



Eugene School District 4J
Facilities Management
Capital Improvement Program
715 West Fourth Avenue
Eugene, OR 97402-5024

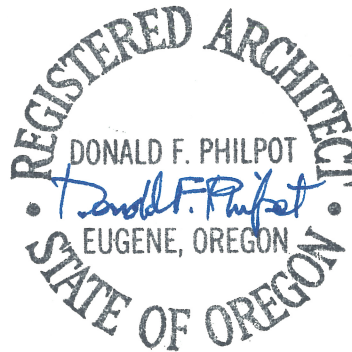
REQUEST FOR QUOTATION
Fox Hollow Painting 2016 - Requote

C.I.P. # 420.780.724

EUGENE PUBLIC SCHOOL DISTRICT 4J
EUGENE, OREGON

Return by: Friday, July, 22, 2016
11:00 am.
No faxed or electronic quotes will be accepted.

Mailing Address: Facilities Management
715 West 4th Avenue
Eugene, Oregon 97402
Phone: (541) 790-7417



Donald F. Philpot, AIA
Project Manager

DATE ISSUED:
July 18, 2016

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 CIP: 410.780.724
 July 18, 2016

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**REQUEST FOR QUOTATIONS
SECTION 00 11 13**

Sealed Quotes will be received by Kathi Hernandez, Purchasing Services, for Fox Hollow Painting 2016 - Requote until Friday, July 22, 2016 at 11:00 am at the Eugene School District Facilities Management Office, 715 West Fourth, Eugene, Oregon 97402.

Basically, the work is described as prep, and painting of selected interior surfaces and the entire exterior, including application of water repellant at brick and masonry surfaces.

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

Fox Hollow Painting 2016 - Requote

No faxed or electronic quotes will be accepted.

A pre-quote conference will be held on Tuesday, July 19, 2016 at 10:00 am at Fox Hollow, 5055 Mahalo Dr. Eugene, OR, 97405. Statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum.

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 of the bid as required by ORS 671.530. A license to work with asbestos-containing materials under ORS 468A.720 is not required for this Project.

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(4).

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.

Each Quote must be submitted on the prescribed form. Each Quote shall be accompanied by a surety bond, cashiers check, or certified check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total Quote, based upon the total Quote amount for those items Quoted upon. Should the Quoter refuse to enter into such Contract or fail to furnish Certificates of Insurance as required by the Supplementary Conditions within ten (10) working days after contract forms are provided to the Quoter, the amount of the Quote Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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: July 18, 2016

By: Donald F. Philpot, AIA
Project Manager

QUOTATION REQUIREMENTS
SECTION 00 21 13

PART 1 GENERAL

1.1. GENERAL INFORMATION

- A. The term "quoter" shall refer to the firm or individual submitting a quote or quotation.
- B. Quoters are encouraged to visit the site(s) to become familiar with existing conditions. The Owner is not responsible and shall not bear financial burden for oversights made by the Quoter for failure to inspect sites prior to submitting a quote.
- C. In all cases, persons wishing to examine the area of work must sign in at the school office prior to visiting the work area. Prior to leaving the school, sign-out at the office is required.
- D. If access is required at times when the school office is not staffed, contact the Facilities Office, 541-790-7417, for assistance.
- E. The Owner is excise tax exempt. "Goods used hereon are for the exclusive use of this School District." Excise exemption No. 93 740074 F.

1.2. QUOTE PROCEDURES

- A. Quotes are to be submitted in one copy on the forms provided.
- B. Quoters shall certify to non-collusion practices on the form included as part of the Quote Form, to be submitted with the Quote Form.
 - 1. A Non-Collusion Affidavit is required for any contract awarded pursuant to the quote. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all quotes upon a finding of the agency that it is in the public interest to do so (ORS 279C.395). This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
 - 2. The Non-Collusion Affidavit must be executed by the member, officer or employee of the quoter who makes the final decision on prices and the amount quoted in the quote.
 - 3. Quote rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of quotes are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the quoter with responsibilities for the preparation, approval or submission of the quote.
 - 4. In the case of a quote submitted by a joint venture, each party to the venture must be identified in the quote documents, and an Affidavit must be submitted separately on behalf of each party.
 - 5. The term "complementary quote" as used in the Affidavit has the meaning commonly associated with the term in the quoting process, and includes the knowing submission of quotes higher than the quote of another firm, any intentionally high or noncompetitive quote, and any other form of quote submitted for the purpose of giving a false appearance of competition.
 - 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the quote.
- C. Quoters shall certify to non-discrimination in employment practices on the form, included as part of the Quote Form, to be submitted with the Quote Form. By submitting its quote, the Quoter certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the Owner in compliance with such acts, regulation, and orders.
- D. Quoter shall indicate, on the Quote Form where provided, the quoter status as a "resident" or "non-resident" in accordance with ORS 279A.120 and ORS 279C.365.

- E. A Quote may not be withdrawn or canceled by the Quoter following the time and date designated for the receipt of quotes to the expiration of a 60 day period. The Quote for that sixty days is irrevocable and each Quoter so agrees in submitting a Quote.

1.3. Quote Security

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

1.4. PERFORMANCE BOND AND PAYMENT BOND

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

1.5. SUBSTITUTION REQUESTS

- A. Submit request for substitution for review and approval by Owner, for entire system as specified. A Memorandum will be issued min 1 day before Quote opening if any Substitution Requests are accepted. Submittal of substitution requests shall include manufacturers product data and brochures as back up information for review. All systems components must be included in Submittal for approval. Submit requests on form included in this Request for Quotes.

1.6. ADMINISTRATIVE RULES

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

1.7. PROTEST OF QUOTE

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

1.8. PROTEST OF AWARD

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

1.9. FINAL AWARD

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

END OF SECTION 00 21 13

**QUOTATION FORM
SECTION 00 30 00**

Proposal for: Long Jump Covers 2016 - Requote
CIP No. 410.524.019

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

Due Date: July 22, 2016
Time: 11:00 am

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.

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 01 11 00.

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

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

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

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

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

The undersigned agrees if awarded the contract to comply with Oregon Revised Statutes 326.603 giving the Owner authority to obtain fingerprints and criminal records check of Contractors, their employees, and subcontractors providing labor for the Project.

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

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

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

Names of Firm: _____

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

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

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

Official Capacity: _____

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

SEAL (If Corporation)

_____ Corporation
_____ Partnership
_____ Individual

NON-DISCRIMINATION REQUIREMENT

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

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

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

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

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

I state that:

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

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

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

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

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

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

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

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

(Authorized Signature)

Sworn to and subscribed before me this

_____ day of _____, 2016

(Notary Public for Oregon)

My Commission Expires: _____

END OF SECTION 00 30 00

Section 00 50 00
CONSTRUCTION CONTRACTOR AGREEMENT
(Sample Form)
LANE COUNTY SCHOOL DISTRICT 4J
715 West Fourth Avenue
Eugene, Oregon 97402

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

1. CONTRACTOR is identified as follows:

Firm Name: _____

Contractor's Representative _____

Address: _____

City/State/ZIP: _____ Email: _____

Business Telephone: _____ FAX: _____

Social Security Number: _____ or Federal Employer ID: _____

Type of Entity: Sole Proprietorship Partnership Corporation

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

3. DISTRICT'S REPRESENTATIVE: _____

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

If yes, has CONTRACTOR been fingerprinted? Yes No

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

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

Purchase Order or Account Number to be charged: _____

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

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

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

CONTRACTOR

Date

DISTRICT

Date

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

July 18, 2016

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 ORS279C.440; and d) is qualified legally to contract with the DISTRICT.
- 4. PERMITS, FEES AND NOTICES: Note, No Permit Required for This Work.** ~~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. BACKGROUND CHECK: Waived for this Work.** ~~CONTRACTOR and its employees and CONTRACTOR volunteers who will have direct, unsupervised contact with students shall be required to submit fingerprints and undergo a state and nationwide fingerprinting and criminal history records check as required by ORS 326.603 and further defined by ORS 342.143. Direct, unsupervised contact is defined as being present in the school without direct DISTRICT supervision while scheduled classes and scheduled extracurricular activities are taking place. Those CONTRACTORS determined not to be in direct contact with students need not submit for a background check.~~
 - ~~a. Begin Initial Background Check: log onto <https://www.helpcounterweb.com/welcome/apply.php?district=eugene> Complete entire form, and state: "Contractor Background Check" in Comment box.~~
 - ~~b. Review and approval of Initial Background Check is made by 4J Human Resources via e-mail correspondence. Approval will include instructions to obtain photo ID Badge and Fingerprint packet at Facilities Management, 715 W. 4th Ave. Eugene, OR. Fingerprint packet contains fingerprint card and Fingerprint Based Criminal History Verification form.~~
 - ~~c. Follow instructions on Fingerprint packet for locations for where fingerprinting services are administered, and immediately complete fingerprinting process. Fee: \$15.00~~
 - ~~d. Return fingerprinting and completed form for processing and notarization to Eugene School DISTRICT 4J Human Resources Department, 200 N. Monroe, Eugene, OR. Fee: \$59.00.~~
 - ~~e. Work may commence upon approval of Initial Background Check and issuance of ID Badge. ID Badge must be prominently displayed at all times.~~
 - ~~f. All costs associated with background check and fingerprinting are borne by the CONTRACTOR.~~
- 7. 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.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

13. 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.

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

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

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

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

Course of Construction: ~~The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the 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. Clarification: Deletion of installation floater/all risk policy waives the requirements of the Contractor or Owner to provide installation floater/all risk policy for this 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.

15. 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.

16. LIQUIDATED DAMAGES: The DISTRICT 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 DISTRICT 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 \$250.00 per each calendar day. The amount of liquidated damages may be reduced in cases of partial occupancy, at the sole discretion of the DISTRICT.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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.

27. 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.

28. 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. Certificate of Insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods.
- i. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- j. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

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

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

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

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.

- 44. 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 1.25. 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.
- 45. 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.

END OF TERMS AND CONDITION

PREVAILING WAGE RATES
SECTION 00 73 43

PART 1 GENERAL

The "Prevailing Wage Rates" dated June 1, 2016, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at www.boli.state.or.us. Click on Prevailing Wages, then PWR Rate Publications, and then Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law).

END OF SECTION 00 73 43

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

Fox Hollow Painting 2016 - Requote
Eugene School District 4J
CIP No. 410.780.762

Project Location:
Fox Hollow, 5055 Mahalo Drive, Eugene, OR 97405

Basically, the work is described as prep, and painting of selected interior surfaces and the entire exterior, including application of water repellant at brick and masonry surfaces.

- A. Architect Identification: The Contract Documents, dated July 18, 2016 were prepared for Project by Donald F. Philpot, AIA. 715 W. 4th Ave. Eugene, Oregon 97403.
- B. Owners Representative: Donald F. Philpot AIA, Project Manager.

1.3 CONTRACT

- A. Project will be constructed under a general construction contract:
Fox Hollow Painting 2016 - Requote, Eugene School District 4J, CIP No. 420.780.724
- B. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
- C. Perform work in order to achieve Substantial Completion by September 5, 2016.
- D. Achieve Final Completion within seven (7) days following the dates of Substantial Completion.

1.4 USE OF PREMISES

- A. Work Area Access: Buildings may be occupied during work. Access to the work area will be available on a week-day basis from approximately 7:00 am to 4:00 pm, with an exception as listed below. 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.

- D. Parking: Contractor may use existing parking areas.
- E. Contractor Staging Areas: Limit staging to areas adjacent to work. Verify locations of staging areas with Owner.
- F. Construction Operations: Limited to areas adjacent to work.

1.5 WORK UNDER SEPERATE CONTRACTS

- A. Separate Contract: Owner may have awarded separate contracts for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. These contracts include, but are not limited to:

- 1. None Listed.

- 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.

1.6 FUTURE WORK

- 1. None Listed.

1.7 PRODUCTS ORDERED IN ADVANCE

- 1. None Listed

1.8 OWNER-FURNISHED PRODUCTS

- 1. None Listed

1.9 MISCELLANEOUS PROVISIONS

- A. BACKGROUND CHECK - Waived for this work.

- 1. ~~Contractor and its employees and Contractor volunteers who will have direct, unsupervised contact with students shall be required to submit fingerprints and undergo a state and nationwide fingerprinting and criminal history records check as required by ORS 326.603 and further defined by ORS 342.143. Direct, unsupervised contact is defined as being present in the school without direct District supervision while scheduled classes and scheduled extracurricular activities are taking place. Those Contractors determined not to be in direct contact with students need not submit for a background check.~~

- a. ~~Begin Initial Background Check: log onto~~

- ~~<https://www.helpcounterweb.com/welcome/apply.php?district=eugene> Complete entire form, and state: "Contractor Background Check" in Comment box.~~

- b. ~~Review and approval of Initial Background Check is made by 4J Human Resources via e-mail correspondence. Approval will include instructions to obtain photo ID Badge and Fingerprint packet at Facilities Management, 715 W. 4th Ave. Eugene, OR. Fingerprint packet contains fingerprint card and Fingerprint-Based Criminal History Verification form.~~

- c. ~~Follow instructions on Fingerprint packet for locations for where fingerprinting services are administered, and immediately complete fingerprinting process. Fee: \$15.00~~

- d. ~~Return fingerprinting and completed form for processing and notarization to Eugene School District 4J Human Resources Department, 200 N. Monroe, Eugene, OR. Fee: \$59.00~~

- e. ~~Work may commence upon approval of Initial Background Check and issuance of ID Badge. ID Badge must be prominently displayed at all times.~~

- f. ~~All costs associated with background check and fingerprinting are borne by the Contractor.~~

- B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. ARC FLASH – ELECTRICAL SAFETY

1. Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the

'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

I. 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.

J. ASBESTOS CONTAINING MATERIALS WARNING

1. Asbestos containing materials are known to exist in areas of the Work. The Contractor shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free.
2. Where access to concealed spaces is required, or it is necessary to disturb building materials such as for drilling of holes, cutting, etc., notify the Owner so that proper investigation and/or removal procedures are followed.
3. Prior to commencing Work, the Contractor shall meet with the District Safety Specialist and review the Owner's Asbestos Management Plan for the locations of asbestos-containing materials and/or materials assumed to contain asbestos. After reviewing the Owner's Asbestos Management Plan, the Contractor is required to sign Form 01 11 00A, Asbestos-containing Materials Notification Statement, provided at the end of this Section.
4. Contractor must not install any asbestos-containing materials when performing the Work of this project. At the completion of the Work, Contractor will be required to furnish a statement stating that no asbestos-containing materials were installed during the course of the Work. Refer to Sample Form 01 11 00B at the end of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE - none listed

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

Form 01 11 00A

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

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

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

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

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

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

Signature of Representative

Date

Work Site

CIP #

Form 01 11 00B

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

SAMPLE FORM

(To be submitted on the Contractor's letterhead)

ASBESTOS-CONTAINING MATERIALS STATEMENT

EUGENE SCHOOL DISTRICT 4J

(Name of Project and CIP Number)

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

(Name of Construction Company)

(Signature and Date)

(Printed Name)

(Job Title)

END OF SECTION 01 11 00

**PRODUCT REQUIREMENTS
SECTION 01 60 00**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. **Substitution Requests:** Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period, in compliance with this Section.
- B. After execution of Agreement, the Owner may, at the Owner's option, consider formal requests from the Contractor for substitution of products for those specified. One or more of the following conditions must be documented:
 - 1. Compliance with final interpretation of code requirements or insurance regulations which require that the use of a substituted Product.
 - 2. Unavailability of a specified Product through no fault of the Contractor.
 - 3. Inability of specified Product to perform properly of fit in designated place.
 - 4. Manufacturer's or Fabricator's refusal or inability to certify or guarantee performance of a specified Product in the application intended.
- C. A Substitution Request constitutes a representation that the Quoter/Contractor:
 - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substituted Product as for the specified Product.
 - 3. Will coordinate installation and make changes to the Work which may be required for the Work to be completed with no additional cost to the Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Owner for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawings or Product Data Submittals, without separate request on the form provided, or when acceptance will require revision to the Contract Documents.
- E. Submit three copies of each request for consideration. Limit each request to one proposed Substitution. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Provide MSDS information to confirm that the product is no more harmful than the products specified.
 - f. Samples, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - j. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Request/Proceed Order

- b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
9. Provide bonded and insured off-site storage and protection when site does not permit on-site storage and protection.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

PRODUCT REQUIREMENTS – SECTION 01 60 00

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Submittal Time: Comply with requirements in Division 0 Section 00 21 13 "Quotation Requirements."

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SUBSTITUTION REQUEST FORM

TO: _____
Architect

Street Address

City, State Zip Code

Due By: July 21, 2016
12 Noon

PROJECT: Fox Hollow Painting 2016 - Requote
CIP # 420.780.724
Eugene School District 4J

ITEM: _____
Section No. Page No. Paragraph Description

The Undersigned requests consideration of the following substitution:

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

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

Submitted by: _____ Signature: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Date: _____

END OF SECTION 01 60 00

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Project Record Documents.
 - 2. Operation and Maintenance Data.
 - 3. Warranties and Bonds.
- B. Related Sections include the following:
 - 1. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
 - 2. Individual Product Sections: Specific requirements for operation and maintenance data.
 - 3. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE MANUAL

- A. Organize operations and maintenance documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "OPERATION AND MAINTENANCE MANUAL AND WARRANTIES," Project name, CIP Number, and name of Contractor.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Include paint drawdowns for colors used at each school.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

3.5 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

CLOSEOUT SUBMITTALS - SECTION 01 78 00

- E. Include warranties and bonds as a tabbed section in the O&M Manual, with typed or printed title **WARRANTIES AND BONDS**.
- F. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01 78 00

SECTION 07 19 05

WATER REPELLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes penetrating water-repellent coatings for the following vertical surfaces:
 - 1. Brick masonry.
 - 2. Concrete unit masonry (unpainted and unglazed).
- B. Related Sections include the following:
 - 1. Section 07 90 05 - Joint Sealers
 - 2. Section 09 90 00 - Painting

1.3 PERFORMANCE REQUIREMENTS

- A. Performance Testing: Provide water repellents that comply with test-performance requirements indicated, as evidenced by reports of tests performed by manufacturer by a qualified independent testing agency on manufacturer's standard products applied to substrates simulating those on Project using same application methods to be used for Project.
- B. Absorption: Minimum 95% percent reduction of absorption after 24 hours in comparison of treated and untreated specimens.
 - 1. Brick: ASTM C 67.
 - 2. Concrete Unit Masonry: ASTM C 140.
- C. Permeability: Minimum 80 percent water-vapor transmission in comparison of treated and untreated specimens, per ASTM D 1653.
- D. Water Penetration and Leakage through Masonry: Maximum 95 percent reduction in leakage rate in comparison of treated and untreated specimens, per ASTM E 514.
- E. Durability: Maximum 5 percent loss of water repellency after 2500 hours of weathering in comparison to specimens before weathering, per ASTM G 154.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Include manufacturer's printed statement of VOC content.
 - 2. Submit MSDS Information

- B. Manufacturer Certificates: Signed by manufacturers certifying that water repellents comply with requirements.
- C. Qualification Data: For Installer.
- D. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Minimum 10 years experience in manufacturing the products specified in this section.
- B. Installer Qualifications: Minimum 3 years experience in the application of the products specified in this section. In addition, applicator must state the intended use of the proper application equipment and that it has been well maintained.
 - 1. Provide a list of several of the most recently completed projects where the specified material was used.
 - a. Include the project name, location, architect or owner, and method of application.
- C. Test Application: Apply a finish sample for each type of water repellent and substrate required. Duplicate finish of approved sample.
 - 1. Locate each test application as directed by Architect.
 - 2. Size: 25 sq. ft.
 - 3. Final approval by Architect of water-repellent application will be from test applications.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 - "Project Management and Coordination."

1.6 PROJECT CONDITIONS

- A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied according to manufacturers' written instructions and warranty requirements:
 - 1. Ambient temperature is above 40 deg F during and 24 hours after installation
 - 2. Rain or snow is not predicted 24 hours after application.
 - 3. Application proceeds more than seven days after surfaces have been wet.
 - 4. Substrate is not frozen, or ambient temperature surface is above 100 deg F.
 - 5. Windy conditions that may cause water repellent to be blown onto vegetation or surfaces not intended to be treated.

1.7 PRODUCT DELIVERY

- A. Material Delivery: Deliver materials to the job site in original sealed containers, clearly marked with manufacturer's name, brand name, and type of material. Verify the product matches that of the original sample applied on the mock - up wall.
- B. Record Keeping: Contractor / applicator shall record product batch number or lot number for warranty purposes.
- C. Storage & Protection: Store materials inside if possible, away from sparks and open flame. Store in a secure area to avoid tampering and contamination. Water based materials must be kept from freezing. Store and handle in accordance with manufactures written instructions.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agree(s) to repair or replace materials that fail to maintain water repellency specified in Part 1 "Performance Requirements" Article within specified warranty period. When notified in writing from the Owner, the Manufacturer shall, promptly and without inconvenience to the Owner correct said deficiencies.

- 1. Warranty Period: 5 years from date of Substantial Completion.

1.9 ALTERNATES:

- A. Refer to Section 01 21 00 - Alternates for possible effect on work of this Section

1.10 ASBESTOS

- A. All materials used in this project shall contain 0% asbestos. Provide written confirmation to Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products under Paragraph 2.2

2.2 PENETRATING WATER REPELLENTS

- A. Silane/Siloxane, Penetrating Water Repellent: Clear, oligomeric alkylalkoxysiloxanes containing 7 percent or more solids; with water, or other proprietary solvent carrier; and with 3.3 lb/gal. (400 g/L) or less of VOCs.

- 1. Products: Low odor, water based repellents:

- a. Prime A Pell H₂O by Chemprobe Coating Systems
 - b. Hydrozo Enviroseal 20 by ChemRex.
 - c. Sure Klean Weather Seal Siloxane PD by ProSoCo, Inc.
 - d. Fabrishield 900 by Fabrikem
 - e. Protectosil AQUA-TRETE 40 by degussa
 - f. or approved.

- B. Isobutyltrialkoxysilane, Penetrating Water Repellent: Clear liquid containing isobutyltrialkoxysilane in an alcohol carrier with 600 g/L or less of VOC's

- 1. Products:

- a. Chem-Trete BSM 40D by degussa
 - b. Chem-Trete BSM 40 VOC by HULS America
 - c. Protectosil Chem-Trete 40 VOC by Evonik

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified water repellents. Notify the Architect if surfaces are not acceptable to receive the specified products.

3.2 SURFACE PREPARATION

- A. Thoroughly clean exposed surfaces by power washing, and per water-repellent manufacturer's recommendations. Test for moisture content, according to water-repellent manufacturer's written instructions, to ensure that surface is dry enough after washing. Clean stains with 409 cleanser, or cleaners approved by the water repellent manufacturer. Let 409 soak into masonry, and wash off.
 - 1. Clay Brick Masonry: Clean clay brick masonry per ASTM D 5703.
- B. Test for pH level, according to water-repellent manufacturer's written instructions, to ensure chemical bond to silicate minerals.
- C. Protect adjoining work, including sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live plants and grass.
- D. Protect building occupants, pedestrians, vehicles and all non masonry surfaces from application of water repellent, masonry or concrete cleaners when used; residues, rinse water, waste fumes and effluents; and in accordance with manufacturer's written instructions.
- E. Coordination with Sealants: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those used in the work.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply a heavy-saturation or fog spray coating of water repellent, as per manufacturers recommendation on surfaces indicated for treatment using low-pressure spray equipment. Comply with manufacturer's written instructions for using airless spraying procedure, unless otherwise indicated.
- C. Apply a second spray coating with the required run downs per manufacturer's recommendations. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Comply with manufacturer's written cleaning instructions.
- B. Repair or repaint surfaces damaged by application of water-repellant treatment.

END OF SECTION 07 19 05

SECTION 07 90 05
JOINT SEALERS

PART I GENERAL

1.1 SECTION INCLUDES

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing.

1.2 RELATED SECTIONS

- A. Section 09 90 00 - Painting: Sealants used in conjunction with painted surfaces.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent curing sealants in enclosed building spaces.
- B. Maintain environmental conditions recommended by sealant manufacturer.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section.
- B. Applicator: Company specializing in applying the work of this Section with minimum three years experience.
- C. Conform to Sealant and Waterproofers Institute requirements for materials and installation.

1.5 SEQUENCING AND SCHEDULING

- B. Coordinate the work of this Section with all work.

1.6 WARRANTY

- A. Joints shall be sealed watertight and warranted for a period of two years from date of substantial completion.

1.7 ALTERNATES

- A. Refer to Section 01 23 00 - Alternates for possible effect on work of this Section.

1.8 ASBESTOS

- A. No material used in this project shall contain asbestos. Submit written confirmation.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Elastomeric Joint Sealant
 - I. Silyl-Terminated Polyether Sealant (STPe).
 - a. Sonneborn Sonolastic 150
 - b. White Lightning 3006 - Sherwin Williams

- B. Latex Joint Sealant:
 - 1. Acrylic latex base single component sealant.
 - a. Sonneborn; - Sonolac.
 - b. Tremco; - Tremflex 834
 - c. Dynaflex 230 - Dap
 - d. AC-20 + Silicone - Pecora
- C. Substitutions as approved per Section 01 60 00 - Product Requirements.
- D. Color of exposed sealant to approximate color of adjacent surfaces, unless otherwise directed.

2.2 PREPARATORY MATERIALS

- A. Primer: As recommended by sealant manufacturer to suit application. Non-staining type.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Filler: Polyethylene foam rod; oversized 30 to 50 percent. Ethafoam by Dow, Sonofoam by Sonneborn or approved.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and joint openings are ready to receive work and field measurements are as shown on Drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing surfaces substrates.

3.2 PREPARATION

- A. Clean and prime joints in accordance with manufacturer's instructions.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions, applied before final coat of paint or surface sealer.
- B. Measure joint dimensions and size materials to achieve required width-depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints concave within 10 minutes of installation, or as detailed.

3.4 CLEANING AND REPAIRING

- A. Clean adjacent soiled surfaces.
- B. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

3.6 SCHEDULE

- A. Install sealant at cracks, joints, and voids between dissimilar materials
- B. Install at cracked and damaged surfaces.
- C. Install at holes and irregularities caused by attachment of wall or ceiling mounted objects.

END OF SECTION

SECTION 09 90 00

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.

1.2 EXTENT OF WORK

- A. Surface preparation and painting of certain exterior elements and areas shown on the provided photographs and/or documented within the descriptions and notes. No Exposed surface is to be left unfinished unless specifically so indicated. Do not paint items having a factory finish or non-ferrous metals unless specifically mentioned in the painting schedule. Conduct dry film thickness tests as directed by Owner's Representative. Patch areas where tests have been conducted.

1.3 RELATED SECTIONS

- A.. Section 07 90 05 - Joint Sealers.

1.4 REFERENCES

- A. ASTM D16 - Standard Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.

1.5 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.6 SUBMITTALS FOR REVIEW

- A. Draw Downs: Submit 5 complete sets of draw down color cards for each color indicating name and formula number for each color of paint used.
- B. Product Data: Provide 5 sets of product data for each paint product to accompany draw downs.
- C. Inclusive list of required coating materials and its application and location.
- D. Certifications by manufacturer of each material that the products comply with local regulations controlling the use of volatile organic components (VOC's).
- E. Proposed solvent cleaning method. Proposed solvent and stripping materials.
- F. Manufacturer's thinning and application instructions.
- G. MSDS (Material's Safety Data Sheet) for all Paints, Primers Thinners, Solvents, Strippers, Fillers and all other proposed products to be used on the Project.
- H. Accepted sample represents minimum standard for subsequent work.

1.7 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Instructions: Indicate special surface preparation procedures, substrate conditions requiring special attention.

1.8 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01 78 00 - Closeout Submittals: Procedures for submittals.
- B. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.9 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three year experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years experience.

1.10 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.
- B. Comply with requirements of Environmental Protection Agency document "Lead Renovation, Repair, and Painting Rule" issued in 2010.

1.11 DELIVERY, STORAGE, HANDLING AND PROTECTION

- A. Deliver products to site in sealed, manufacturer's labeled, unopened containers. Inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, size and/or lot number, color designation, brand code, coverage, surface preparation, drying time, and where applicable, instructions for mixing and reducing, cleanup requirements and EPA / code compliance.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, as required by manufacturer's instructions. Store outside the building in secured area or as directed by Owner's Representative. Mix where directed. Protect against contamination by foreign matter. Remove unacceptable materials from site.

1.12 EXTRA STOCK

- A. For each school, leave in original unopened one gallon containers, one gallon of each color used at that school. Label for positive identification and store on each school's premises where directed.

1.13 ENVIRONMENTAL REQUIREMENTS

- A. General: Comply with manufacturer's directions. Apply products in dust-free and insect-free areas.
- B. Do not apply materials when surface and ambient air temperatures are outside the temperature ranges required by the paint product manufacturer.
- C. Do not apply coatings on substrates while they are in direct sunlight.
- D. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer. Perform no work until material surfaces have thoroughly dried.
- E. Test substrates for moisture content in presence of Owner's Representative.
- F. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- G. Apply paint with permanent lighting functional. At semi-enclosed areas, supplement with work lights by providing lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- H. Provide sufficient ventilation required for healthy working conditions and pleasant environment.

1.14 ABESTOS

- A. All materials used in this project shall contain 0% asbestos. Provide written confirmation to Architect.

1.15 ALTERNATES

- A. Refer to Section 01 23 00 for possible effects upon work of this Section.

1.16 WARRANTY

- A. Provide written warranty covering work of this section to include correction of defective workmanship and materials for one year after the date of Substantial Completion. Warranty to include annual inspection.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Paint: Rodda, Sherwin-Williams, Benjamin Moore, Dutch Boy, Glidden, Pittsburgh, Parker, Miller, Olympic, Zinsser, or approved. Paint materials shall be of the type specified and of the highest quality obtainable.
- B. Substitutions: Refer to Section 01 60 00 - Product Requirements
- C. Colors and manufacturers listed on drawings may differ from the paint product listed in Project Manual. Follow selected manufacturers requirements should they exceed these minimums.

2.2 MATERIALS

- A. Products for each general purpose shall be of the same manufacturer. Products, solvent, primer and finish coats for a specific application shall be from the same manufacturer, or approved-in-writing by manufacturer of finish coat.
- B. Respective fillers, primers, undercoats, intermediate coats and top coats shall be compatible with each other and substrate.
- C. Coatings: Ready mixed, except field catalyzed coatings. Prepare pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; for good flow and brushing properties; capable of drying or curing free of streaks or sags. Use of coatings containing lead and coatings containing zinc chromate is prohibited.
- D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners, solvents, strippers, fillers, and other materials not specifically indicated or described but required to achieve the finishes specified; shall be of the highest commercial quality and shall have identifying labels on containers.
- E. Patching Materials: Latex filler, and epoxy filler cover and exterior and interior exposed countersunk fasteners.

2.3 PRODUCTS LIST

- A. Submit to the Architect a complete and detailed list of materials proposed for use on Work, including draw-down color cards for each color and manufacturer. Include a letter from the manufacturer stating that materials are suitable for the intended use. Obtain Architect's acceptance before ordering.

2.4 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

2.5 COLORS

- A. When required, match adjacent existing colors. At most sites, architect will have color selections available from original paint projects; however, contractor shall verify colors and tint paint products as required to approximate the color of potentially faded paint.
- B. Coordinate color selection with Architect to match existing. Provide for areas of up to 15% to be deep tone, accent colors.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application, permanence, quality and execution of work.
- C. Ensure that surfaces are in proper condition to receive the specific coating. If the surfaces can not be put into proper condition, notify the Owner's representative. Starting work on any surface shall be construed as acceptance of the surface by the Contractor as being satisfactory to properly receive the coating specified.
- D. Always check for compatibility of any previously painted surface with new shop applied primer and coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly. Check adhesion.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Plaster and Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Wood: 15 percent, measured in accordance with ASTM D2016.
 - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D2016.

3.2 PROTECTION

- A. Surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. All areas must be completely dry prior to coating.
- B. Surface Appurtenances: Remove hardware, electrical switch outlet coverplates, electrical fixtures (protect against shock), light fixture trim, escutcheons, and fittings prior to preparing surfaces for painting and finishing. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting. All removed items shall be protected and free of splatter, overpaint, discoloration or damage. Remove clean and replace if required.
- C. Post signs and install barricades as required to protect work of this section against damage or discoloration.

3.3 FLAMMABLE MATERIAL

- A. Take extraordinary care to prevent fire. Open containers of paint only when needed. Keep rubbing cloths and oily rags in tightly closed containers, or remove from building at close of each day's work.

3.4 SURFACE PREPARATION

- A. Existing painted surfaces have numerous paint layers and bottom layers may contain lead based paint. Exhaustive tests have not been made to determine if there is any lead based paint. Should suspect layers be encountered, contact District for remedy. Adhere to following Item 3.5 for additional precautions for preparation of surfaces containing lead paint.
- B. At exterior painting only, clean surfaces thoroughly using power-washing equipment to remove salt deposits and chalking of old paint material, without damaging the substrate or surrounding areas.
- C. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contaminations such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence and sealers must be removed to assure sound bonding to the tightly adhered old paint. In addition, glossy surfaces of old paint films must be clean and dull before repainting (thorough washing with an abrasive kitchen cleanser will clean and dull in one operation, or wash thoroughly and dull by sanding. Remove sanding dust.) Spot prime all bare areas with appropriate primer. Feather all edges. Fill depressions left by removed paint. Always check for compatibility of the previously painted surface with the new coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly and check adhesion.
- D. Remove loose paint by hand scraping and/or wire brushing.
- E. Do not sand or scrape cement plaster or stucco.
- F. Surfaces: Correct defects and clean surfaces which affect work of this section.
- G. Mold or mildew must be removed by scrubbing with a mixture of one quart of household bleach to three quarts of water. CAUTION: DO NOT ADD HOUSEHOLD DETERGENTS OR AMMONIA TO THE BLEACH SOLUTION. Wear protective glasses or goggles, waterproof gloves and protective clothing and quickly wash off any of the solution that touches the skin. Scrub well with brush and allow solution to remain on the surface for ten minutes before rinsing thoroughly with clean water. Allow to dry.
- H. Surfaces may be solvent cleaned, if required, only with approval of the Owner's representative and the Architect.
- I. Acid washing, water blasting or sand blasting is generally not acceptable. Exceptions need prior written approval by the Owner's representative and the Architect unless called for in the contract documents.
- J. Glossy surfaces shall be dulled.
- K. Treat areas where factory applied coating has been damaged as unfinished material. Sand edges of blemishes to achieve a smooth transition.
- L. **Marks:** Seal with appropriate sealer those marks which may bleed through surface finishes.
- M. **Gypsum Board Surfaces:** Fill minor defects with filler compound. Spot prime defects after repair.
- N. **Doors, Frames:** Finish door edges and protect hardware from damage. Remove as may be required to apply specified finish.
- O. **Plaster Surfaces:** Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- P. **Concrete, Masonry, Plaster, Stucco:** Repair surface defects. Remove grease, oil and other contaminants by solvent cleaning. Scrape carefully to remove deteriorated coatings. Glossy or very hard coatings should be sanded lightly to promote maximum adhesion of the subsequent coating. Surface must be thoroughly dry before coating.
- Q. **Galvanized Surfaces:** Remove surface contamination and oils and thoroughly

- R. clean with surface conditioner in accordance with manufacturer's instructions.
Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- S. **Exterior Metal Surfaces:** Remove old coatings by thorough scraping and wire brushing and/or with paint remover. Remove dirt, oil, oxides, etc. as needed by solvent cleaning. Allow to dry thoroughly.
- T. **Bare, Sandblasted or Pickled Metal:** Treat with a metal treatment before applying primer.
- U. **Aluminum:** Remove surface oxidation on aluminum scheduled to be painted. Apply etching primer immediately after cleaning.
- V. **Interior Wood Items Scheduled to Receive Paint Finish:** Remove tape residue and wire staples. Wipe off dust and grit prior to priming. Seal knots, knot holes, pitch streaks and resinous sapwood sections with sealer. Fill nail and screw holes. Rough areas and cracks after primer has dried, sand between coats.
- W. **Exterior Wood Scheduled to Receive Paint Finish:** Remove dust, grit, and foreign matter. Seal knots, knot holes, pitch streaks and resinous sapwood sections with sealer. Set nails (nail pops) and fill nail holes with tinted exterior caulking compound after prime coat has been applied. Sand smooth as required. Clean and allow surface to be thoroughly dry before coating.
- X. **Exposed A-C plywood and MDO plywood** may have countersunk screw or nail fasteners in the field. Fill these countersunk screws or nail heads with epoxy wood filler or sealant. Sand filler or tool sealant smooth and seal with prime sealer before painting.
- Y. **Plastic:** Sand lightly and wipe with solvent appropriate for material.
- Z. At completion of preparation, remove all evidence of paint chips, dust, and debris as a result sanding, scraping; and caulk and window putty removal. District dumpsters not available for disposal of waste generated by this project.

3.5 SURFACE PREPARATION - EXISTING LEAD BASED PAINT

1. Prepare surfaces with the additional following precautions.
2. Some paint in this project is assumed to be lead containing and where identified shall be prepared and painted according to the following guidelines. Contractor is solely responsible for protection of workers and the public. Safety precautions shall include, but not be limited to, the following
 - A. Follow all regulatory agency requirements in the handling, collecting and disposal of lead containing paint. Comply with work practices outlined in the document "Lead Renovation, Repair, and Painting Rule" issued in 2010 by the Environmental Protection Agency.
 - B. Maintain the safety of workers through the usage of respirators and other measures deemed appropriate by the contractor or as required by governmental agencies.
 - C. No power sanding drilling, grinding, or sawing of lead based paint surfaces is permitted unless area is isolated and under negative air containment.
 - D. Cover areas with plastic sheeting to collect debris. Bag up and dispose of lead based material with rest of debris.
 - E. Avoid unnecessary scraping or sanding of lead based paint surfaces.
 - F. Surfaces are to be minimally hand sanded only. All visible dust created shall be promptly collected with a HEPA vacuum, and cleaned from building surfaces with a damp cloth or sponge.

- G. All debris from surface preparation shall be collected for safe disposal before the next school day. No one is to be able to walk through, breath, or otherwise be able to ingest potentially lead laden debris material.
- H. Torches and heat guns are prohibited.
- I. Dry abrasive blasting is prohibited.
- J. Use of paint strippers is prohibited.
- K. Surfaces proven to not contain lead may be prepared without these additional preparation precautions. Testing swabs available from District for contractors use.

3.6 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Apply coatings with suitable brushes or rollers or spraying equipment as recommended by manufacturer. Back roll or brush any spray applied material.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied. Test with moisture meter.
- D. Do not apply Finish Coats until Primer Coat has been inspected and approved by Architect.
- E. Apply each coat to uniform appearance, without runs, sags, brush marks, streaks, laps, skips, transparencies, mixed areas of paint pile-ups. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- F. Sand wood and metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- I. Where Paint abuts other Materials or Colors, cut Paint edges clean and sharp with no overlaps.
- J. Finish door tops, bottoms, and edges ; remove doors from frames if necessary.

3.7 FIELD INSPECTION

- A. Dry paint film thickness shall be measured by the painting contractor in the presence of the Architect, Owner's Representative upon completion using Mark 11 Tooke coating inspection gauge, a precision instrument for measuring and evaluating paint coating. Coat work measuring less than specified thickness shall be re-coated to comply with minimum standard, touch-up test surface which will measure approximately one square inch per test.

3.8 CLEANING

- A. Remove paint spills, splatters, over spray, and stains from all surfaces; including **previously existing paint over sprays on glass and windows**; and those in paint storage and mixing rooms.
- B. Unless otherwise approved, refinish entire wall or surface where portion of finish has been damaged or is otherwise unacceptable.
- C. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- D. Remove debris from site upon completion of work or sooner as directed.

3.9 SCHEDULE - EXTERIOR SURFACES

Prime coats listed may not be omitted from existing finished surfaces. Refer to Item 3.4C for spot priming. Number of coats specified hereunder is minimum. Minimum coating thicknesses specified below include Prime Coat and Finishing Coats combined.

- A. Wood, Plywood, Medium Density Overlaid Plywood (MDO), Gypsum Board, Stucco, Painted Masonry, CMU, Concrete, and Tempered Hardboard - Painted:
1. One coat of acrylic primer sealer. Rodda 501601x First Coat Primer
 2. Two coats of acrylic latex enamel, semi-gloss. Rodda 54200xx
Minimum Dry Thickness: 4.0 mils
- “Red Barn” Color at Siding, Trims, and Doors:
- Two coats of acrylic latex enamel, semi gloss, deep tint red base, Glidden Professional 3006-8500N. - No Substitutions.
- B. Previously Coated Ferrous Metals - Painted:
1. One coat flat latex primer. Rodda 501601x First Coat Primer
 2. Two coats of acrylic latex enamel, semi-gloss. Rodda 54200xx
Minimum Dry Thickness: 4.0 mils
- C. ABS Plastic Downspouts - Painted:
1. Two coats semi-gloss acrylic latex paint. Rodda 54200xx
 2. Minimum Dry Thickness: 4.5 mils
- D. Bollards:
1. One coat alkyd metal primer, Rodda 708195x
 2. Two coats gloss alkyd enamel, Rodda 7581841x Safety Yellow
Minimum Dry Thickness: 4.0 mils

3.9 SCHEDULE - INTERIOR SURFACES

Prime coats listed may not be omitted from existing finished surfaces. Number of coats specified hereunder is minimum. Minimum coating thicknesses specified below include Prime Coat and Finishing Coats combined.

- A. Previously Painted Wall Surfaces, including: Wood, Gypsum Board, Stucco, Masonry, CMU, Concrete, Casework, and Tempered Hardboard - Painted:
1. One coat oil-base primer, Zinsser, Cover Stain, Product No. 03501
 2. Two coats of acrylic latex enamel, semi-gloss finish. Sherwin Williams A88-W01151
Minimum Dry Thickness: 4.0 mils
- B. Previously Painted Doors & Frames, Window Frames, Toilet Rooms and Kitchen Area Wall Surfaces and Ceilings, including: Wood, Gypsum Board, Stucco, Masonry, CMU, Concrete, Casework, Tempered Hardboard - Painted
1. One coat oil-base primer, Zinsser, Cover Stain, Product No. 03501
 2. Two coats of epoxy enamel, semi-gloss finish. Sherwin Williams K46-151W
Minimum Dry Thickness: 4.0 mils
- C. Previously Painted Classroom Ceiling Alcoves, Including Gypsum Board, Stucco, Painted:
1. One coat oil-base primer, Zinsser, Cover Stain, Product No. 03501
 2. Two coats of acrylic latex enamel, semi-gloss finish. Sherwin Williams A88-W01151
Minimum Dry Thickness: 4.0 mils

PAINTING - SECTION 09 90 00

- D. Previously Painted and Unpainted Acoustical Ceiling and Wall Tiles: Painted:
 - 1. Two coats acrylic latex acoustical ceiling paint, satin finish. Sherwin Williams 427- W01815

- E. Fire Extinguisher Cabinets - Painted:
 - 1. Two Coats of acrylic latex enamel, semi-gloss finish. Sherwin Williams Safety Red B66T354

END OF SECTION 09 90 00

DRAWINGS

GENERAL NOTES :

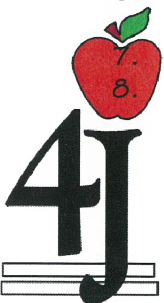
1. Photographs are intended to show typical paint assemblies and not all the areas of work.
2. Colors and manufacturers listed on drawings may differ from the paint product listed in Project Manual. Follow selected manufacturer's requirements should they exceed these minimums.
3. Protect existing buildings and yards from damage and debris. Repair any damage to areas during work.
4. Remove and reinstall all wire baskets protecting speakers, etc. Remove and reinstall all mechanically fastened signage, graphics, etc, from walls, doors or surfaces to receive paint coatings or waterproofing.
5. Inspect, prepare for and re-caulk and seal at joint of dissimilar materials (window frames to walls, masonry, etc).
6. Paint tops and edges of doors.
7. Prime and paint unpainted conduits, panel boxes and the like to match adjacent surfaces.
8. Prime and paint all unpainted downspouts.
9. Remove, prep, and paint both sides of any protective screens or grilles over doors, windows, etc.
10. Do not paint pre-finished sheet metal siding, copings, flashings and cap metal at roof edges. Do not paint ornamental fence. At interior painting, do not paint unpainted bulletin boards, brown painted beams, stained and urethaned cabinetry and book shelves. Do not paint interior ceilings except where noted on plan.
11. Clean all pre-finished sheet metal trims at roofs and fascias with mild detergent and buff to a uniform luster with a clean cloth. Soft power wash metal siding to minimize streaking patterns. Soft scrub siding with filbrated soft nylon bristle brush to remove dirt and debris.
12. Clean aluminum window frames and store front systems.
13. Do not paint murals. Mask murals and graphics as req'd, cut tight to murals with appropriate trim or body paint colors per schedule.
14. Verify locations of staging areas with Owner.

SCOPE OF WORK - EXTERIOR:

1. The exterior surfaces, trims, louvers, railings and benches of the entire school buildings are to be prepped, primed, and repainted unless noted otherwise. Paint all bollards, light poles, sign posts to match existing.
2. All roof top mechanical units, air vents, roof vents and other roof top protrusions are to be repainted. Do not paint any pre-finished sheet metal skirts or assemblies on roof top surfaces. Permit no overspray onto roof surfaces or prefinished sheet metal skirts.
3. Apply full prime coat at heavily chalked areas of main body paint. Spot priming permitted at other areas.
4. Paint, any ball walls, and other previously painted play equipment. CMU ball walls receive water repellent.

SCOPE OF WORK - INTERIOR

5. All surfaces in areas to be painted are to be prepped, receive a full prime coat, and painted two coats of finish, unless noted otherwise.
6. Acoustic ceilings are not to be painted. Hard ceilings to be painted where noted, which includes the Toilet Rooms.
Prep and finish painted casework the same as they are now.
Remove and replace any coat hooks, cabinet pulls, etc., and any other wall mounted items before beginning prep. Patch holes and drywall



Facilities Management
 School District 4J
 Eugene Public Schools
 715 W. Fourth Avenue
 Eugene, Oregon 97402
 541-790-7417

DISTRICT PROJECT MANAGER

FOX HOLLOW PAINTING 2016 – REQUOTE
 EUGENE PUBLIC SCHOOL DISTRICT 4J - EUGENE, OREGON

GENERAL NOTES

CIP # 400.780.724
 DATE 7-18-2016
 SHEET
00

FOX HOLLOW

GENERAL NOTES at FOX HOLLOW:

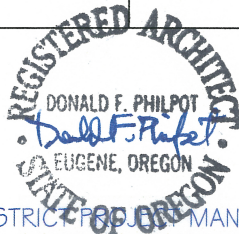
1. Refer to General Notes on Sheet 00.
2. No lead based paint has been found on the exterior of Fox Hollow. Paint products installed in 1998 and 2009 did not contain lead paint. Interior surfaces have not been tested, and paint layers may contain lead based paint.

SCOPE OF WORK at FOX HOLLOW:

1. Refer to Scope of Work on Sheet 00

COLOR SCHEDULE (and Picture Legend):

<u>Mark</u>	<u>Paint Color</u>	<u>Finish</u>	<u>Mfr.</u>	<u>Typical Application</u>
1.	Ashlar Gray	Semi-gloss	Rodda # DO-03-2527	Storage Bldg. & Portable Bldg. Walls, Railings, Downspouts, Spandrel Panels at Windows, Exterior Door and Wdw. Frames, Benches
2.	Restful White	Semi-gloss	ICI # W04-1197 Rodda WE-06-23046	Breezeway Lids, Soffits, Fascias, Downspouts, Benches.
3.	Red Barn	Semi-gloss	ICI # EUG 09-1268 (no substitutions)	Doors, Fascias & Roof Edges, Gutters, Columns, Portable Bldg. Railings.
4.	Not Used			
5.	No Paint			Refer to General Note No. 10
6.	Water Repellent	Clear		Unpainted Exterior Brick Surfaces.
7.	4J White	Semi-gloss	SW Super Paint SE-7250	Interior Walls.
8.	4J White	Semi-gloss epoxy	SW Pre-Cat Epoxy K46-W151	Interior Toilet Room Walls. Interior of Exterior Doors & Frames, and Interior Door Surfaces & Frames. Window Frames. Cabinet Doors and Drawers
9.	Whisper White	Semi-gloss	SW Super Paint SE-7986	Basket Ball Backboards and Supports
10.	White	Flat or Satin	SW Acoustic Paint SE-7986	Interior Ceilings
		Semi-Gloss	SW ProMar 400 B31 W2651	Interior Ceilings
11.	Safety Yellow	Gloss	ICI Acrylic 4208-9400 or Rodda 758184x	Bollards (White at Metal Benches)



DISTRICT PROJECT MANAGER

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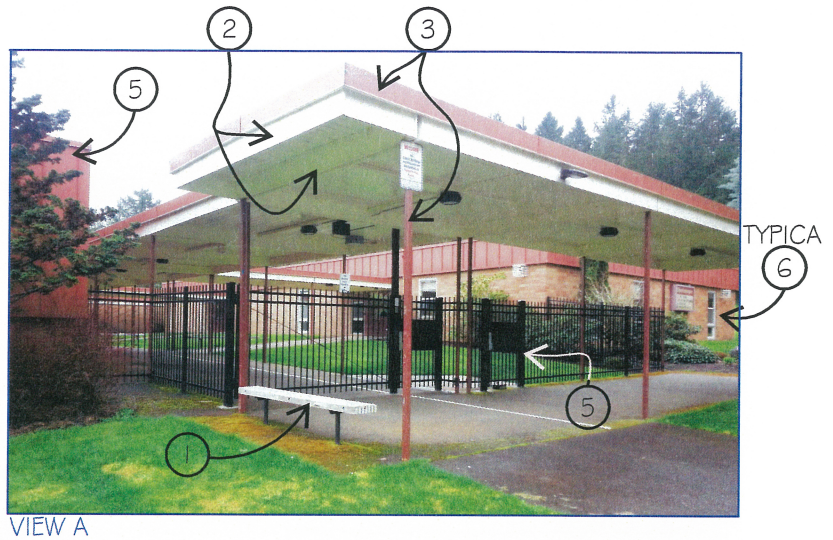
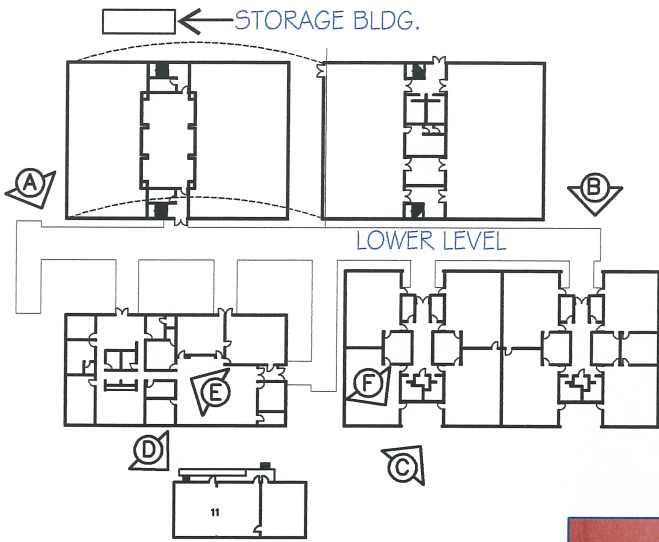
SHEET

FOX HOLLOW ELEMENTARY

Facilities Management
School District 4J
Eugene Public Schools
715 W. Fourth Avenue
Eugene, Oregon 97402
541-790-7417

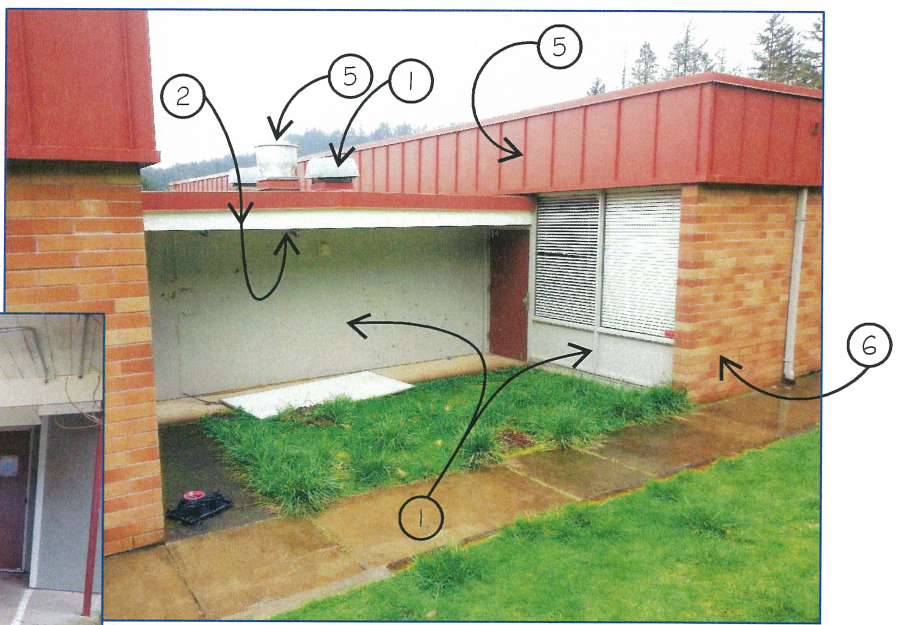
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1.	Ashlar Gray	Semi-gloss	Rodda # DO-03-2527	Storage Bldg. & Portable Bldg. Walls, Railings, Downspouts, Spandrel Panels at Windows, Exterior Door and Wdw. Frames, Benches
2.	Restful White	Semi-gloss	ICI # W04-1197 Rodda WE-06-23046	Breezeway Lids, Soffits, Fascias, Downspouts, Benches.
3.	Red Barn	Semi-gloss	ICI # EUG 09-1268 (no substitutions)	Doors, Fascias & Roof Edges, Gutters, Columns, Portable Bldg. Railings.
4.	Not Used			
5.	No Paint			Refer to General Note No. 10
6.	Water Repellent	Clear		Unpainted Exterior Brick Surfaces.
7.	4J White	Semi-gloss	SW Super Paint SE-7250	Interior Walls.
8.	4J White	Semi-gloss epoxy	SW Pre-Cat Epoxy K46-W151	Interior Toilet Room Walls. Interior of Exterior Doors & Frames, and Interior Door Surfaces & Frames. Window Frames. Cabinet Doors and Drawers
9.	Whisper White	Semi-gloss	SW Super Paint SE-7986	Basket Ball Backboards and Supports
10.	White	Flat or Satin	SW Acoustic Paint SE-7986	Interior Ceilings
		Semi-Gloss	SW ProMar 400 B31 W2651	Interior Ceilings
11.	Safety Yellow	Gloss	ICI Acrylic 4208-9400 or Rodda 758184x	Bollards (White at Metal Benches)

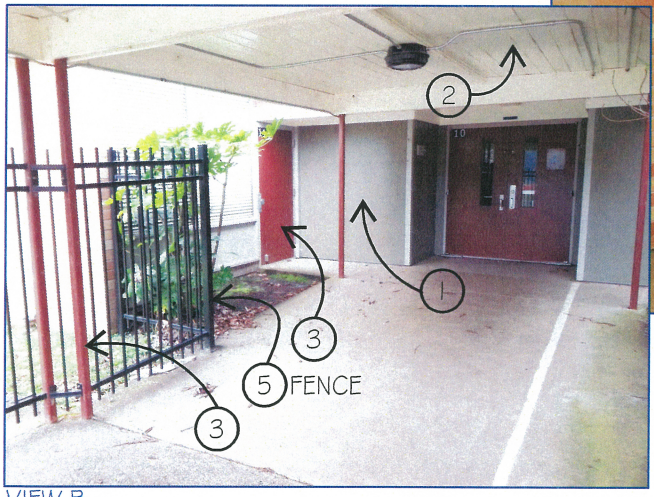


VIEW A

 **FOX HOLLOW ELEMENTARY**
NO SCALE



VIEW C



VIEW B



VIEW D



Facilities Management
School District 4J
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DISTRICT PROJECT MANAGER

FOX HOLLOW PAINTING 2016 - REQUOTE
EUGENE PUBLIC SCHOOL DISTRICT 4J - EUGENE, OREGON

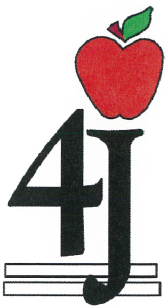
FOX HOLLOW ELEMENTARY

CIP # 400.780.724
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SHEET

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COLOR SCHEDULE (and Picture Legend):

<u>Mark</u>	<u>Paint Color</u>	<u>Finish</u>	<u>Mfr.</u>	<u>Typical Application</u>
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4.	Not Used			
5.	No Paint			Refer to General Note No. 10
6.	Water Repellent	Clear		Unpainted Exterior Brick Surfaces.
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8.	4J White	Semi-gloss epoxy	SW Pre-Cat Epoxy K46-W151	Interior Toilet Room Walls. Interior of Exterior Doors & Frames, and Interior Door Surfaces & Frames. Window Frames. Cabinet Doors and Drawers
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		Semi-Gloss	SW ProMar 400 B31 W2651	Interior Ceilings
11.	Safety Yellow	Gloss	ICI Acrylic 4208-9400 or Rodda 758184x	Bollards (White at Metal Benches)



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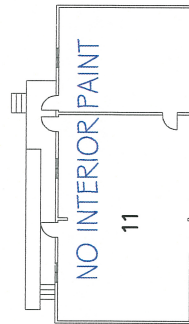
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FOX HOLLOW ELEMENTARY



LEGEND

- - - - - ALCOVE CEILING LINE
- - - - - VERTICAL SURFACES
- — — — CABINETS TO BE PAINTED
- C CEILINGS TO BE PAINTED



INTERIOR PAINTING PLAN

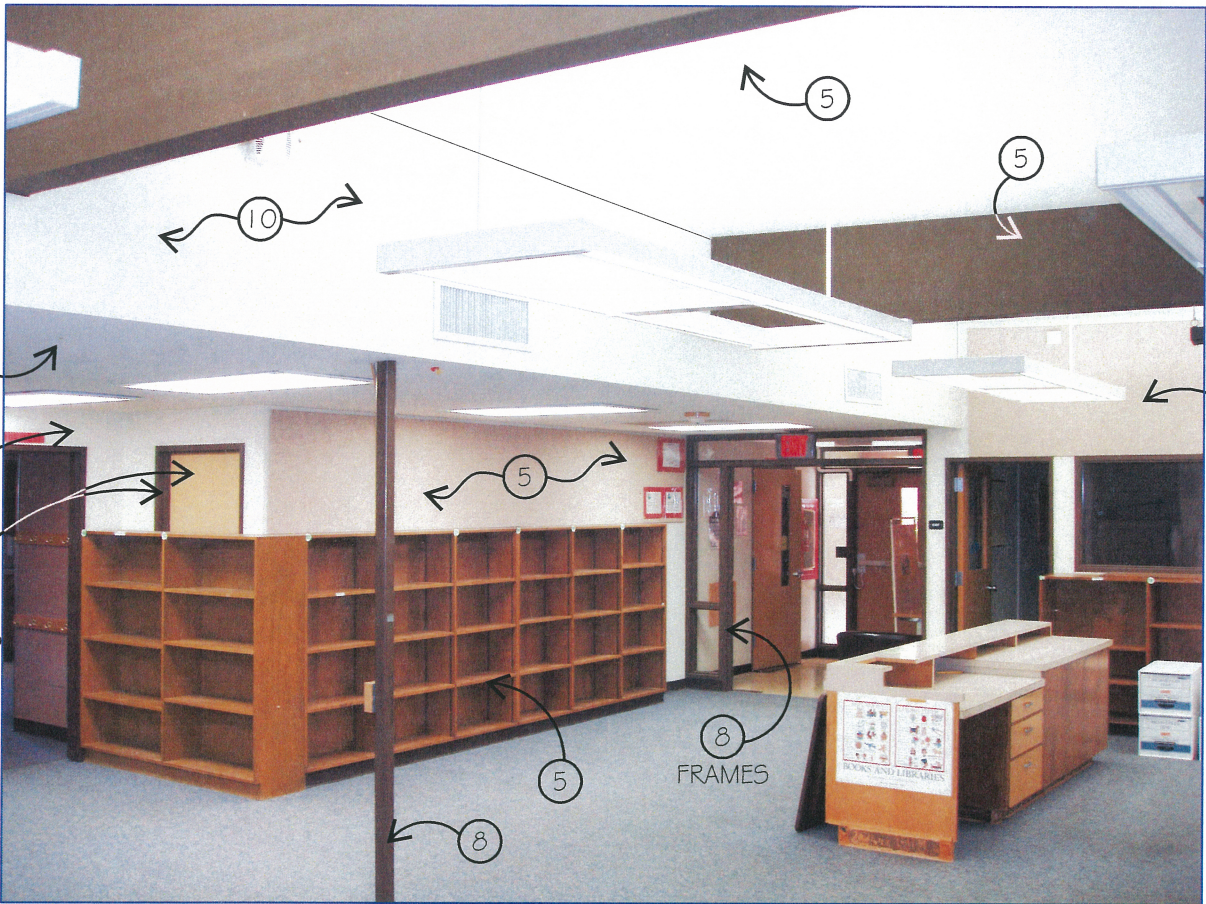


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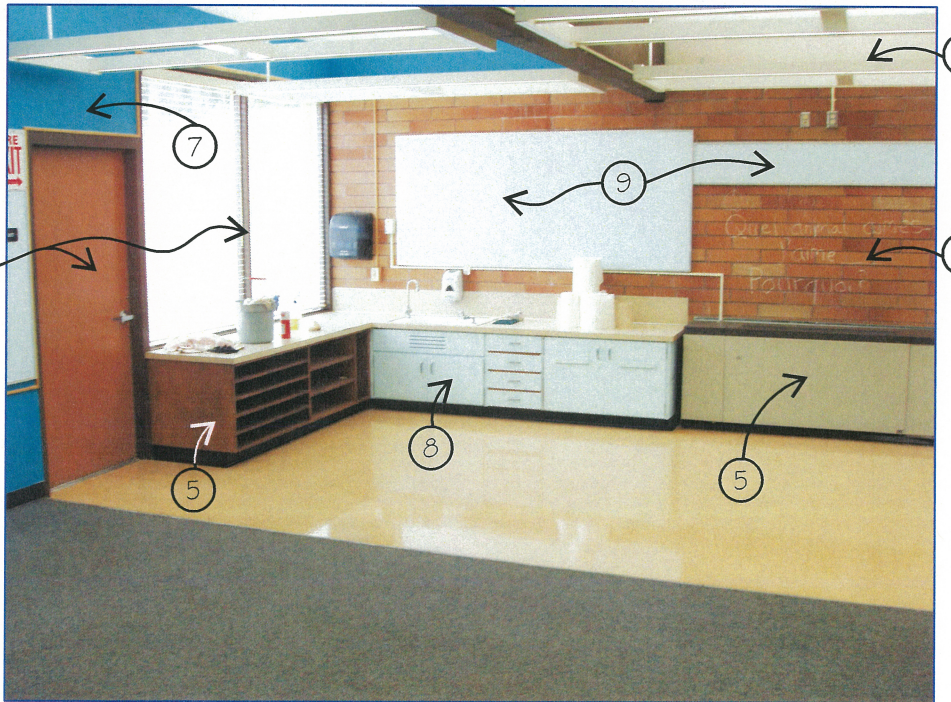
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COLOR SCHEDULE (and Picture Legend):

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2.	Restful White	Semi-gloss	ICI # W04-1197 Rodda WE-06-23046	Breezeway Lids, Soffits, Fascias, Downspouts, Benches.
3.	Red Barn	Semi-gloss	ICI # EUG 09-1268 (no substitutions)	Doors, Fascias & Roof Edges, Gutters, Columns, Portable Bldg. Railings.
4.	Not Used			
5.	No Paint			Refer to General Note No. 10
6.	Water Repellent	Clear		Unpainted Exterior Brick Surfaces.
7.	4J White	Semi-gloss	SW Super Paint SE-7250	Interior Walls.
8.	4J White	Semi-gloss epoxy	SW Pre-Cat Epoxy K46-W151	Interior Toilet Room Walls. Interior of Exterior Doors & Frames, and Interior Door Surfaces & Frames. Window Frames. Cabinet Doors and Drawers
9.	Whisper White	Semi-gloss	SW Super Paint SE-7986	Basket Ball Backboards and Supports
10.	White	Flat or Satin	SW Acoustic Paint SE-7986	Interior Ceilings
		Semi-Gloss	SW ProMar 400 B31 W2651	Interior Ceilings
11.	Safety Yellow	Gloss	ICI Acrylic 4208-9400 or Rodda 758184x	Bollards (White at Metal Benches)



VIEW E



VIEW F



Facilities Management
 School District 4J
 Eugene Public Schools
 715 W. Fourth Avenue
 Eugene, Oregon 97402
 541-790-7417

DISTRICT PROJECT MANAGER

FOX HOLLOW PAINTING 2016 – REQUOTE
 EUGENE PUBLIC SCHOOL DISTRICT 4J - EUGENE, OREGON

CIP # 400.780.724
 DATE 7-18-2016

SHEET

FOX HOLLOW ELEMENTARY

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