



## Project Manual

# Gilham Elementary School Asbestos Abatement Project 2016 Lane County School District 4J Eugene Public Schools

Eugene, Oregon

**Faxed or Electronically Submitted Quotes Will Not Be Accepted**

**February 10<sup>th</sup>, 2016  
Project No. 410.193.003**

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**Project No. 410.193.003**  
**Eugene School District 4J**  
**Gilham Elementary School**  
**Asbestos Abatement Project 2016**

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**Proposed Timetable**

<b>Pre-Quote Meeting:</b>	<b>February 15<sup>th</sup>, 2016</b>
<b>Quotes Due:</b>	<b>February 25<sup>th</sup>, 2016</b>
<b>Asbestos Removal:</b>	
<b>Start Date-</b>	<b>June 20<sup>th</sup>, 2016</b>
<b>Finish Date-</b>	<b>June 30<sup>th</sup>, 2016</b>

## REQUEST FOR QUOTATIONS

Sealed Quotes will be received by Kathi Hernandez, Purchasing Services, for Gilham Elementary School Asbestos Abatement Project 2016 until 2:00pm February 25<sup>th</sup>, 2016 at the Eugene School District Facilities Management Office-Upstairs, 715 West Fourth, Eugene, Oregon 97402.

Briefly, the work is described as removal and disposal of select asbestos-containing materials and mercury vapor light tubes in the renovation areas at Gilham Elementary School. This project is scheduled to be performed in one mobilization. The asbestos-containing building materials scheduled for removal include; vinyl floor tile and mastic, cement asbestos board, gypsum board/joint compound walls and ceilings, and other miscellaneous asbestos containing materials.

Beginning 2-10-16, Quotation Documents may be obtained at the following hyperlink:  
<http://www.4j.lane.edu/quotes/>.

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

### **Gilham Elementary School Asbestos Abatement Project 2016**

A **Mandatory** pre-quote conference and walk-through has been scheduled for Monday, February 15<sup>th</sup>, 2015 at 10:00am at 3307 Honeywood St., Eugene, Oregon.

No Quote for a construction contract will be received or considered unless the Contractor is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board at the time the bid is made as required by ORS 671.530. A license to work with asbestos-containing materials under ORS 468A.720 is 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: 02-10-16

By: Doug Lemonds, Project Designer/Manager

## QUOTATION REQUIREMENTS

### 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, 541-790-7432, 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.
- F. Where the term Architect is used in the bidding documents, Contract documents, Addenda, Change Orders or other documents related to this contract, it shall be defined as either "Architect" or "Engineer" or "Consultant" depending upon which design professional has prepared the document in question or which professional is performing the designated task.

#### 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. For contracts of \$10,000 or more, the successful Quoter shall be required to provide the Owner with a Performance Bond and a 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.
7. Change Request/Proceed Order forms shall be furnished by the District.

END OF QUOTE REQUIREMENTS

# CHANGE REQUEST/PROCEED ORDER

2011-2017 Capital Improvement Program  
Eugene School District 4J

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## CHANGE REQUEST NOTICE

Change Request No.: \_\_\_\_\_  
Project No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Contractor: \_\_\_\_\_

### 1. REQUEST INFORMATION

Estimated \$ \_\_\_\_\_ Time \_\_\_\_\_ Days \_\_\_\_\_ Initiated by \_\_\_\_\_  
Reason for change: \_\_\_\_\_

### 2. DESCRIPTION

Describe changes: \_\_\_\_\_  
Describe affected work: \_\_\_\_\_  
List plan and spec sections: \_\_\_\_\_  
Describe impacted activities: \_\_\_\_\_  
Comment: \_\_\_\_\_

### 3. DATES

Need for change first known \_\_\_\_\_ By whom \_\_\_\_\_  
Contractor first notified \_\_\_\_\_ How \_\_\_\_\_  
Owner first notified \_\_\_\_\_  
Date approved or rejected \_\_\_\_\_ By whom \_\_\_\_\_

### 4. RECOMMENDATION (cost and time)

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## PROCEED ORDER

PROCEED ORDER NO.: \_\_\_\_\_ Date: \_\_\_\_\_

### 1. PAYMENT/COST

Actual amount of change \$ \_\_\_\_\_ The contract time will be:  
Contractor amount \$ \_\_\_\_\_ ( ) increased ( ) decreased by \_\_\_\_\_ days  
Subcontractor amount \$ \_\_\_\_\_ ( ) will remain unchanged  
Type of payment (LS/T&M) \_\_\_\_\_

### 2. MISCELLANEOUS

Subcontractors involved: \_\_\_\_\_  
Major materials: \_\_\_\_\_  
The contractor is directed to proceed with the work, the cost is not to exceed \$ \_\_\_\_\_  
Date: \_\_\_\_\_

### 3 CHANGE REQUEST ACCEPTED BY:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
Architect: \_\_\_\_\_ Date: \_\_\_\_\_  
4J CIP Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
4J CIP Program Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
4J Facilities Director: \_\_\_\_\_ Date: \_\_\_\_\_

Without the signature of Facilities Director, or the acting Director, this Proceed Order is neither accepted or authorized, except by written authorization of other specific delegation.

END OF SECTION 00020

Quotation for: **Gilham Elementary School  
Asbestos Abatement Project 2016 as shown on Drawings HM1, HM2  
CIP #410.193.003**

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

**Due Date: 02-25-16  
Time: 2:00pm**

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:**

**Briefly, the work is described as removal and disposal of select asbestos-containing materials and mercury vapor light tubes in the renovation areas at Gilham Elementary School. This project is scheduled to be performed in one mobilization. The asbestos-containing building materials scheduled for removal include; vinyl floor tile and mastic, cement asbestos board, gypsum board/joint compound walls and ceilings, and other miscellaneous asbestos containing materials. All asbestos removal to be performed inside a full negative pressure enclosure. Contractor responsible for verifying all field measurements and disposal of material.**

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

**ALTERNATE QUOTE:**

**The Undersigned proposes to ADD TO the Base Bid indicated above the work relating to the D Cluster. The Alternate scope of work is described on the Asbestos Abatement Diagrams HM1 and HM2.**

**ALTERNATE NO. 1:**

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

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

The undersigned agrees, if awarded the Contract, to substantially complete all Base Quote work on or before the dates specified in Section 01 10 00.

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

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

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

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

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

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

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



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

Name 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

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

Revised 03/02/2015

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 Owner.
- 4. PERMITS, FEES AND NOTICES:** 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 DISTRICT will pay for the plan check fee, basic building permit fee, and systems development charges directly to the authority having jurisdiction. 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. Contractor to notify the following agency at least ten (10) days prior to beginning work and pay all applicable fees.

Lane Regional Air Protection Agency (LRAPA)  
1010 Main Street  
Springfield, Oregon 97477  
541.736.1056

- 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

**TERMS AND CONDITIONS**

**DOCUMENT 00500-1**

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 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.

**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:

The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

The commercial General Liability policy shall be written on a form that meets the following criteria, and must be ASBESTOS SPECIFIC, as follows:

- (i) A full occurrence form, or
- (ii) A limited occurrence form with at least a three (3) year tail, or
- (iii) A claims-made form with a three (3) year tail.

**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.

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

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

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

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

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

**14. PERFORMANCE BOND AND PAYMENT BOND:** Unless stated otherwise in the solicitation document, for all contracts of \$10,000 or more, the Contractor shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School District 4J's Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition.

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

**15. LIQUIDATED DAMAGES:** The Owner will suffer financial loss if the Work is not Substantially Complete, on the date specified for work to be substantially complete. The contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the date established in the Certificate of Substantial Completion.

The agreed amount of liquidated damages is \$500.00 per each calendar day. The amount of liquidated damages may be reduced in cases of partial occupancy, at the sole discretion of the Owner.

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

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

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

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

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

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

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

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

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

**23. PAYMENT OF CLAIMS BY PUBLIC OFFICERS:** If the CONTRACTOR fails, neglects or refuses to make

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

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

**25. PREVAILING WAGE RATES:** Each worker in each trade or occupation employed in the performance of this Contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the Work on the Contract must be paid 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 Owner shall pay to the Commissioner of the Bureau of Labor and Industries a fee equal to one tenth of one percent (.001) of the contract price, but no less than \$250 nor more than \$7,500, regardless of the contract price; the fee shall be paid upon completion of contract documents between Owner and Contractor ; the fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, #1045, Bureau of Labor and Industries, 800 NE Oregon Street , Portland, OR 97232.

c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):

.1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the 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 Owner will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.

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

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

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

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

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

e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

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

a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the

DISTRICT under such contract; and

- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

**27. PROJECT CLOSEOUT:** When the Work is determined to be complete:

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit any operation and maintenance information required by technical specifications.
- d. Submit any as-built drawings or other as-built documentation required by technical specifications.
- e. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- f. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

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

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

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

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

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

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

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

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

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



into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

**35. NON-WAIVER:** The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**36. NOTICES:** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

**37. CHOICE OF LAW:** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.

**38. ATTORNEY'S FEES:** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

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

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

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

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

a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.

b. For the CONTRACTOR, for work performed by the CONTRACTOR, 15 percent of the amount due the CONTRACTOR.

c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.

e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)

f. Itemize costs to include breakdown for materials and labor, overhead and profit.

g. A change to the work providing a net CREDIT to the DISTRICT shall include a credit for overhead and profit based on the following schedule:

1. For the Contractor, 5 percent of the Cost to be credited.

2. For each Subcontractor, 5 percent of the Cost to be credited.

3. For each Sub-subcontractor, 5 percent of the Cost to be credited.

h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.

**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

Revised 3/02/2015  
Agree3.doc

**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. 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: **Doug Lemonds**
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 **execution of this agreement**. Unless otherwise terminated or extended, **the work of this agreement shall begin on xxxxx, and be performed in order to achieve Substantial Completion on xxxxx.**
6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of **xxxxxxx** 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:  
**The Project Manual titled xxxxxx contains drawings and specifications.**  
  
**The Prevailing Wage Rates dated xxxxx, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at [www.boli.state.or.us](http://www.boli.state.or.us). Click on Prevailing Wages, then PWR Rate Publications.**
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 **xxx** day of **xxxxx**.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
DISTRICT

\_\_\_\_\_  
Date

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Construction Contractor Agreement and Terms & Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

The work is described as removal and disposal of select asbestos-containing materials and mercury vapor light tubes in the renovation areas at Gilham Elementary School. This project is scheduled to be performed in one mobilization. The asbestos-containing building materials scheduled for removal include; vinyl floor tile and mastic, cement asbestos board, gypsum board/joint compound walls and ceilings, and other miscellaneous asbestos containing materials. Contractor shall construct a full negative pressure enclosure with attached 3 chamber decon. The removal of all asbestos containing materials to be performed as "friable material" inside a negative pressure enclosure. Contractor shall install and maintain a manometer on the negative pressure enclosure. The manometer reading shall be maintained at a minimum of 0.02 column inches of water pressure differential at all times during abatement. Contractor responsible for verifying all field measurements and disposal of material.

1. Project Location: Gilham Elementary School, 3307 Honeywood St., Eugene, OR 97408.
2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.

- B. Asbestos Project Designer Identification: The Contract Documents, dated **02-10-16**, were prepared for Project by Eugene School District 4J, Doug Lemonds Cert. #PDR-15-0072A.

PBS Engineering and Environmental produced and supplied asbestos abatement drawings HM1 & HM2 for this project.

- C. Project Manager: Doug Lemonds has been appointed by Owner to serve as Project Coordinator.

- D. If suspect asbestos-containing materials are identified by the Contractor and are not identified in the abatement scope of work, the Contractor shall immediately report the discovery to the Owner. Also, the Contractor is not authorized to collect or analyze bulk samples from the Owner's property, unless written permission has been given by the School District's LEA or Safety Specialist.

1.3 CONTRACT

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

1. Construction Contractor Agreement Terms and Conditions.

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 under the following schedule for this project in order to achieve Substantial Completion by the date indicated.
- C. **ASBESTOS REMOVAL**  
Start Date: June 20, 2016  
Completion Date: June 30, 2016  
  
Perform work in order to achieve **Substantial Completion by June 30, 2016.**
- D. Achieve Final Completion within seven (7) days following the date of Substantial Completion.

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 6:00 am to 11:00pm. Coordinate all other work hour schedules with Owner so as not to interfere with Owner's use of the building.
- B. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public, subject to approval by a District Safety Specialist.
- C. Site Access: Maintain drives and building entrances and exits clear and protected at all times to Owner's, employees, and public access and for use by emergency personnel. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
- D. Parking: Contractor may use existing parking areas as indicated on Drawings.
- E. Contractor Staging Areas: Limit staging to areas indicated on Drawings.
- F. Construction Operations: Limited to areas indicated on Drawings.

1.6 WORK UNDER SEPERATE CONTRACTS

- A. Separate Contract: Owner will award separate contracts for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.7 FUTURE WORK N/A

~~1.8 PRODUCTS ORDERED IN ADVANCE~~

- ~~A. General: Owner has negotiated Purchase Orders with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.~~

- ~~1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase Order agreements.~~
- ~~2. The Schedule of Products Ordered in Advance is included at the end of this Section.~~

1.9 OWNER-FURNISHED PRODUCTS N/A

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

2. 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.
3. 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.
4. 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. 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.

I. BACKGROUND CHECK

1. All Contractors, Contractor employees and sub-contractors employees that will be working on District jobs will be required to fill out and submit a background check by logging on the following site <http://www.helpcounter.net/eugene>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MOBILIZATION

Provide mobilization at start of Work and move-out at completion of Work.

### 3.2 WORK PLAN

Develop a written work plan for the Project to be submitted to and approved by the District. The Plan shall indicate dates when:

1. Decontamination unit and containments will be set up,
2. Abatement work will begin,
3. Abatement work will be complete,

The Plan shall provide a schedule for the systematic flow of work throughout the work area as required by the specifications on a day-by-day, room-by-room or area-by area basis. The work plan shall include the work hours and number of workers to be used on the Project. The Contractor shall closely coordinate the Work with the District.

PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE

PART 5 - ASBESTOS FORMS

**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**

**ASBESTOS-CONTAINING MATERIALS STATEMENT**

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.

\_\_\_\_\_  
(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

## CONTRACT MODIFICATION PROCEDURES

### 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 specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. "Agreement" for monetary values of established Alternate.
  - 2. "General Conditions " for additional requirements for Changes in the Work, Contract Sum, and Contract Time.
  - 3. Division 1 Section 01330 "Submittal Procedures" for Schedule of Values requirements.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect, with the concurrence of the Owner, will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.4 CHANGE REQUEST/PROCEED ORDER (CONSTRUCTION CHANGE DIRECTIVE)

- A. Architect or Owner may issue a Change Request/Proceed Order on form included in Division 0, Document 00020—4.
  - 1. Change Request contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  - 2. Proceed Order, when signed by the Owner, instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Proceed Order.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Authorization Required: When a Change Request is approved and signed by the Owner, it becomes a Proceed Order authorizing the change requested. Do not proceed with any change without the Owner's signature on the Change Request/Proceed Order.
- D. Owner-Initiated Change Requests: Architect will issue a Change Request, which will include a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Change Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Change Request after receipt of Change Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - a. Include a complete cost breakdown including a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

E. Contractor-Initiated Requests: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.

1. Changes requested by the Contractor will be authorized only by signature of the Owner on the prescribed. Do not proceed with any changes without this authorization.
2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

F. Change Request Form: Use forms provided by Owner. Sample copies are included in Division 0, Document 00020—4.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Change Request, and at intervals to be determined, Architect will collect Change Requests and issue a Change Order for signatures of Owner and Contractor on Document 00020—4.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

END OF SECTION 01250

## PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Construction Contractor Agreement and Terms & Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
- B. Related Sections include the following:
  - 1. Division 1 Section 01770 "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. ~~Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.~~

#### 1.4 SUBMITTALS

- A. Key Personnel Names: Within 15 days of Notice-to-Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including pager, cell, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

#### 1.5 PROJECT MEETINGS

- A. Preconstruction Conference: Owner's Project Manager will schedule a preconstruction conference before starting construction, no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Owner's Project Manager, Architect, and their consultants, as required; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following (see sample agenda at the end of Part 3):

- a. Introduction of persons present.
- b. Tentative construction schedule.
- c. Phasing.
- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for testing and inspecting.
- g. Procedures for processing Applications for Payment.
- h. Distribution of the Contract Documents.
- i. Communications.
- j. Role of District's Project Manager.
- k. Submittal procedures, including MSDS information.
- l. Use of the premises and existing building.
- m. Work hours and restrictions.
- n. Owner's occupancy requirements.
- o. Responsibility for temporary facilities and controls.
- p. Parking availability.
- q. Safety and first aid.
- r. Security.
- s. Progress cleaning.

~~3. Minutes: Architect will record and distribute meeting minutes.~~

4. Statements made by the Contracting Agency's representative at the pre-construction conference are not binding upon the Contracting Agency unless confirmed by Written Addendum.

~~B. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.~~

- ~~1. Attendees: In addition to the Owner's Project Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in~~

~~planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.~~

- ~~2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project Minutes: Architect will record and distribute to Contractor the meeting minutes.~~
- ~~3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.~~

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## PRECONSTRUCTION CONFERENCE AGENDA

### Eugene School District 4J Gilham Elementary School Asbestos Abatement Project 2016.

[Date]

#### AGENDA

1.  Introduction of Persons Present
  - District 4J
  - Consultants
  - Contractor (including job foreman)
  - Subcontractors
  
2.  Availability of Contract Documents
  
3.  Building Permit Status
  - Plan check and Building Permit paid by District
  - Pick up Permit at City of Eugene by Contractor
  - Location of site stored approved contract documents
  - Utility permits
  - LRAPA Permit
  
4.  Prevailing Wage Requirements
  - Submittal schedule
  - Conformance with requirements
  
5.  Communications
  - Notification of problems
  
6.  Role of District's representative
  - Limits of authority
  - Visitation schedules
  
7.  Work Description and Schedule
  - General work description
  - Proposed start date: \_\_\_\_\_
  - Proposed completion date: \_\_\_\_\_
  - Proposed project schedule and phasing
  - Progress schedule updates
  - Methods to be employed to maintain schedule
  - Work requiring Shop Drawings or submittals shall not commence until review is complete.
  
8.  Submittals Required per Contract Documents
  - Legible copies of MSDS sheets for all products the Contractor intends to use on this Project.
  - Written proof of Asbestos Worker Certification
  - Name, Experience and Qualifications of Asbestos Supervisor
  - Copy of Contractor's Asbestos Abatement License
  - Written emergency control and clean-p plan to be followed by the Contractor in the event of fiber counts in excess of those specified.



- Written respirator program in compliance with all parts of OSHA Asbestos Regulations CFR Title 29, Part 1910, Section 1910.1001.
  - Information pertaining to the proposed air Monitoring Program for this Project.
  - Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI Z9.2.
  - Written medical exam program per OSHA Asbestos Regulations CFR Title 29, Part 1926.58.
  - Copy of Notice of Intent to Encapsulate or Remove Asbestos submitted to LRAPA with evidence of payment of fees.
  - Written proof that all required permits and arrangements for transport and disposal of asbestos-containing or contaminated materials have been obtained and materials will be disposed of at a site approved by EPA and other Governmental Agencies having jurisdiction.
  - Other information as required by Section 01310.
  - Schedule of values
  - List of subcontractors including name of contact person, telephone number, and address
9.  Construction
- Working hours
  - Use of premises/set up locations
  - Protection of existing facilities
  - Traffic and protection
  - Excavation and clean-up
  - Weather restrictions
  - Deviation from details and/or specifications
10.  Correction of Defects
- Daily and/or as observed
11.  Weekly On-Site Progress Meetings
- Establish day and time: Day \_\_\_\_\_ Time \_\_\_\_\_
  - Provide updated project schedules
  - Discuss project progress, problems, etc.
  - Review applications for payment
  - Required attendance
  - Observation report distribution
12.  Change Order Requests and Change Order Procedures
- Written Change Order requests required
  - Supporting back-up will be required for all Change Orders
  - Mark-up limitations on Change Orders
    - Contractor - 15 percent
    - Subcontractors - 10 percent
  - Progressive requests and Change Orders
  - Processing time required
13.  Applications for Payment
- Use AIA documents G702 and G703 latest edition (1 copy available from Landscape Architect)
  - Provide 5 signed and notarized copies
  - Wage certifications to be attached
14.  Safety and Emergency Procedures

- 15. ( ) Clean-up Daily
  - ( ) Project completion
  
- 16. ( ) Project Closeout
  - ( ) Inspections for
  - ( ) Air Clearance
  - ( ) AHERA Closeout Requirements
  - ( ) Substantial completion
  - ( ) Contractor provided list of items to be completed
  - ( ) Inspection with job foreman
  - ( ) Final Acceptance
  - ( ) Written notice from Contractor that all work is done and ready for inspection
  - ( ) Inspection with job foreman
  - ( ) Responsibility for cost of additional inspections
  - ( ) Submittals for Closeout
  - ( ) Final application for payment
  - ( ) Final set of wage certifications
  - ( ) Release of liens from all Subcontractors and General Contractor
  
- 17. ( ) Tour of Project Sites to Examine and Document Existing Conditions
  
- 18. ( ) Additional Comments

The undersigned acknowledges that the items listed above were discussed during this preconstruction conference and are fully understood.

Date:

A/E Firm:

Contractor:

Subcontractors:

END OF SECTION 01310