

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

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

1. Firm Name:  
Contractor's Representative:  
Address:  
City/State/ZIP: \_\_\_\_\_ Email: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ or Federal Employer ID: \_\_\_\_\_  
Type of Entity:     Sole Proprietorship  Partnership  Corporation
2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):
3. DISTRICT'S REPRESENTATIVE: **Doug Lemonds**
4. FINGERPRINTING REQUIREMENTS: Do services to be provided include potential for direct, unsupervised contact with students?     Yes  No  
If yes, has CONTRACTOR been fingerprinted?     Yes  No
5. DATE AND DURATION: This agreement shall be effective commencing on **execution of this agreement**. Unless otherwise terminated or extended, **the work of this agreement shall begin on xxxxx, and be performed in order to achieve Substantial Completion on xxxxx.**
6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of **xxxxxxx** for work described herein.
7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:  
**The Project Manual titled xxxxxx contains drawings and specifications.**  
  
**The Prevailing Wage Rates dated xxxxx, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at [www.boli.state.or.us](http://www.boli.state.or.us). Click on Prevailing Wages, then PW R Rate Publications.**
8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.
9. SIGNATURES: It is so agreed this **xxx** day of **xxxxx**.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
DISTRICT

\_\_\_\_\_  
Date

## PREVAILING WAGE RATES

### PART 1 – GENERAL

#### 1.1 PREVAILING WAGE RATES

- A. The “Prevailing Wage Rates” dated January 1, 2019, including any corrections or amendments, issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at [www.boli.state.or.us](http://www.boli.state.or.us) Click on Prevailing Wages, then PWR Rate Publications.

### PART 2 – PRODUCTS

Not Used.

### PART 3 – EXECUTION

Not Used.

END OF SECTION

## SUMMARY OF WORK

### 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

- A. Project Identification:

**Briefly, the work is described as removal and disposal of approximately 90 sq. ft. asbestos containing window putty / glazing from multiple metal framed sections of windows using non-friable methods at South Eugene High School. The work would also include the removal of associated asbestos containing putty / glazing at each concrete window opening.**

**Each metal window section will be removed and disposed of as identified on drawing A-1. Contractor to build an enclosure on the inside of each window section to contain any debris from being tracked from the removal area.**

**This project is scheduled to be performed in one mobilization. Contractor responsible for verifying all field measurements and disposal of material.**

1. Project Location: South Eugene High School, 400 East 19<sup>th</sup> Ave., Eugene OR 97401
2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.

- B. Architect Identification: The Contract Documents, dated **03-18-19**, were prepared for Project by Eugene School District 4J, Doug Lemonds Cert., #PDR-18-0072A.
- C. Project Manager: Doug Lemonds has been appointed by Owner to serve as Project Coordinator.
- D. If suspect asbestos-containing materials are identified by the Contractor and are not identified in the abatement scope of work, the Contractor shall immediately report the discovery to the Owner. Also, the Contractor is not authorized to collect or analyze bulk samples from the Owner's property, unless written permission has been given by the School District's LEA or Safety Specialist.

#### 1.3 CONTRACT

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

#### 1.4 WORK SEQUENCE

- A. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.

## SUMMARY OF WORK

- B. Perform work under the following schedule for this project in order to achieve Substantial Completion.
- C. **ASBESTOS REMOVAL: Start Date: June 24<sup>th</sup>, 2019 – Finish Date: July 16<sup>th</sup>, 2019**  
Perform work in order to achieve **Substantial Completion by July 16, 2019.**
- D. Achieve Final Completion within seven (7) days following the date of Substantial Completion.

### 1.5 USE OF PREMISES

- A. Work Area Access: Buildings **will be** occupied during work. Access to the work area will be available on a week-day basis from approximately 7:00 am to 9:00 pm. Coordinate all other work hour schedules with Owner so as not to interfere with Owner's use of the building.
- B. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public, subject to approval by a District Safety Specialist.
- C. Site Access: Maintain drives and building entrances and exits clear and protected at all times to Owner's, employees, and public access and for use by emergency personnel. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
- D. Parking: Contractor may use existing parking areas as indicated on Drawings.
- E. Contractor Staging Areas: Limit staging to areas indicated on Drawings.
- F. Construction Operations: Limited to areas indicated on Drawings.

### 1.6 WORK UNDER SEPERATE CONTRACTS

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

### 1.7 FUTURE WORK - N/A

### ~~1.8 PRODUCTS ORDERED IN ADVANCE~~

- ~~A. General: Owner has negotiated Purchase Orders with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.
  - ~~1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase Order agreements.~~
  - ~~2. The Schedule of Products Ordered in Advance is included at the end of this Section.~~~~

## SUMMARY OF WORK

1.9 OWNER-FURNISHED PRODUCTS – N/A

1.10 MISCELLANEOUS PROVISIONS

A. BACKGROUND CHECK/FINGERPRINTING PROCESS:

1. All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprint and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost. Note: ODE charges \$59 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check. Individuals contracting with the District will be required to fill out and submit a background check by logging on the following site: <https://www.4j.lane.edu/hr/icbackgroundprocess/>

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. Contractor's 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.

## SUMMARY OF WORK

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. 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. SDS 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.

### I. ASBESTOS CONTAINING MATERIALS WARNING

1. Contractor must not install any asbestos-containing materials when performing the Work of this project. At the completion of the Work, Contractor will be required to furnish a statement stating that no asbestos-containing materials were installed during the course of the Work. Refer to Sample Form 01100B at the end of this Section

## **SUMMARY OF WORK**

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 MOBILIZATION**

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

#### **3.2 WORK PLAN**

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

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

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

### **PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE**

### **PART 5 - ASBESTOS FORMS**

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

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

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

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

I \_\_\_\_\_, Representing \_\_\_\_\_,  
(Print Name of Representative) (Business Name)

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Work Site

\_\_\_\_\_  
CIP #



**Form 01100B**

**ASBESTOS-CONTAINING MATERIALS STATEMENT**

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

\_\_\_\_\_  
(Name of Project and CIP Number)

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

\_\_\_\_\_  
(Name of Construction Company)

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Job Title

END OF SECTION 01100