



Project Manual

Kennedy Middle School Asbestos Abatement Remodel Project 2021 Lane County School District 4J Eugene Public Schools

Eugene, Oregon

**Return by: Tuesday, January 12, 2021
2:00 p.m.
Electronic Quotes Only**

**Date Issued: December 23, 2020
Project No. 461.545.003**

Project Manual Table of Contents
Project No. 461.545.003
Eugene School District 4J
Kennedy Middle School
Asbestos Abatement Remodel Project 2021

DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS	Pages
00001	Table of Contents.....	1
00010	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 July 1, 2020.....	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	Asbestos Abatement Plan	1

Proposed Timetable

Pre-Quote Meeting: December 29, 2020

Quotes Due: January 12, 2021

Base Quote Asbestos Removal:

Start Date- June 23, 2021

Finish Date- July 06, 2021

Alternate #1 Asbestos Removal:

Start Date- April 05, 2021

Finish Date- April 19, 2021

REQUEST FOR QUOTATIONS

Electronic Quotes will be received by Diana McElhinney, CIP Management Assistant, for the **Kennedy Middle School Asbestos Abatement Remodel Project 2021**. Quotes are due at 2:00 p.m. Tuesday, January 12, 2021, via email to: cip@4j.lane.edu. Submitters are encouraged to send a test email to the email address above to ensure they have it correct and that we receive it accordingly. For purposes of receipt time, the sent timestamp from the Submitter's email account will be used and an email receipt confirmation will be sent to submitter.

Briefly, the work is described as the removal and disposal of asbestos containing flooring, and countertop/backsplash material at Kennedy Middle School. Also, the removal and disposal of selective non-asbestos interior building materials. This project is scheduled to be performed in one mobilization.

Beginning 12-23-20, Quotation Documents may be obtained at the following hyperlink:
<http://www.4j.lane.edu/bids/> Hard copies are not provided by the School District.

All quotations must be submitted on the form provided and emailed to cip@4j.lane.edu.

A **Mandatory** pre-quote conference and walk-through has been scheduled for Tuesday, December 29, 2020 at 11:00 a.m. at Kennedy Middle School, 2200 Bailey Hill Road., Eugene, Oregon 97405.

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: 12-23-2020

By: Diana McElhinney, CIP Management Assistant

Published: ORPIN

4J Website: <http://www.4j.lane.edu>

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" or "School District Asbestos Designer" 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

**2019-2023 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: **Kennedy Middle School
Asbestos Abatement Remodel Project 2021
CIP #461.545.003**

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

Due Date: **01-12-21**
Time: **2:00 p.m.**

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 the removal and disposal of approximately 1,390 sq. ft. asbestos containing flooring material/mastic and the removal and disposal of approximately 370 sq. ft. of asbestos containing Colorlith countertops/back splashes. The work also includes the selective removal and disposal of identified interior building materials on ACAD drawing A-1. Friable asbestos removal to be completed within a negative pressure enclosure with three chamber decon and a two chamber bag-out (if applicable). 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.

ALTERNATE QUOTE

The Undersigned proposes to adjust the Base Quote indicated above the items of work relating to the following Alternates as described in the Project Manual.

ALTERNATE NO. 1:

Perform all Base Quote scope of work items with the alternate project schedule provided in the Summary of Work Section 01100, Section 1.4, Work Sequence.

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.

QUOTATION FORM

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: _____

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)

QUOTATION FORM

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

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

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

I state that:

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

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

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

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

(Authorized Signature)

Sworn to and subscribed before me this
_____ day of _____, 200

(Notary Public for Oregon)

My Commission Expires: _____

END OF QUOTE FORM

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

This Construction Contractor Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

1. **DECLARATION OF INDEPENDENT CONTRACTOR:** CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.
2. **CONTRACTORS' REGISTRATION:** The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTORS' Board.
3. **RESPONSIBILITY TEST:** CONTRACTOR certifies that the contractor: a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the Owner.
4. **PERMITS, FEES AND NOTICES:** The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract.

The DISTRICT will pay for the plan check fee, basic building permit fee, and systems development charges directly to the authority having jurisdiction. The CONTRACTOR shall secure and pay for all other permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. Contractor to notify the following agency at least ten (10) days prior to beginning work and pay all applicable fees.

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

5. **USE OF SITE:** Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.
6. **BACKGROUND/FINGERPRINTING PROCESS--** Individuals with whom the District contracts with, or any employee, agent, subcontractor or provider who will have direct, unsupervised contact with students, shall be required to submit a 4J Volunteer Background check and undergo a state nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$59.00 and outside fingerprinting vendor \$12.50). 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/> and follow the process. **Note:** Individuals that have previously been through this process with another Oregon school district may submit verifying documentation.
7. **SMOKING, DRUG AND ALCOHOL POLICIES:** Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the

drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

8. POTENTIALLY HAZARDOUS PRODUCTS: The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

MSDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.

Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The contractor is to construct and maintain appropriate barriers.

9. ASBESTOS CONTAINING MATERIALS: Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

10. SAFETY REQUIREMENTS: Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

11. ELECTRICAL 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.

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. PREVAILING WAGE RATES: Each worker in each trade or occupation employed in the performance of this Contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the Work on the Contract must be paid the applicable prevailing rate of wage.

- a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate.
- b. The Owner shall pay to the Commissioner of the Bureau of Labor and Industries a fee equal to one tenth of one percent (.001) of the contract price, but no less than \$250 nor more than \$7,500, regardless of the contract price; the fee shall be paid upon completion of contract documents between Owner and Contractor ; the fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, #1045, Bureau of Labor and Industries, 800 NE Oregon Street , Portland, OR 97232.
- c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):
 - .1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or

subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

.2 If the Contractor does not file certified payroll as required (at least once per month) the Owner will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.

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

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

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

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

- d. For every bid \$100,000 or greater, all Contractors and Subcontractor shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.
- e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

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

- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

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

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit any operation and maintenance information required by technical specifications.
- d. Submit any as-built drawings or other as-built documentation required by technical specifications.
- e. Submit AIA Document G707 Consent of Surety Company for final payment.
- f. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
- g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
- h. Certificate of Insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods
- i. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- j. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

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

The CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for

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

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

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

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

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

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

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

35. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

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. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK:** The allowance for the combined overhead and profit included in the total net cost to the DISTRICT shall be based as follows:
- a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.
 - b. For the CONTRACTOR, for work performed by the CONTRACTOR, 15 percent of the amount due the CONTRACTOR.
 - c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
 - d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
 - e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
 - f. Itemize costs to include breakdown for materials and labor, overhead and profit.
 - g. A change to the work providing a net CREDIT to the DISTRICT shall include a credit for overhead and profit based on the following schedule:
 - 1. For the Contractor, 5 percent of the Cost to be credited.
 - 2. For each Subcontractor, 5 percent of the Cost to be credited.
 - 3. For each Sub-subcontractor, 5 percent of the Cost to be credited.
 - h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.
- 44. DEBARMENT CERTIFICATION:** The contractor/Vendor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the Eugene 4J School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

END OF TERMS AND CONDITIONS

Revised 1/4/18
Agree3.doc

DOCUMENT 00500-- 7

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

Date

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

1. CONTRACTOR is identified as follows:

Firm Name: **XXXXXXXXXXXXXXXXXXXXXXXXXX**
Contractor's Representative: **XXXXXXXXXXXXXXXXXXXX**
Address: **XXXXXXXXXXXXXXXXXXXX**
City/State/ZIP: **XXXXXXXXXXXXXXXXXXXX**
Business Tele: **XXX.XXX.XXXX** FAX: **XXX.XXX.XXXX** e-mail: **XXXXXX@XXXXXXXXXX**
Social Security Number: _____ or Federal Employer ID: **XX-XXXXXXX**
Type of Entity: Sole Proprietorship Partnership Corporation

2. SERVICES TO BE PROVIDED:

Work as described in Request for Quotation, "XXXXXXXXXXXXXXXXXXXXXXXXXXXX".

3. DISTRICT'S REPRESENTATIVE: **XXXXXXXXXXXXXXXXXXXX**

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 **upon execution of this agreement and receipt of a Notice to Proceed from Owner. Perform work in order to achieve Substantial Completion as soon as possible before XXXX, XX, XXXX.**

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum **for the Base Quote work of XXX Thousand, XXXXXX Hundred and XXXX Dollars and no/100 Cents (\$XXXX.00)** for work described herein.

A Purchase Order subsequent to this agreement will be issued for the Contractor to bill against.

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 and Drawings and Specifications listed below:

Attachment "A": Section 00 50 10 Construction Contractors Agreement Terms and Conditions dated XXXX XX, XXXX.

Attachment "B": XXX

The Prevailing Wage Rates dated (Current date) including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries apply to this project, and can be viewed on line at www.oregon.gov/BOLI/WHD/PWR.

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

9. SIGNATURES:

CONTRACTOR

Date

DISTRICT

Date

PREVAILING WAGE RATES

PART 1 – GENERAL

1.1 PREVAILING WAGE RATES

- A. The “Prevailing Wage Rates” dated July 1, 2020, 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 and can be viewed on line at www.oregon.gov/BOLI/WHD/PWR.

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:
- B. Briefly, the work is described as the removal and disposal of approximately 1,390 sq. ft. asbestos containing flooring material/mastic and the removal and disposal of approximately 370 sq. ft. of asbestos containing Colorlith countertops/back splashes. The work also includes the selective removal and disposal of identified interior building materials on ACAD drawing A-1. Friable asbestos removal to be completed within a negative pressure enclosure with three chamber decon and a two chamber bag-out (if applicable). This project is scheduled to be performed in one mobilization. Contractor responsible for verifying all field measurements and disposal of material.
 - 1. Project Location: Kennedy Middle School, 2200 Bailey Hill Rd., Eugene OR 97405.
 - 2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.
- C. Architect Identification: The Contract Documents, dated **12-23-20**, were prepared for Project by Eugene School District 4J, Doug Lemonds Cert., #PDR-20-0072A.
- D. Project Manager: Doug Lemonds has been appointed by Owner to serve as Project Coordinator.
- E. If suspect asbestos-containing materials are identified by the Contractor and are not identified in the abatement scope of work, the Contractor shall immediately report the discovery to the Owner. Also, the Contractor is not authorized to collect or analyze bulk samples from the Owner's property, unless written permission has been given by the School District's LEA or Safety Specialist.

1.3 CONTRACT

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

1.4 WORK SEQUENCE

- A. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
- B. Perform work under the following schedule for this project in order to achieve Substantial Completion.

SUMMARY OF WORK

- C. ASBESTOS REMOVAL: **Base Quote - Start Date: June 23, 2021 – Finish Date: July 06, 2021.**

Perform work in order to achieve **Substantial Completion by July 06, 2021.**

ASBESTOS REMOVAL: **Alternate #1 – Start Date: April 05, 2021 – Finish Date: April 19, 2021.**

Perform work in order to achieve **Substantial Completion by April 19, 2021.**

- 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.~~

SUMMARY OF WORK

~~2. The Schedule of Products Ordered in Advance is included at the end of this Section.~~

1.9 OWNER-FURNISHED PRODUCTS – N/A

1.10 MISCELLANEOUS PROVISIONS

A. 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/>. Note: If an employee, agent or subcontractor of a contractor has been previously fingerprinted at another Oregon school district, there are forms (obtained through the District) to replace the fingerprinting process and no fees are incurred.

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.

SUMMARY OF WORK

5. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
 6. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
 7. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
 8. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.
- F. COMMUNICATIONS REGARDING UNSAFE PRACTICES
1. Upon perceiving a problem, the District will immediately communicate the concern to the Contractor or Contractor's representative on the work site.
 2. If agreement on correction of unsafe conditions cannot be reached, the concerns of the District shall prevail and safety concerns shall be addressed in accordance with the District requirements.
- G. ELECTRICAL PANELS - LOCKOUT/TAGOUT
1. Contractor shall implement a Lockout/Tag-out program for his employees who take equipment out of service or place equipment back into service. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437, Division 2, Subdivision J, General Environmental Controls Lockout/Tag-out (1919.147), or latest edition.
- H. 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 SDS 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

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MINOR CHANGES IN THE WORK

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

1.4 CHANGE REQUEST/PROCEED ORDER (CONSTRUCTION CHANGE DIRECTIVE)

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

CONTRACT MODIFICATION PROCEDURES

1. Change Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Change Request after receipt of Change Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a complete cost breakdown including a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- E. Contractor-Initiated Requests: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.
1. Changes requested by the Contractor will be authorized only by signature of the Owner on the prescribed. Do not proceed with any changes without this authorization.
 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 5. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
 6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- F. Change Request Form: Use forms provided by Owner. Sample copies are included in Division 0, Document 00020—4.

1.5 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

CONTRACT MODIFICATION PROCEDURES

END OF SECTION 01250

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

PROJECT MANAGEMENT AND COORDINATION

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

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

1. Attendees: Owner's Project Manager, Architect, and their consultants, as required; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following (see sample agenda at the end of Part 3):
 - a. Introduction of persons present.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Communications.
 - j. Role of District's Project Manager.
 - k. Submittal procedures, including MSDS information.
 - l. Use of the premises and existing building.
 - m. Work hours and restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Parking availability.
 - q. Safety and first aid.
 - r. Security.
 - s. Progress cleaning.

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

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

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

- ~~1. Attendees: In addition to the Owner's Project Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these~~

PROJECT MANAGEMENT AND COORDINATION

~~meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.~~

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PROJECT MANAGEMENT AND COORDINATION

PRECONSTRUCTION CONFERENCE AGENDA

Eugene School District 4J

Kennedy Middle School Asbestos Abatement Remodel Project 2021.

AGENDA

1. Introduction of Persons Present
 - District 4J
 - Consultants
 - Contractor (including job foreman)
 - Subcontractors

2. Availability of Contract Documents

3. Building Permit Status
 - Plan check and Building Permit paid by District
 - Pick up Permit at City of Eugene by Contractor
 - Location of site stored approved contract documents
 - Utility permits
 - LRAPA Permit

4. Prevailing Wage Requirements
 - Submittal schedule
 - Conformance with requirements

5. Communications
 - Notification of problems

6. Role of District's representative
 - Limits of authority
 - Visitation schedules

7. Work Description and Schedule
 - General work description
 - Proposed start date: _____
 - Proposed completion date: _____
 - Proposed project schedule and phasing
 - Progress schedule updates
 - Methods to be employed to maintain schedule
 - Work requiring Shop Drawings or submittals shall not commence until review is complete.

8. Submittals Required per Contract Documents
 - Legible copies of MSDS sheets for all products the Contractor intends to use on this Project.
 - Written proof of Asbestos Worker Certification
 - Name, Experience and Qualifications of Asbestos Supervisor
 - Copy of Contractor's Asbestos Abatement License
 - Written emergency control and clean-up plan to be followed by the Contractor in the event of fiber counts in excess of those specified.

PROJECT MANAGEMENT AND COORDINATION

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

PROJECT MANAGEMENT AND COORDINATION

- 15. Clean-up Daily
 - Project completion

- 16. Project Closeout
 - Inspections for
 - Air Clearance
 - AHERA Closeout Requirements
 - Substantial completion
 - Contractor provided list of items to be completed
 - Inspection with job foreman
 - Final Acceptance
 - Written notice from Contractor that all work is done and ready for inspection
 - Inspection with job foreman
 - Responsibility for cost of additional inspections
 - Submittals for Closeout
 - Final application for payment
 - Final set of wage certifications
 - Release of liens from all Subcontractors and General Contractor

- 17. Tour of Project Sites to Examine and Document Existing Conditions

- 18. Additional Comments

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

Date:

A/E Firm:

Contractor:

Subcontractors:

END OF SECTION 01310

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Related Sections include the following:
 1. Division 1 Section 001310 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 2. Division 1 Section 01400 "Quality Requirements" for submitting test and inspection reports and for mockup requirements, if any.
 3. Division 1 Section 01770 "Closeout Procedures" for submitting warranties.

1.3 SUBMITTALS PRIOR TO COMMENCING WORK

- A. Insurance: Written proof that the Contractor carries the insurance required.
- B. Written proof that all employees are AHERA certified and Oregon State certified Full-Scale Asbestos Workers. Proof shall include copies of both sides of each Workers' Oregon State Asbestos Removal and Supervisor cards. All cards must be current.
- C. The name and resume of experience of the assigned on-site Supervisor. At a minimum, the supervisor shall have completed a DEQ Asbestos Supervisor Course as approved by the State of Oregon. Other criteria, such as references and similar projects, shall be included for review. At the School District's option, the School District may arrange an oral interview with the Asbestos Supervisor. **The School District reserves the right to reject the Supervisor at any time during the project.** The Contractor shall then assign another on-site Supervisor for the District's approval as described above.
- D. Written proof that the asbestos abatement contractor is currently, and for the duration of the project, licensed in the State of Oregon to perform asbestos abatement, per ORS Chapter 701 and ORS 340, Division 23.
- E. A written emergency control and clean-up plan to be followed by the Contractor in the event that fiber counts are in excess of those specified in Section 02080.
- F. A written respiration program in compliance with all parts of OSHA Asbestos Regulations CPR Title 29, Part 1910, Section 1910.1001.
- G. Information pertaining to the proposed Air Monitoring Program for this Project. This information shall include name(s) of on-site Monitoring Technician(s), types of equipment sampling procedures, calibration record-keeping, and the Testing Laboratory to be used. Provide written proof that Testing Laboratory, laboratory personnel, analytical procedures, and quality control procedures are in compliance with CFR 29, Section 1926.58, including Appendices A and B.

SUBMITTAL PROCEDURES

- H. Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI Z9.2.
- I. Written medical exam program per OSHA Asbestos Regulations CFR Title 29, part 1926.58.
- J. Copy of Notice of Intent to Encapsulate or Remove Asbestos, submitted to Lane Regional Air Pollution Authority with evidence of payment of fees.
- K. Legible copies of SDS sheets for all products the Contractor intends to use on this Project.
- L. Written proof that all required permits and arrangements for transport and dispose of asbestos-containing or contaminated materials have been obtained and materials will be disposed of at a site approved by EPA and other governmental agencies having jurisdiction.
- M. Schedule for asbestos abatement showing decontamination procedures, plans for construction and location of decontamination enclosure systems, negative pressure fans, etc., in compliance with these Specifications and all applicable regulations. Schedule shall show systematic flow of work throughout the facility on a day-by-day, room-by-room or area-by-area basis. Closely coordinate the work with the District.

1.4 SUBMITTALS FOLLOWING COMMENCEMENT OF WORK

- A. Information required above regarding any new asbestos workers hired by or subcontracted to, the Contractor before any new asbestos abatement workers begin work.
- B. Any amendments to the original LRAPA notification.
- C. Written identification to the District of any subcontractors or major suppliers.
- D. Air Monitoring test results for the previous day's work, submitted on a daily basis.
- E. On a Weekly basis:
 - 1. Copies of work-site entry logs.
 - 2. Logs documenting filter changes on respirators, HEPA vacuums, and air filtration machines.
 - 3. Daily logs filled out by the on-site Supervisor.

1.5 FINAL SUBMITTALS

- A. Submit a summary of all abatement activities, outlining any changes from the original Scope-of-Work or problems encountered in completing the Work. Include the start and completion dates along with copies of all required submittals. Submit copies of all amended LRAPA notifications, all Asbestos Waste Shipment Records, completely filled out and signed as required by LRAPA, along with tickets or receipts from the disposal site, worker certifications for all workers who were involved with the Project, and all air monitoring data. Summary of Abatement Activities with Submittals, Worker and Supervisor Certifications for all workers on the Project, Air Monitoring Data, Complete list of Contractor and all Subcontractors with address, phone numbers, and work numbers.

SUBMITTAL PROCEDURES

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01330

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 AIR MONITORING BY CONTRACTOR

- A. An Independent Testing Laboratory shall be retained by the Contractor. All air monitoring analysis shall be performed by an Air Monitoring Technician. The Technician must be experienced and trained in asbestos sampling and analysis. At a minimum, documentation of prior asbestos sampling and analysis experience, plus satisfactory completion of the NIOSH 582 course or equivalent formal asbestos education, will be required. Air sample collection may be

QUALITY REQUIREMENTS

performed by an Air Monitoring Technician or the Contractor's foreman at the Contractor's option.

- B. Documentation shall be kept for each filter sample procured as to worker sampled, work area location, date and time taken, volume of air drawn through filter, pump identification number and calibration. Documentation shall indicate in what areas tests were taken and shall clearly indicate the specified maximum allowable fiber levels for each area tested. Report all data on copies of "Asbestos Air Sampling Data Form" bound in these Specifications or similar form. Fill in all information on every form. Submit chain-of-custody records along with all samples.
- C. The samples shall be collected on 25 mm filters and analyzed within 12 hours using the membrane filter method at 400-500x magnification with phase contrast illumination--NIOSH Analytical Method No. 7400--for laboratory and field analysis. The analyst shall sign and submit permanent records of all samples analyzed directly to the Project Designer. The Independent Testing Laboratory shall seal the unused portion of all filters in airtight containers so that individual samples can be reanalyzed at a later date if necessary. The containers shall be clearly labeled with Project Name and Sample Number and shall become property of the School District at work completion at the School District's request.
- D. The Contractor's testing laboratory shall submit sample analysis results to the Project Designer verbally within 18 hours from the time of collection and written within two weeks including chain-of-custody and equipment calibration records.
- E. Contractor's Sampling During Abatement:
 - 1. Air monitoring shall be performed to provide the samples during the period of asbestos abatement in each work area. Sampling shall begin when asbestos removal commences, and performed during each 8-hour work shift until abatement is complete in that work area.
 - 2. The Contractor shall determine which worker(s) in each work area is likely to be experiencing the most severe exposure. This is the "Most Contaminated Worker(s)". 8-hour TWA and 30-minute excursion samples shall be collected on this worker(s). This worker shall wear a personal sampling pump and the sample shall be drawn from the breathing zone of this worker.
 - 3. The number of air samples shall be determined by the Contractor, and may be altered during the project based on work activity and results.
 - 4. The maximum allowable fiber levels shall be as determined by the Project Designer based on the respiratory protection being utilized.
- F. Contractor shall notify the Lane Regional Air Pollution Authority (LRAPA) of air monitoring clearance results as supplied by Air Monitoring Firm. Notification shall be within 30 days after monitoring procedures were performed in accordance to LRAPA 43-015-7.D.

1.5 AIR MONITORING BY OWNER

- A. The School District will retain an experienced Air Monitoring Firm to collect and analyze asbestos air samples. Documentation of sample results will be forwarded to the Contractor as appropriate to regulatory requirements.
- B. Samples analyzed by Phase Contrast Microscopy will use NIOSH Analytical Method No. 7400. Samples analyzed by Transmission Electron Microscopy will use the AHERA methodology, 40 CFR Part 763.
- C. School District's Air Sampling During and After Abatement:

QUALITY REQUIREMENTS

1. Air Sampling Table is to be used as a guide. The School District's Project Designer may modify criteria. Modifications to the Maximum Allowable Fiber Count shall be made in writing by the School District.

Type of Sample	Samples per 8-Hour Work Shift	Average Sample Volume in Liters (L)	Approximate Flow Rate	Maximum Allowable Fiber Count (f/cc)
HEPA Fan Exhaust	1 or selected units	400-2000 L	2-10 LPM	0.01 f/cc 0.01 s/cc
Outside of Work Area	1-5	400-2000 L	1 to 10 LPM	0.01 f/cc 0.01 s/cc
Clearance PCM	5	800-3000 L	1 to 10 LPM	0.01 f/cc
Clearance TEM	5	1200-1800 L	2 to 10 LPM	Average of 70s/mm ²

2. To ensure the movement of air and the elevation of any remaining particulates within the work area enclosure while clearance sampling is occurring, the HEPA-filtered exhaust air machine(s) is to be in continuous operation.
3. Analysis of clearance samples shall be by Transmission Electron Microscopy (TEM).
4. If additional sampling is required due to unsatisfactory clearance results, breeches in containment, etc. the Contractor shall bear all associated additional costs, including analysis, air monitoring costs, and shipping costs.
5. The School District reserves the right to monitor Contractor's performance via air samples on abatement, workers, and in the work area in addition to the Contractor's air monitoring.

1.6 QUALITY ASSURANCE

- A. If, at any time during the work, analysis of an air sample taken by the Contractor, School District, or School District's representative, indicates a fiber count in excess of the allowable maximums specified, the Air Monitoring Technician who analyzed the air sample shall immediately notify:
 1. The Contractor's Foreman
 2. School District's Asbestos Project Designer
- B. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall perform the following steps in the order presented, at no additional cost to the School District:
 1. Stop abatement work.
 2. Discuss the fiber count, containment breeches, pressure differential changes, or other potential cause, and the School District. The Project Designer will determine the affected area and affected adjacent areas considered to be contaminated. The Project Designer will determine the actions to be taken by the Contractor at no additional cost to the School District.
 - a. Clean the affected area and the affected adjacent areas. Cleaning shall use wet methods and HEPA vacuuming.
 - b. Resample air until fiber counts are determined to be below one half of the specified maximum levels.
 - c. Secure and repair containment barriers, repair or add equipment.
 - d. Modify work procedures, and make other changes determined to be the possible cause of high fiber counts.

QUALITY REQUIREMENTS

3. Complete every part of the "Fiber Count Above Control Limit Data Form" bound into these Specifications.
4. Carefully resume work under close air monitoring.

1.7 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a written request describing procedures prior to the time cutting and patching will be performed, requesting approval to proceed, for cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of site-exposed elements.
 - 5. Work of Owner or separate contractor.
- B. Include the following information:
 - 1. Identification of Project and CIP number
 - 2. Location and description of the affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work and Products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of Owner or separate contractor.
 - 7. Written permission of affected separate contractor, if any.
 - 8. Date and time work will be executed.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

CUTTING AND PATCHING

1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 2. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or results in increased maintenance or decreased operational life or safety.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

CUTTING AND PATCHING

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.

CUTTING AND PATCHING

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Construction Contractor Agreement, Terms and Conditions.
 - 2. Division 1

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements, including touchup painting.
 - 5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Owner's Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request Re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

CLOSEOUT PROCEDURES

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit the following completed forms, items and documents:
 - a. Summary of Abatement Activities with Submittals.
 - b. Amended LRAPA Notifications.
 - c. Asbestos Waste Shipment Records.
 - d. Worker Certifications for all workers on the Project.
 - e. Air Monitoring Data.
 - f. Keys.
 - g. Testing and Start-Up records.
 - h. Affidavit of Prevailing Wages paid. (If Applicable)
 - i. Complete list of Contractor and all Subcontractors with address, phone numbers, and work.
 - j. Proof of final acceptance and compliance from governing authorities having jurisdiction.
 - k. Completion of Form 01100B
 - l. Consent of Surety Company to Final Payment. (If Applicable)
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Owner's Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request Re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Cost of additional re-inspections by Architect and Owner's Project manager will be deducted from Final Payment to the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

CLOSEOUT PROCEDURES

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General:** Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- C. Comply with safety standards** for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

ASBESTOS ABATEMENT PROCEDURES

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section covers the removal, patching and/or encapsulation of materials that contain, or are suspected to contain asbestos.
- B. See other Sections of these Specifications and EPA, OSHA, and other standards referenced herein, for further information and requirements.

1.02 DEFINITIONS:

- A. Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes encapsulation, enclosure, removal, repair and related activities.
- B. Air Monitoring: Process of measuring the asbestos fiber content of a specific volume of air in a stated period of time.
- C. Air Monitoring Technician: An employee of the independent testing laboratory who is experienced and trained in asbestos sampling and analysis as specified.
- D. Amended Water: Water to which a surfactant (wetting agent) has been added.
- E. Authorized Visitor: The District or its designated representative, or a representative of any regulatory or other agency having jurisdiction over the Project.
- F. Clean Room: Uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and clean protective equipment.
- G. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- H. Disposal: Procedures necessary to transport and deposit the asbestos contaminated material in an approved waste disposal site in compliance with EPA and other applicable regulations.
- I. Enclosures: Procedures necessary to complete enclosure of all asbestos containing material behind airtight, impermeable, permanent barriers.
- J. Equipment Room: Contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- K. Fitting: With regard to pipe insulation, fitting is defined to be any elbow, offset, reducer, valve, union, tee, thermometer, etc., insulated with a different material from the adjacent straight run of pipe.
- L. HEPA Filter: High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

ASBESTOS ABATEMENT PROCEDURES

- M. HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- N. Independent Testing Laboratory: An independent laboratory hired by the Contractor which is AIHA accredited for asbestos analysis and has demonstrated proficiency via the NIOSH PAT and EPA QA programs.
- O. Isolated Work Area: Isolated area of the facility where abatement activities are performed.
- P. Air Filtration Machine: An air purifying fan system located within, or outside, the isolated work area, which draws air out of the work area through a HEPA filter, thus keeping the static air pressure in the work area lower than in adjacent areas and preventing infiltration of contaminated air from work area to adjacent areas.
- Q. Public Area: Any area outside the isolated work area. When work area isolation measures are removed, the work area becomes a public area.
- R. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold running water controllable at the faucet, equipped with water filtration as specified below, and suitably arranged for complete showering during decontamination. The shower room must be separated from the clean room and equipment room by curtained door ways.
- S. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- T. Tack Coat: A coat of penetrating encapsulant applied to all surfaces from which asbestos-containing materials have been removed.
- U. Vacuum Tract Removal: Wetting and pneumatic conveying of loose material through a vacuum hose to a sealed, truck-mounted collection tank specially equipped to prevent escape of fibers.
- V. Wet Cleaning: Process of eliminating asbestos from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.
- W. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room. Each of these rooms is separated from the others by a curtain doorway. The equipment room is separated from the work area by a curtained doorway. The clean room is separated from the public area by a curtained doorway.
- X. Worksite Entry Log: A log kept in the clean room must be signed by everyone entering or leaving the work area.
- Y. Full Scale Supervisor: Per CFR Title 29, Section 1926.58, an employee of the Contractor trained in all aspects of asbestos abatement, whose duties include supervision of the enclosure, entry to and exit from the enclosure, employee exposure monitoring, engineering controls, and employee work practices, respirators, protective equipment, decontamination and hygiene practices.

ASBESTOS ABATEMENT PROCEDURES

1.03 DOCUMENTS INCORPORATED BY REFERENCE:

- A. The current issue of each document shall govern. Where conflict among requirements, or with these Specifications, exists the more stringent requirements shall apply.
1. U.S. Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS). (Code of Federal Regulations Title 40, Part 61, Subparts A and B.)
 2. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" EPA Report Number 560/5-85-024 ("Purple Book").
 3. U.S. Environmental Protection Agency Asbestos Abatement Project. E.P.A. 40 C.F.R Part 763 - Subpart G.
 4. U.S. Environmental Protection Agency Asbestos Containing Materials In Schools Project. E.P.A. 40 C.F.R Part 763 - Subpart E.
 5. U.S. Department of Labor Occupational Safety and Health Administration (OSHA):
 - a. Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos
 - b. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
 - c. Title 29 Code of Federal Regulations Sections 1926.1101, Asbestos
 - d. Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
 - e. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication.
 6. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
 7. American National Standards Institute (ANSI) NY; ANSI Standard z 88.2-1980 "American National Standards Practice for Respiratory Protection," latest edition.
 8. Oregon Administrative Rules Chapter 340, Division 25 Department of Environmental Quality.
 9. Oregon Administrative Rules Chapter 437, Division 115, Asbestos and Division 22.
 10. Uniform Building Code (U.B.C.), latest edition, regulations as applicable.
 11. All related electrical work shall be performed in accordance with the National Electric Code.
 12. All Lane Regional Air Pollution Authorities regulations and rules pertaining to asbestos, including its storage, transportation, and disposal.

ASBESTOS ABATEMENT PROCEDURES

1.04 NOTICES

- A. Not less than ten (10) days before commencing work on each Project, notify the Lane Regional Air Pollution Authority (LRAPA) with copies to the District.

1.05 SUBMITTALS

- A. Submittals are specific in Section 01330. Do not begin work until submittals are complete and pre-abatement air sampling is complete.

1.06 PERSONNEL PROTECTION

A. Training

1. Prior to commencement of Work, all workers shall be trained as specified in Section 01330, Para. 1.3, B & C.
2. The Contractor shall provide and post in the clean room(s) and the equipment room(s), the decontamination, respirator, and work procedures to be followed by the workers.

B. Personnel Protective Equipment for Asbestos Removal in Isolated Work Areas:

1. Work Clothes shall consist of disposable full body coveralls and head and foot covers ("Tyvek" or approved), boots. Eye, hearing, fall protection and hard hats should be available as appropriate.
2. At a minimum, respiratory protection shall consist of disposable cartridge type NIOSH/OSHA approved, full- face-mask, powered air-purifying positive pressure respirators equipped with HEPA filter cartridges (magenta/purple color code). Additional respiratory protection shall be as required by OSHA, and Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 115, Asbestos. No negative pressure respirators will be allowed without District approval.
3. As part of the Contractor's Respiratory Protection Program, all workers shall be provided with a selection of brands and sizes of respirators to choose from. At a minimum, all workers shall be qualitatively fit tested at the time of respirator selection per Oregon OSHA Workers' Compensation Department Rule 22-069 (4) (e) (5) (i) and prior to each day's work.
4. Replacement filter cartridges shall be supplied as required. Cartridges which have become wet or clogged shall be replaced immediately.

C. Worker Decontamination Enclosure System at Isolated Work Areas:

1. The Contractor shall construct a personnel decontamination facility attached to the isolated work area consisting of three chambers and curtained doorways as follows:
 - a. The equipment room shall have a curtained doorway to the work area and to the shower area.

ASBESTOS ABATEMENT PROCEDURES

- b. The shower room shall have two curtained doorways, onto the equipment room and one to the clean room. At least one shower with hot and cold water controllable at the taps shall be installed in this room. The Contractor shall supply and maintain soap, shampoo, and towels at all times in the shower area. Shower waste water shall be filtered promptly to remove all fibers larger than five microns before disposal in the municipal sewer system, or shall be collected and disposed of as asbestos-contaminated material. Water filters shall be disposed of as asbestos-contaminated material. The Contractor shall not allow waste water to accumulate in the shower room.
 - c. The clean room shall consist of a curtained doorway to the shower room and a curtained doorway to the outside. The clean room shall contain a first aid kit, storage for workers and visitors' clothing and shoes, a place to sit down, and the worksite entry logbook. Work, respirator and decontamination procedures and prevailing wage rates shall be conspicuously posted. There shall be a supply of clean protective clothing, respirators and cartridges in the clean room at all times
2. No asbestos abatement work shall occur unless this system is functional, and in good repair.
- D. Worker Protection Procedures in Isolated Work Areas:
1. Each worker shall, upon entering the Job Site; remove street clothes in the clean change room, put on and fit test his respirator, put on clean protective clothing and sign in on the worksite entry logbook before entering the equipment room or the work area.
 2. Workers shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove and store boots and other equipment except respirators; still wearing the respirator proceed naked to the showers; clean the outside of the respirator; tape filter openings, thoroughly shampoo and wash themselves; remove filters, dispose of filters if wet in the container provided for the purpose; and wash and rinse the inside of the respirator.
 3. Following showering and drying off, each worker shall proceed directly to the clean change room and dress in clean clothes and sign out on the worksite entry logbook at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the clean change room, each worker shall put on his respirator, dress in clean protective clothing, and sign in on the worksite entry logbook.
 4. Contaminated work footwear and other equipment shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area.
 5. Workers shall not eat, drink or chew gum or tobacco at the worksite except in the established clean room. Smoking is prohibited.
 6. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated material and until final clean-up is completed.
- E. Access to Isolated Work Area by Others:
1. Except for emergency personnel, limit access to the work area to authorized visitors.

ASBESTOS ABATEMENT PROCEDURES

2. Provide dress and equipment for all authorized visitors, as specified above, up to a maximum of 4 visitors per 24-hour day.
3. All authorized visitors shall be subject to the personal protection provisions specified above, and shall sign in and out on the worksite entry logbook.

F. Emergency Precautions:

1. Establish emergency and fire exits from the work area.
2. Be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination.
3. Notify the local fire department if any fire exits are to be blocked or if sprinkler or fire alarm systems are to be turned off.

G. Building Security and Protection:

1. Post adequate warning signs at designated entrances to work areas as required by EPA and OSHA.
2. Protect all existing fixed equipment, existing building finishes that are to remain, and existing systems and functions from damage during the abatement process. Extra precautions shall be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied at the Contractor's expense.
3. Maintain access and use of existing fire lanes.

1.07 Safety

- A. With regard to the Work of this Contract, the safety of the Contractor's employees, the District's employees, and the public is the sole responsibility of the Contractor.

1.08 Delivery

- A. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.

1.09 Storage

- A. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

1.10 Protection

- A. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with asbestos shall be disposed of in accordance with the applicable regulations.

ASBESTOS ABATEMENT PROCEDURES

1.11 Asbestos abatement subcontractors

- A. Subcontractors employed to do asbestos abatement work shall be bound to all the work and safety standards specified elsewhere in this Specification. Subcontractor's personnel shall be fully trained and supervised by the Contractor during performance of the Work.

PART 2 - PRODUCTS:

2.01 MATERIALS

- A. Plastic Sheet: Plastic sheet polyethylene material sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be as follows:

Application	Thickness
Door, Window & Opening Barriers	6 mil
Wall Barriers	2 layers of 4 mil
Floor Barriers	2 layers of 6 mil
All Others	2 layers of 4 mil

- B. Plastic Bags: Plastic bags shall be 6 mil polyethylene with warning labels per OSHA and EPA regulations.
- C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Minimum of 1.5" wide tape must be used.
- D. Disposal Containers: Disposal containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until. The containers shall be labeled in accordance with OSHA and EPA regulations. Containers must be both air and water tight and have hard top, bottom and sides.
- E. Warning Labels and Signs: Warning labels and signs shall be posted as required by OSHA and EPA regulations.
- F. Solvents: NEUGENIC or Chem Clear or approved. All solvents must be safe to human health and the environment and must have a mild odor approved by the District. The contractor will be responsible for the elimination of any lingering odors resulting from the use of solvents.
- G. Surfactant (Wetting Agent): Surfactant shall consist of 50% polyoxyethelene ether and 50% polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to 5 gallons of water (or as recommended by the manufacturer in the case of an equivalent) to produce amended water.
- H. Encapsulant: Shall be of the bridging or penetrating variety and shall be listed as "satisfactory" by the EPA.
- I. Rewettable Lagging Cloth: 12 oz. glass fabric lagging cloth saturated with dried lagging adhesive. "Dip-Lag" as manufactured by Claremont Co. or approved.
- J. Other Materials: Provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area, and as required to complete the Work as specified.

ASBESTOS ABATEMENT PROCEDURES

2.02 TOOLS AND EQUIPMENT:

- A. Water Sprayer: The water sprayer shall be an airless or other low pressure sprayer for amended water application.
- B. Air Filtration Machines: Air Filtration Machines shall consist of high efficiency particulate air (HEPA) filtration systems. No air movement system or air equipment shall discharge asbestos fibers outside the work area. Each unit shall be capable of at least 1500 CFM under load and shall have at least 2 stages of pre-filtration ahead of the HEPA final filter. Each unit shall be equipped with an elapsed time indicator (hour meter), static pressure gauge with low flow alarm, and be overload protected. All exhaust must be vented to the outside of building.
- C. Water Purifying Equipment: Capable of removing all fibers longer than five microns from water used in abatement work and decontamination showers.
- D. Airless Sprayer: An airless sprayer, suitable for application of penetrating encapsulant material, shall be used.
- E. Vacuum Equipment: All vacuum equipment utilized in the work area shall be high efficiency particulate air (HEPA) equipment, and suitable for wet/dry usage.
- F. Scaffolding: Scaffolding, as required to accomplish the specified work, shall comply with all applicable safety regulations.
- G. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. If equipment is rented, notify rental agency in advance, in writing, of intended use of equipment.
- H. Electrical: Electrical tools, equipment and lighting shall meet all applicable codes and regulations. Ground fault protection, as required by OSHA, shall be in effect at all times. Contractor shall take all additional precautions and measures necessary to insure a safe working environment during wet removal.
- I. Vacuum Truck: If the contractor chooses to use a vacuum truck on this project they must submit written authorization from LRAPA and the Land Fill indicating the vacuum truck meets all applicable standards and is approved for use on this project. The contractor must also submit written approval from the disposal site that the waste will be accepted.
- J. Other Tools and Equipment: Provide other suitable tools for the removal, enclosure, encapsulation, patching, and disposal activities including, but not limited to: hand-held scrapers, wire brushes, sponges, and rounded-edge shovels.

PART 3 - EXECUTION:

3.01 ISOLATED WORK AREA ENCLOSURE:

- A. Work Area Preparation: The following isolation procedures shall be performed in the order in which they are presented.
 - I. Shut down, remove filters and isolate HVAC systems to prevent further contamination and fiber dispersal as necessary. Coordinate with building users and the District prior to shut down.

ASBESTOS ABATEMENT PROCEDURES

2. Seal off openings, including but not limited to doorways, windows, and other penetrations of the work area with plastic sheeting sealed with tape. Seal all walls and ceilings, except openings left for HEPA air purification system, which shall be properly HEPA filtered.
 3. Set up the worker decontamination enclosure system. Once these systems are installed, they shall be utilized in the specified manner for the ingress and egress of all personnel and equipment, except in emergency situations. All personnel shall sign the worksite entry logbook each time they pass in or out of the decontamination enclosure.
 4. Coordinate the shut down, lock out and tag out of electrical and HVAC equipment with the District.
 5. Install air filtration machines to insure lower static pressure in the isolated work area than in surrounding areas. Discharge from air purifying equipment shall be ducted outside the building. Use one or more units of capacity as recommended by the manufacturer for the volume of the isolated work area, but in no case shall air flow be less than one air change every 15 minutes and the manometer reading is maintained at a minimum of 0.02. Column inches of water pressure differential. Air filtration machines shall remain in operation until final clearance samples have been received and containment has been removed.
 6. Pre-clean movable objects, within the work area using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work areas to a temporary location, or consolidate such objects away from removal work and cover with plastic sheeting and tape as specified for fixed objects in 8 below.
 7. Pre-clean fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with minimum 4 mil plastic sheeting sealed with tape.
 8. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the local building or fire department officials.
 9. Adequate portable fire extinguishing equipment shall be maintained within work area as defined by OSHA and/or local fire department officials.
- B. Work Area Maintenance: The Air Monitoring technician shall be responsible for daily reporting of the following to the District:
1. Prior to the first use and at the beginning of each shift during abatement work, enclosures shall be given a complete visual inspection by the shift foreman and Air Monitoring technician. This shall include inspection of the air filtration machines and associated filters. A smoke tube test shall then be made of the worker decontamination enclosure system and other critical areas to verify that the air filtration machines are working properly. Work shall not begin until all defects have been repaired.
 2. Periodic inspections shall be made as required during each shift to assure continued proper functioning of the enclosure and air filtration machines.
 3. The Contractor shall completely clean the decontamination enclosure system at the end of each shift, and the Air Monitoring technician shall verify that this is accomplished.

ASBESTOS ABATEMENT PROCEDURES

3.02 ASBESTOS ABATEMENT:

- A. Isolate and maintain work area as specified.
- B. Pre clean the work area as specified using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, remove items through the decontamination enclosure system and store at another location on site as directed by the District.
- C. Remove asbestos containing materials using the following methods:
 - 1. The asbestos material shall be sprayed with water containing an additive to enhance penetration. A fine spray of this solution shall be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos shall be sufficiently saturated to limit emission of airborne asbestos fibers
 - 2. Remove asbestos material while damp and pack in sealable plastic bags (6 mil minimum thickness). Wash outside surface and place inside a second plastic bag (6 mil minimum thickness) bearing EPA warning label. Place double bagged materials in labeled containers for transport. In lieu of 6ml. polyurethane bags, contractor may use lined cardboard, plastic, or metal drums or cubic yard boxes as allowed by Federal, State, and local regulatory agency.
 - 3. Removal of asbestos containing flooring shall be performed under full negative pressure containment with an attached decontamination facility and utilizing wet methods.
 - 4. After completion of stripping work, all surfaces from which asbestos has been removed shall be brushed and/or wet sponged or cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned shall be kept wet.
- D. Vacuum all walls, ceilings, and floors in the work area to ensure complete removal of all dust and debris that may remain.
- E. Apply a clear penetrating encapsulant to all walls and ceilings following the final visual inspection and approval from the district. **Minimize the amount of encapsulant applied to the floor.**

3.03 AIR SAMPLES

- A. If, at any time during the Work, analysis of an air sample indicates a fiber count in excess of the allowable maximums specified above, the Air Monitoring Technician who analyzed the air sample shall immediately notify.
 - 1. The Contractor's foreman.
 - 2. 4J School District Safety Office Specialist, Doug Lemonds or other authorized district representative at 541-790-7432 or 541-915-9068.
- B. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall:
 - 1. Stop removal work.

ASBESTOS ABATEMENT PROCEDURES

2. Clean the area in which the high fiber count air sample was taken. If air sample was taken outside the isolated work area, evacuate all non-abatement personnel.
3. Resample air until fiber counts are determined to be below specified maximum levels.
4. Recheck work procedures, barriers, equipment, etc., to discover possible cause of high fiber counts.
5. Carefully resume Work under close air monitoring.

3.04 FINAL AIR CLEARANCE TESTING

- A. When the contractor considers the work to be complete, Notify the District Representative in writing. The District Representative will review the work with the contractor and note those areas requiring corrective action. Upon completion, the contractor will again notify the District in writing of completion of work. The District Representative will arrange for final air clearance sampling by an independent air monitoring firm.
- B. Upon the District's receipt of written results indicating that level of airborne asbestos meet the AHERA clearance requirements, the District will provide the contractor with written authorization to remove containment, decontamination chambers, and air filtration machines.
- C. The cost of the first set of TEMs will be paid by the District. Should the TEM result indicate that additional work is required; the Contractor shall perform such work and call for retesting. All costs of second or subsequent TEM tests shall be paid by the Contractor.
- D. The District will make one review for completion. District personnel time required for additional reviews caused by incomplete work shall be paid by Contractor. Costs shall include fringe benefits.

3.05 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS:

- A. When clean-up is complete and final clearance samples are at or below the required AHERA levels and authorized by the District the contractor will:
 1. Remove containment, decontamination chambers, and negative air machines.
 2. Relocate objects moved to temporary locations in the course of the Work to their former positions. Coordinate with the District.
 3. Re-secure objects removed in the course of Work in their former positions, including air dampers in plenums, and adjust for proper operations.
 4. Clean, repair and/or repaint all surfaces soiled, discolored or damaged by removal of tape, adhesive or other Work of this Contract to match adjacent surfaces.

3.06 DISPOSAL:

- A. Warning labels having waterproof print and permanent adhesive, shall be affixed to the lid and sides of all containers. Warning labels shall be conspicuous and legible, and contain the following words:

ASBESTOS ABATEMENT PROCEDURES

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

- B. The Contractor shall determine current waste handling, transportation, and disposal regulations for the Work Site and for each waste disposal landfill. The Contractor shall comply fully with these regulations and all U.S. Department of Transportation, DEQ, MSD EPA requirements. All material in containers shall be delivered to the pre-designated disposal site double bagged for burial. Labels and all necessary signs shall be in accordance with EPA, OSHA, State, and/or local standards.
- C. Decontaminated containers shall be removed from Site as soon as possible. Notify disposal site in advance of delivery of material to assure immediate burial of material.
- D. If bags are broken or damaged, or a container is contaminated, the entire container shall be cleaned and decontaminated, damaged bags shall be placed in undamaged bags before disposal.
- E. Written proof of disposal at approved disposal (waste Shipment records) site shall be submitted to the District prior to final payment.

END OF SECTION 02080