



Project Manual

South Eugene High School Window Abatement Project 2019

Lane County School District 4J
Eugene Public Schools

Eugene, Oregon

Faxed or Electronically Submitted Bids Will Not Be Accepted

March 18th, 2019
Project No. 420.660.033

Project Manual Table of Contents
Project No. 420.660.033
Eugene School District 4J
South Eugene High School
Window Abatement Project 2019

DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS	Pages
00001	Table of Contents.....	1
00030	Request for Quotation.....	1
00020	Quotation Requirements.....	4
00300	Quotation Form.....	4
00500	Contractor Agreement Terms and Conditions.....	8
00600	Prevailing Wage Rates (BOLI) Effective January 1, 2019.....	1
DIVISION 1	GENERAL REQUIREMENTS	
01100	Summary of Work.....	7
01250	Contract Modification Procedures.....	3
01310	Project Management and Coordination.....	6
01330	Submittal Procedures.....	3
01400	Quality Requirements.....	4
01731	Cutting and Patching.....	4
01770	Closeout Procedures.....	3
02080	Asbestos Abatement Procedures.....	12
DIVISION 2	CONTRACT DRAWING	
Diagram A-1	Window Location Abatement Floor Plan	1

Proposed Timetable

Pre-Quote Meeting:	March 22nd, 2019
Quotes Due:	April 4th, 2019
Asbestos Removal:	
Start Date-	June 24th, 2019
Finish Date-	July 16th, 2019

REQUEST FOR QUOTATIONS

Sealed Quotes will be received by Diana McElhinney, Purchasing Services, for South Eugene High School Window Abatement Project 2019 until 2:00pm April 4th, 2019 at the Eugene School District Facilities Management Office, 715 West Fourth, Eugene, Oregon 97402.

Briefly, the work is described as the 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. This project is scheduled to be performed in one mobilization.

Beginning 3-18-19, Quotation Documents may be obtained at the following hyperlink: <http://www.4j.lane.edu/bids/>

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

South Eugene High School Window Abatement Project 2019

A **Mandatory** pre-quote conference and walk-through has been scheduled for March 22nd, 2019 at 10:00am at 400 East 19th Ave., Eugene, Oregon

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

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

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

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

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

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

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

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: 3-18-19

By: Doug Lemonds, Project Designer/Manager
PDR-18-0072

QUOTATION REQUIREMENTS

PART 1 GENERAL

1.1. GENERAL INFORMATION

- A. The term "quoter" shall refer to the firm or individual submitting a quote or quotation.
- B. Quoters are encouraged to visit the site(s) to become familiar with existing conditions. The Owner is not responsible and shall not bear financial burden for oversights made by the Quoter for failure to inspect sites prior to submitting a quote.
- C. In all cases, persons wishing to examine the area of work must sign in at the school office prior to visiting the work area. Prior to leaving the school, sign-out at the office is required.
- D. If access is required at times when the school office is not staffed, contact the Facilities Office, 541-790-7432, for assistance.
- E. The Owner is excise tax exempt. "Goods used hereon are for the exclusive use of this School District." Excise exemption No. 93 740074 F.
- F. Where the term Architect is used in the bidding documents, Contract documents, Addenda, Change Orders or other documents related to this contract, it shall be defined as either "Architect" or "Engineer" or "Consultant" depending upon which design professional has prepared the document in question or which professional is performing the designated task.

1.2. QUOTE PROCEDURES

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

QUOTATION REQUIREMENTS

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

1.3. PERFORMANCE BOND AND PAYMENT BOND

- A. For contracts of \$10,000 or more, the successful Quoter shall be required to provide the Owner with a Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred (100%) of the contract sum. The Surety Company shall meet requirements as specified in the Supplementary Conditions.
- B. The Labor and Material Payment Bond shall contain a clause specifically guaranteeing payment of all sums of money withheld from employees and payable to the Internal Revenue Service; and all contributions or amounts due to the State of Oregon from the General Contractor or subcontractor incurred in the performance of this contract.
- C. The Bond shall be fully executed, payable to the Owner.
- D. The cost of these bonds shall be included in the Quote.
- E. The successful Quoter will be provided with contract forms through the Architect. These forms shall be executed and delivered to the Owner, along with Performance Bond and Labor and Material Payment Bond, within ten (10) days after receiving forms.

1.4. ADMINISTRATIVE RULES

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

1.5. PROTEST OF QUOTE

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

1.6. PROTEST OF AWARD

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

1.7. FINAL AWARD

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

1.8. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK

- A. The allowance for the combined overhead and profit included in the total net cost to the Owner shall be based as follows:
 1. For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
 2. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
 4. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
 5. Itemize costs to include breakdown for materials and labor, overhead and profit.

QUOTATION REQUIREMENTS

6. A change to the work providing a net CREDIT to the Owner shall include a credit for overhead and profit based on the following schedule:
- a. For the Contractor, 5 percent of the Cost to be credited.
 - b. For each Subcontractor, 5 percent of the Cost to be credited.
 - c. For each Sub-subcontractor, 5 percent of the cost to be credited.
 - d. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.
7. Change Request/Proceed Order forms shall be furnished by the District.

END OF QUOTE REQUIREMENTS

CHANGE REQUEST/PROCEED ORDER

QUOTATION REQUIREMENTS

**2018-2023 Capital Improvement Program
Eugene School District 4J**

.....
CHANGE REQUEST NOTICE

Change Request No.: _____
Project No.: _____ Contract No.: _____ Date: _____
Project Title: _____
Contractor: _____

1. REQUEST INFORMATION

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

2. DESCRIPTION

Describe changes: _____

Describe affected work: _____
List plan and spec sections: _____
Describe impacted activities: _____
Comment: _____

3. DATES

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

4. RECOMMENDATION (cost and time) _____

.....
PROCEED ORDER

PROCEED ORDER NO.: _____ Date: _____

1. PAYMENT/COST

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

2. MISCELLANEOUS

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

3 CHANGE REQUEST ACCEPTED BY:

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

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

END OF SECTION 00020

QUOTATION FORM

Quotation for: **South Eugene High School
Window Abatement Project 2019
CIP #420.660.033**

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

Due Date: **04-04-19**
Time: **2:00pm**

From: _____
(Company Name)

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

BASE QUOTE:

Briefly, the work is described as removal and disposal of 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.

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

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

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

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

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

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

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

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

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

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

Names of Firm: _____ TIN#: _____

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

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

QUOTATION FORM

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

Official Capacity: _____ CCB # _____

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

SEAL (If Corporation)

_____ Corporation
Partnership
Individual

NON-DISCRIMINATION REQUIREMENT

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

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

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

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

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

I state that:

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

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

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

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

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

(Authorized Signature)

Sworn to and subscribed before me this

____ day of _____, 200

(Notary Public for Oregon)

My Commission Expires: _____

END OF QUOTE FORM