

# REQUEST FOR QUOTATION Long Jump Covers 2016 - Requote

C.I.P. # 410.524.019

EUGENE PUBLIC SCHOOL DISTRICT 4J

EUGENE, OREGON

Return by:

Monday, August 1, 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

PONALD F. PHILPOT CONTROL EUGENE, OREGON

FOR OF OREGON

Donald F. Philpot, AIA Project Manager

> DATE ISSUED: July 18, 2016

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July 18, 2016

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#### REQUEST FOR QUOTATION SECTION 00 11 13

Requote of Project. Sealed Quotes will be received by Kathi Hernandez, Purchasing Services, for Long Jump Covers 2016 – Requote, until Monday, August 1, 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 fabrication and placement of Long Jump Covers at Kelly Middle School.

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

Long Jump Covers 2016 - Requote

#### No faxed or electronic quotes will be accepted.

A pre-quote conference will be held on Wednesday, July 20, 2016 at 10 am at the track at Sheldon High School, 2455 Willakenzie Rd. Eugene, OR, 97405. Access track via Gilham Rd then east on Marlow Ln. 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 <u>each</u> 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.
  - 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 <u>each</u> 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: Time:	August 1, 2016 11:00 am
From:	***************************************		
	(Company Name) d proposes to furnish all material, equipt k in strict accordance with the Contract		
QUOTE:			
Quote Amount:			\$
	(Words)		(Figures)
	d agrees, if awarded the Contract, to sub in Section 01 11 00.	stantially complete all	Base Quote work on or before the
	d agrees, if awarded the contract, to comgh 279C.870 pertaining to the payment of		
after receiving o	d agrees, if awarded the Contract, to execontract forms, an Agreement and a satis if required elsewhere in the solicitation,	factory Performance I	Bond and a Labor and Material
The undersigned the above Quote	d has received addenda numberse amount.	_ to inclusi	ve and has included their provisions in
By submitting th	nis Quote, the Quoter certifies that the Q	uoter:	
ability to obtain record of past per is qualified legation with any inquiry Quoter shall sub-	the appropriate financial, material, equipathe resources and expertise, necessary terformance; c) has a satisfactory recorded by to contract with the Owner; and e) we the Owner may make concerning the resonant appropriate documentation to allow ecording to the above criteria.	o meet all contractual of integrity, and is not ill promptly supply all esponsibility of the Qu	responsibilities; b) has a satisfactory disqualified under ORS 279C.440; d) I necessary information in connection loter. Prior to award of a Contract, the
The undersigned authority to obta providing labor	I agrees if awarded the contract to comp ain fingerprints and criminal records che for the Project.	ly with Oregon Revise ck of Contractors, the	ed Statutes 326.603 giving the Owner ir employees, and subcontractors
	ants that Contractor has a Qualifying Envoviding labor for the project to do the sa		program and will require each
	I has visited the site to become familiar and the Quoter's personal observations with the Quoter's personal observations.		
The undersigned filled in by Quot	d certifies that the Quoter is ater).	Quoter under ORS	. ("Resident" or "Non-resident", to be

Names of Firm:				
Street Address:	(City)	(State)	(Zip)	<del></del>
Telephone Number:	Fax Number:	Ε-Με	ail:	
Signed By:(Signatu	Prin are of Authorized Official. If Firm is a parts	ted Name: nership, one of the partners	must sign quote).	
Official Capacity:				
If corporation, attest:	(Secretary of Corporation)	Date	e:	
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
my firm for the price(s) and the amount of I state that:  (1) The price(s) and amount of this Q agreement with any other contractor, Que  (2) That neither the price(s) nor the a this Quote, have been disclosed to any ot before Quote opening.  (3) No attempt has been made or will submit a Quote higher than this Quote, or complementary Quote.	(Name of behalf of my firm, and its owners, direct of this Quote.) Quote have been arrived at independently oter or potential Quoter, except as disclosmount of this Quote, and neither the applier firm or person who is a Quoter or potential Quoter and firm or person to submit any intentionally high or non-	f Firm) tors, and officers. I am the person responsible in  y and without consultation, communication or used on the attached appendix. proximate price(s) nor approximate amount of otential Quoter, and they will not be disclosed to refrain from Quoting on this contract, or to accompetitive Quote or other form of
(4) The Quote of my firm is made in any firm or person to submit a compleme		ement or discussion with, or inducement from,
directors and employees are not currently convicted of or found liable for any act page 1	under investigation by any government rohibited by State or Federal law in any	, its affiliates, subsidiaries, officers, al agency and have not in the last four years been jurisdiction, involving conspiracy or collusion
above representations are material and im which this Quote is submitted. I understa	y Firm)  uportant, and will be relied on by Schoo  und and my firm understands that any m	understands and acknowledges that the District No. 4J in awarding the contract(s) for isstatement in this affidavit is and shall be treated the submission of Quotes for this contract.
(Authorized Signature)	da	o and subscribed before me this  ay of, 2016  Public for Oregon)

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.					
	Firm Name:				
	Address:				
		Email:			
		FAX:			
		or Federal Employer ID:			
	Type of Entity: [ ] Sole Proprietorship	[ ] Partnership [ ] Corporation			
2.	SERVICES TO BE PROVIDED (Include sco supplies, materials, equipment or services,	ope of work, schedule and other provisions including as applicable):			
2	DICTRICT'S DEDDECENTATIVE				
3.	DISTRICT'S REPRESENTATIVE:				
4.	unsupervised contact with students?				
	If yes, has CONTRACTOR been fingerprinted				
5.	DATE AND DURATION: This agreement shextending through	nall be effective commencing on and, unless otherwise terminated or extended.			
6.	PAYMENT: The DISTRICT shall pay the CO	ONTRACTOR the agreed sum of \$			
		for work described herein.			
	Purchase Order or Account Number to be cl	harged:			
7.					
8.	CONTRACTOR is an Independent Contract employee of the DISTRICT.	or within the meaning of ORS 670.600 and is not an			
9.	SIGNATURES: It is so agreed this	_ day of,,			
	CONTRACTOR	Data			
	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 <a href="https://www.helpcounterweb.com/welcome/apply.php?district=eugene">https://www.helpcounterweb.com/welcome/apply.php?district=eugene</a> 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. 4<sup>th</sup> 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 RÉQUIREMENTS: 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: Not Required for this Project. 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 Atterney 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 October 7, 2016. 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 \$50.00 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.

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- 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.
  - 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 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.)
  - 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

#### OUTLINE SPECIFICATIONS for Long Jump Pit Covers:

- 1. Refer to Notes on drawing for materials list.
- Install fully adhered PVC roofing assembly per manufacturers recommendations.
   Green color. Peel and stick separation sheets if required. IB Roof Systems or approved.
- 3. Terminate PVC at bottom edge of  $4 \times 8$  rim joist and bottom edge of tapered  $2 \times 12$  barge rafters. Install termination bar mechanically fastened at 6" oc.
- 4. Bolt tie down winch assembly over top of PVC, embed assembly in waterstop sealant. Single Ply Sealing Mastic by Johns Manville, Water Cut-Off Mastic by Carlisle, or approved.
- 5. Never Flat Wheels with wheel bearings and zerk fittings in lieu of pneumatic wheels.
- 6. Provide I" thick x 3' wide CDX plywood wheel paths to bridge across long jump pit.
- 7. Submit cut sheets for roofing material and winch and wheel components prior to fabrication for review and approval.
- 8. Black powder coat finish at fabricated winch and wheel assembly.
- 9. Provide two (2) 4'+ long bars for use with ratchet mechanism. Paint one foot of one end of bar yellow.

#### **GENERAL NOTES:**

- 1. Verify staging area with Owner.
- 2. Protect existing buildings and yards from damage and debris. Repair any damage to areas during work.

#### **SCOPE OF WORK:**

- 1. Construct framework and wheel assembly as shown on Sheet S1.
- 2. Install PVC roofing.
- 3. Construct four (4) total 10'-8" x 12'-2" long jump pit covers.
- 4. Deliver completed assemblies to Kelly Track, and place over long jump pits.





