

TABLE OF CONTENTS
Gilham / Sewer Cleaning and Inspection
PROJECT #410.193.003

INTRODUCTION PAGES	PAGES
Table of Contents	1
 QUOTATION DOCUMENTS	
00010 Request for Quotation	1
00020 Quotation Requirements	3
00300Q Quotation Response Forms	3
 SPECIFICATIONS	
01100 Summary of Work	1
01100A Notification Statement for Contractors Form	1
01100B Materials Statement Form	1
 CONTRACT DOCUMENTS	
Construction Contractor Agreement	7

REQUEST FOR QUOTATIONS— DOCUMENT 00010

Sealed Quotes will be received by Kathi Hernandez, Purchasing Services, for the Gilham / Sewer Cleaning and Inspection project until 2:00 pm, November 12, 2015, at the Eugene School District Facilities Management Office, 715 West Fourth, Eugene, Oregon 97402.

Briefly, the work is described as Sanitary and Storm sewer cleaning, inspection and pipe size verification at Gilham Elementary School, 3307 Honeywood Street, Eugene, Oregon.

Beginning November 3, 2015, Bidders may obtain bidding documents at the following hyperlink: <http://www.4j.lane.edu/bids/>.

Hard copies are not provided by the School District.

It shall be the responsibility of all Bidders to obtain Bidding Documents and any and all Addenda from the hyperlink.

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

Gilham / Sewer Cleaning and Inspection

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

For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.

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

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

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

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

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

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

Date: November 3, 2015

By: Kathi Hernandez

QUOTATION REQUIREMENTS—DOCUMENT 00020

PART 1 GENERAL

1.1. GENERAL INFORMATION

- A. The term “quoter” shall refer to the firm or individual submitting a quote or quotation.
- B. Quoters are encouraged to visit the site(s) to become familiar with existing conditions. The Owner is not responsible and shall not bear financial burden for oversights made by the Quoter for failure to inspect sites prior to submitting a quote.
- C. In all cases, persons wishing to examine the area of work must sign in at the school office prior to visiting the work area. Prior to leaving the school, sign-out at the office is required.
- D. If access is required at times when the school office is not staffed, contact the Facilities Office, 541-790-7400, for assistance.
- E. The Owner is excise tax exempt. "Goods used hereon are for the exclusive use of this School District." Excise exemption No. 93 740074 F.

1.2. QUOTE PROCEDURES

- A. Quotes are to be submitted in one copy on the forms provided.
- B. Quoters shall certify to non-collusion practices on the form included as part of the Quote Form, to be submitted with the Quote Form.
 - 1. A Non-Collusion Affidavit is required for any contract awarded pursuant to the quote. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all quotes upon a finding of the agency that it is in the public interest to do so (ORS 279C.395). This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
 - 2. The Non-Collusion Affidavit must be executed by the member, officer or employee of the quoter who makes the final decision on prices and the amount quoted in the quote.
 - 3. Quote rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of quotes are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the quoter with responsibilities for the preparation, approval or submission of the quote.
 - 4. In the case of a quote submitted by a joint venture, each party to the venture must be identified in the quote documents, and an Affidavit must be submitted separately on behalf of each party.
 - 5. The term "complementary quote" as used in the Affidavit has the meaning commonly associated with the term in the quoting process, and includes the knowing submission of quotes higher than the quote of another firm, any intentionally high or noncompetitive quote, and any other form of quote submitted for the purpose of giving a false appearance of competition.
 - 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the quote.
- C. Quoters shall certify to non-discrimination in employment practices on the form, included as part of the Quote Form, to be submitted with the Quote Form. By submitting its quote, the Quoter certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the Owner in compliance with such acts, regulation, and orders.
- D. Quoter shall indicate, on the Quote Form where provided, the quoter status as a "resident" or "non-resident" in accordance with ORS 279A.120 and ORS 279C.365.
- E. A Quote may not be withdrawn or canceled by the Quoter following the time and date designated for the receipt of quotes to the expiration of a 60 day period. The Quote for that sixty days is irrevocable and each Quoter so agrees in submitting a Quote.

1.3. PERFORMANCE BOND AND PAYMENT BOND

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

1.4. ADMINISTRATIVE RULES

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

1.5. PROTEST OF QUOTE

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

1.6. PROTEST OF AWARD

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

1.7. FINAL AWARD

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

1.8. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK

- A. The allowance for the combined overhead and profit included in the total net cost to the Owner shall be based as follows:

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 Subcontractor, 10 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
5. Itemize costs to include breakdown for materials and labor, overhead and profit.
6. A change to the work providing a net CREDIT to the Owner shall include a credit for overhead and profit based on the following schedule:
 - a. For the Contractor, 5 percent of the Cost to be credited.
 - b. For each Subcontractor, 5 percent of the Cost to be credited.

- c. For each Sub-subcontractor, 5 percent of the cost to be credited.
- d. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.

END OF QUOTE REQUIREMENTS

QUOTATION FORM—DOCUMENT 00300Q

Quotation for: Gilham / Sewer Cleaning and Inspection

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

Due Date: November 12, 2015
Time: 2:00 pm

From: _____
(Company Name)

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

BASE QUOTE: []

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

The undersigned agrees, if awarded the Contract, to substantially complete all Base Quote work on or before the dates specified in Section 01100.

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

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) working days after receiving contract forms, an Agreement and a satisfactory Performance Bond and a Labor and Material Payment Bond, if required elsewhere in the solicitation, each in an amount equal to 100 percent (100%) of the Contract Sum.

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

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

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

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

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

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

Names of Firm: _____ TIN#: _____

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

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

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

Official Capacity: _____ CCB # _____

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

SEAL (If Corporation) _____ Corporation
_____ Partnership
_____ Individual

NON-DISCRIMINATION REQUIREMENT

Contractor certifies that the Contractor has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

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

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

I state that:

- (1) The price(s) and amount of this Quote have been arrived at independently and without consultation, communication or agreement with any other contractor, Quoter or potential Quoter, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Quoter or potential Quoter, and they will not be disclosed before Quote opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Quoting on this contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote.
- (4) The Quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive Quote.

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

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

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

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

(Authorized Signature)

Sworn to and subscribed before me this
____ day of _____, 200

(Notary Public for Oregon)

My Commission Expires: _____

END OF QUOTE FORM

SUMMARY OF WORK – SECTION 01100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Site Plan Drawing, C2.0 and general provisions of the Contract apply this section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project consists of cleaning, CCTV inspection and pipe size verification of existing sanitary and storm sewer collector pipes.
 - 1. Project Location: Gilham Elementary School, 3307 Honeywood Street, Eugene, Oregon.
 - 2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.
- B. Scope of work includes 1996 West Storm Drain Collection Pipe, 1965 Storm Drain Collection Pipe, 1965 Sanitary Sewer Collection Pipe, East Roof Drains smoke or dye tested to verify roof drains are connected to East Storm Drain Collector Pipe, 1996 East Storm Drain Collector Pipe and 1996 East Sanitary Sewer Collector Pipe, shown on Site Utility Plan C2.0.
- C. The Contract Documents, dated November 3, 2015, were prepared for Project by Larry Massey, 4J Facilities Management, 715 West 4th, Eugene, Oregon 97402, 541-790-7428, massey_l@4j.lane.edu. The Utility Site Plan was prepared by Barbara Roberts, Roberts Engineering & Consulting, 2660 Bowmont, Eugene, Oregon, 541-689-9197, bjr@rceinc.net.
- D. Project Manager: Larry Massey has been appointed by Owner to serve as Project Coordinator.

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.
 - 1. Construction Contractor Agreement

1.4 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 December 3, 2015.

1.5 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 School 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.

Parking: Contractor may use existing parking areas designated by the school.

1.6 PIPE CLEANING

- A. Pipes should be cleaned of all debris and roots. If damaged pipes are encountered, contact Barbara Roberts, Roberts Consulting and Engineering 541-689-9197, for her to assess if cleaning should continue.

1.7 PIPE INSPECTIONS

- A. Inspect Storm Drain pipes when it is not raining. Inspect Sanitary Sewers pipes at time of low flow (when school is out).

1.8 REPAIRS

- A. No repairs at this time.

1.9 DOCUMENTATION

- A. Provide pipe size, pipe material, pipe depth (at access points and where else it can be obtained), lateral connection locations, and any pipe issues encountered (root intrusion, cracks). This can be submitted in sketch form on a print of the attached site plan. Provide one copy of the CCTV investigation video.

1.10 MISCELLANEOUS PROVISIONS

A. DRUG AND ALCOHOL POLICY

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

B. USE OF TOBACCO PRODUCTS

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

C. SAFETY REQUIREMENTS

1. Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. Take all reasonable precautions to prevent endangerment or injury. Advise and coordinate operations with the school office.
2. All contractors who perform work on District property, and their employees, are expected to know the District's expectations for safe work and to adhere to those expectations.
3. Contractors are to adhere to the regulations of Oregon OSHA for all projects within the School District.

D. GENERAL SAFE WORK PRACTICES

1. Students, public and school staff shall not be put at risk by the activities of contractors or their employees.
 2. Safe vehicle operation rules are to be followed at all times. These include positioning vehicles to minimize the necessity of backing and providing a "spotter", someone who will make sure that people do not run into the path of a vehicle when driving on a playground or field that is occupied by students.
 3. Tools shall never be left out when an unsecured work area is vacated.
 4. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
 5. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
 6. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
 7. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
 8. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.
- E. COMMUNICATIONS REGARDING UNSAFE PRACTICES
1. Upon perceiving a problem, the District will immediately communicate the concern to the Contractor or Contractor's representative on the work site.
 2. If agreement on correction of unsafe conditions cannot be reached, the concerns of the District shall prevail and safety concerns shall be addressed in accordance with the District requirements.
- F. ELECTRICAL PANELS - LOCKOUT/TAGOUT
1. Contractor shall implement a Lockout/Tag-out program for his employees who take equipment out of service or place equipment back into service. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437, Division 2, Subdivision J, General Environmental Controls Lockout/Tag-out (1919.147), or latest edition.
- G. 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.

H. 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 01100A, 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 01100B at the end of this Section

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE

PART 5 - ASBESTOS FORMS

Form 01100A

**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 01100B

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 01100

CONSTRUCTION CONTRACTOR AGREEMENT
LANE COUNTY SCHOOL DISTRICT 4J
715 West Fourth Avenue
Eugene, Oregon 97402

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

1. CONTRACTOR is identified as follows:

Firm Name: _____

Contractor's Representative: _____

Address: _____

City/State/ZIP: _____ Email: _____

Business Telephone: _____ FAX: _____

Social Security Number: _____ or Federal Employer ID:

Type of Entity: Sole Proprietorship Partnership Corporation

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

3. DISTRICT'S REPRESENTATIVE: _____

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

If yes, has CONTRACTOR been fingerprinted? Yes No

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

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

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

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

9. SIGNATURES: It is so agreed this _____ day of _____.

CONTRACTOR

Date

DISTRICT

Date

ATTACHMENT A
CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS
with PERFORMANCE BOND AND PAYMENT BOND AND PREVAILING WAGES

3/02/2015

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

1. DECLARATION OF INDEPENDENT CONTRACTOR: CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.

2. CONTRACTORS' REGISTRATION: The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTORS' Board.

3. RESPONSIBILITY TEST: CONTRACTOR certifies that the contractor: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the DISTRICT.

4. PERMITS, FEES AND NOTICES: The DISTRICT will pay the plan check fee, building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The CONTRACTOR shall pick up permits and call for inspections through final inspection, as required by the City Building Department.

5. USE OF SITE: Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.

6. SMOKING, DRUG AND ALCOHOL POLICIES: Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

7. POTENTIALLY HAZARDOUS PRODUCTS: The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

MSDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.

Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The contractor is to construct and maintain appropriate barriers.

8. ASBESTOS CONTAINING MATERIALS: Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

9. SAFETY REQUIREMENTS: Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

10. ELECTRICAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the Contractor's obligation to provide the 30 days notice if not done so by the Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week the employees may be required to work.

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

21. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this contract are subject employers and must comply with ORS 656.017.

22. PAYMENT OF CLAIMS BY PUBLIC OFFICERS: If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.

23. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, nor state, nor local income tax nor

payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

24. PREVAILING WAGE RATES: When the total price of the Project is \$50,000 or more, each worker in each trade or occupation employed in the performance of this Contract either by the contractor, subcontractor or other person doing or contracting to do contracting for the whole or any part of the Work on the Contract shall be paid not less than the applicable prevailing rate of wage.

- a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.
- b. The DISTRICT will pay the public works fee to Oregon Bureau of Labor and Industries.
- c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):

.1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

.2 If the Contractor does not file certified payroll as required (at least once per month) the DISTRICT will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.

.3 If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.

.4 Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

.5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.

.6 Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request.

- d. For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.
- e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

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

- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

- 26. PROJECT CLOSEOUT:** When the Work is determined to be complete:
- a. Return all keys to DISTRICT Representative.
 - b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
 - c. Submit any operation and maintenance information required by technical specifications.
 - d. Submit any as-built drawings or other as-built documentation required by technical specifications.
 - e. Submit AIA Document G707 Consent of Surety Company for final payment.
 - f. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
 - g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
 - h. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
 - i. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

27. NON-DISCRIMINATION: The CONTRACTOR, by signing this agreement certifies that the CONTRACTOR has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

28. FOREIGN CONTRACTORS: In the event this Contract is awarded to a contractor not domiciled in or registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

29. TERMINATION WITH CAUSE: With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- a. Material violation of this agreement.
- b. Any act exposing the other party to liability to others for personal injury or property damage.

30. REMEDIES: In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

31. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE: Any contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion, that such action is in the DISTRICT's best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. For suspended work, the CONTRACTOR will be entitled to five percent (5%) per year of the value of the work suspended, only if ultimately completed, and reasonable re-mobilization costs, if applicable. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the DISTRICT.

32. ASSIGNMENT: CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.

33. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the DISTRICT or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint

venture or agency between the parties.

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

END OF TERMS AND CONDITIONS