UST and all ancillary equipment (e.g., fill pipe, vent pipe, accessible product and return lines) from the subsurface. The tank and ancillary equipment shall be transported off-site for recycling/disposal in a manner approved by the DEQ.

Contractors should note that the UST has been internally lined with a non-corrosive material (e.g., epoxy, polyurea) which may require additional preparation of the tank prior to recycling. All labor, equipment, travel, and material costs associated with preparation of the

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

tank for recycling shall be included in the Base Bid given in the BID FORM – DOCUMENT 00 41 13.

3.4 PETROLEUM CONTAMINATED SOIL (PCS) REMOVAL

Based upon visual and olfactory indications of soil impact resulting from a spill, overfill, or release, the Contractor shall remove accessible PCS from the UST excavation and transport off-site to an authorized disposal facility. It is assumed that PCS removal will be limited to 100 tons per site, as specified in **Section 2.4** above. The Contractor shall immediately load 10 tons PCS onto a truck(s) for off-site disposal. Should more than 10 tons of PCS be encountered, the District or the District's representative will determine if further removal of PCS will be undertaken or delayed pending further delineation of the lateral and vertical extent of impact. Should the District or the District's representative authorize additional PCS removal, the Contractor may temporarily stockpile PCS on-site provided the PCS is properly managed (i.e., placed upon and covered with impermeable plastic sheeting and the area secured with fencing).

3.5 SOIL AND GROUNDWATER ASSESSMENT

The Contractor shall collect samples and provide laboratory analysis as specified below.

A. Sample Collection

Assuming the presence of groundwater in the UST excavation, two (2) soil samples shall be collected from native soils at the soil/water interface at both ends of the UST excavation. Should groundwater not be encountered in the UST excavation, the two (2) soil samples shall be collected at both ends of the UST excavation at least six (6) inches into native soils but no more than one (1) foot below the bottom of the excavation.

One (1) groundwater sample shall be collected from water entering the UST excavation. This sample is not intended to assess groundwater conditions beyond the confines of the UST excavation and, therefore, will not require implementation of the sampling protocol given in OAR 340-122-0340(4).

Soil samples shall be collected using either a clean stainless steel trowel or from the bucket of a backhoe/trackerhoe and placed in clean laboratory-supplied sample glassware. Groundwater sample shall be collected in clean laboratory-supplied sample glassware with appropriate acidic preservative as required. The samples shall be given a unique identification, logged on to a formal chain-of-custody form, placed on synthetic ice in a cooler, and delivered to a laboratory certified by the Oregon Environmental Laboratory Accreditation Program (ORELAP).

B. Laboratory Analysis

The two (2) soil samples shall be analyzed for diesel-range total petroleum hydrocarbon (TPH) using Method NWTPH-Dx, benzene, toluene, ethylbenzene, and xylenes (BTEX) using Environmental Protection Agency (EPA) Method 8260B, and polynuclear aromatic hydrocarbons (PAH) using EPA Method 8270M-SIM. The groundwater sample shall be analyzed for diesel-range TPH using Method NWTPH-Dx, BTEX using EPA Method 8260B, and PAH using EPA Method 8270M-SIM.

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

3.6 BACKFILL AND COMPACTION

Backfilling of the UST excavation shall not be performed until soil and groundwater sample results are made available to the District or at such earlier time that the District or the District's representative authorizes backfilling the UST excavation prior to receipt of samples results to eliminate the hazard of UST excavation remaining open for an extended period.

Surface restoration (i.e., asphalt or concrete) will be required per site plans.

A. Required Material

Contractors shall backfill the UST excavation with controlled low strength material (CLSM) to within two (2) feet of the surface. CLSM to be in accordance with ODOT standard specification section 00442 and must meet the following American Society for Testing and Materials (ASTM) specifications:

- Portland Cement per ASTM C150, Type I or Type II
- Fly Ash per ASTM C618, Class F (fly ash shall not inhibit air entrainment)
- Air-Entraining Admixture per ASTM C260
- Aggregate per ASTM C33, graded aggregate, maximum size of 3/8 inch
- Potable water

Pavement Areas: Following placement of CLSM, the upper two (2) feet of the excavation shall be backfilled to within eight (8) inches of the surface with crushed rock material evenly graded from coarse to fine, free of organic material. Crushed Rock: Imported clean ¾"-0 or 1 ½ "-0 crushed rock or crushed gravel, free from foreign material and conforming to the requirement of ODOT Standard Specifications (current edition) 02630. Place in 12-inch maximum loose lifts and compact to a minimum density of 95 percent relative compaction, per a maximum dry density of ASTM D-698 at an optimum moisture content of ±2 percent.

Landscape Areas: Following placement of CLSM, the upper two (2) feet of the excavation shall be backfilled per site drawing and specification requirements.

B. Compaction Procedures and Testing

Density of backfill compaction shall be in accordance with ASTM D698 testing by Owner. Contractor to coordinate schedule.

Should backfill areas show any settlement at any time through the one (1) year guarantee period, the Contractor shall be responsible for bringing the area back to grade with compacted fill and repair any damage to areas caused by settlement.

3.7 REGULATORY REPORTING AND PROJECT DOCUMENTATION

The Contractor shall complete the following regulatory reporting and project documentation.

A. Contractor Certification

The Contractor shall prepare the DEQ Contractor Certification. In the event a release from the UST has not occurred, the Contractor shall prepare the DEQ required documents including the Certified Report Cover Sheet, the Decommissioning Checklist, the Heating Oil Tank Decommissioning Report Form, and the Project Cost Summary.

The Contractor shall additionally provide documentation of authorized recycling and/or

MULTISITE DECOMMISSION OIL TANKS 2015
DECOMMISSION FUEL STORAGE TANKS
SECTION 33 01 55

disposal of residual fluids and sediments, PCS disposal, UST recycling/disposal, and provide copies of all laboratory reports.

B. Initial Heating Oil Cleanup Report Form

If a release from the heating oil tank is confirmed, the Contractor shall report the release DEQ on behalf of the District. In addition, the Contractor shall complete and submit to the DEQ an Initial Heating Oil Cleanup Report Form in accordance with OAR 340-177-0055(5).

C. Submittal to DEQ with Filing Fee

The Contractor shall submit on behalf of the District all applicable documents referenced in **Section 3.7A** and **Section 3.7 B** above with the required filing fee of \$200.00 to the DEQ. The required filing fee shall be included in the Base Quote given in the BID FORM – DOCUMENT 00 41 13.

D. Additional Reporting for Site Closure

Is not included in the Base Bid. The Contractor shall provide, as agreed to by the District, as an additional service and based on the Payment for additional quantities will be based upon Unit Prices given, as an allowance in the BID FORM – DOCUMENT 00 41 13.

END OF SECTION 33 01 55

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

Work may commence at project site upon receipt of a Notice to Proceed from Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Paragraph deleted)

The Contractor shall achieve Substantial Completion of the entire Work not later than

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraph deleted)

The agreed amount of Liquidated Damages is One Thousand and 00/100 Dollars (\$1,000.00) per each calendar day.

Refer to Supplementary Conditions in the Project Manual, Section 00 73 00.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
|------|-------|

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Payment will be made within 15 days of receipt on an acceptable Application for Payment by School District 4J’s Financial Services Office.

§ 5.1.3

Not used.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

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- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

(Paragraphs deleted)

§ 6.2 DISPUTE RESOLUTION

Refer to Section 00 72 13 General Conditions AIA Document A201-2007, Articles 15.3 & 15.4; as modified by Section 00 73 00, Supplementary Conditions, in the Project Manual.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated :

| Document | Title | Pages |
|----------|---------------|-------|
| 00 73 00 | Supplementary | 16 |

Init.

| | | |
|----------|--|---|
| 00 73 43 | Conditions BOLI Prevailing Wage Rates, eff. Performance Bond and Materials and Labor Payment Bond | 1 |
|----------|--|---|

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3 and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document (Paragraphs deleted)
A201–2007, and as modified in Section 00 73 00, Supplementary Conditions, in the Project Manual.
(Row deleted)

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

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