

PROJECT MANUAL

Multisite Track Re-Surfacing 2021

Eugene School District 4J
Eugene, Oregon

CIP No. 410.902/904/901.P0156

Issue Date: April 2, 2021

Prepared By:
Facilities Management
Eugene Public School District 4J
715 West 4th Avenue
Eugene, Oregon



Title Page

PROJECT MANUAL:

Multisite Track Re-Surfacing 2021
Eugene Public School District 4J
Eugene, Oregon

C.I.P. Project No.
410.902/904/901.P0156

OWNERS REPRESENTATIVE:

Michael Heffernan, District Architect 4J
715 West Fourth Avenue
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410.902/904/901.P0156
April 2, 2021

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INVITATION TO BID

Electronic bids will be received by Diana McElhinney, CIP Management Assistant, for the Multisite Track re-surfacing 2021, on Thursday, April 22, 2021 until the Deadlines for Bid Submission: 2:00 p.m. local time. Email electronic bid to CIP@4j.lane.edu. There will not be a public opening, however bid results will be posted on the 4J hyperlink listed below, following the deadline for the submission of bids. Late Bids will not be considered. Bidders 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 bidders email account will be used.

Briefly the work is described as: Preparing, coating and restriping synthetic track surfaces at Churchill, North Eugene and South Eugene High Schools.

Beginning April 2, 2021, Prime Bidders, Sub-bidders, and Suppliers may obtain bidding documents at the following hyperlink: <http://www.4j.lane.edu/bids/>. Hard copies are not provided by the School District. It is the responsibility of all Prime Bidders, Sub-bidders, and Suppliers to obtain Bidding Documents and all Addenda from the hyperlink. **It is important that all bidders correctly indicate all addenda on the bid form.**

A non-mandatory pre-bid conference and walk-through has been scheduled for Thursday, April 8, 2021 at 10:00 am beginning at North Eugene High School track, 200 Silver Lane, Eugene, Oregon, followed by walk-throughs at South Eugene and Churchill. All Prime Bidders wishing to submit a bid are not required to attend this meeting. Statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Pre-qualification of bidders is not required. All questions must be emailed to the Architect by noon Tuesday April 13.

Each Bid must be submitted on the prescribed form and accompanied by an electronic copy of a Surety Bond, Cashier's Check, or Certified Check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount for those items bid upon. Bidders are required to mail by USPS the original Surety Bonds, Cashier's Check or Certified Check and post marked within 3 hours after Bid Due Date of April 22, 2021 @ 2:00 p.m. Mail to Facilities Management, Attention CIP, 715 West 4th Avenue, Eugene, Oregon 97402.

Either with the Bid or within two working hours of the Deadline for Submission of Bids, bidders shall submit via email, to ~~same bid email~~, on the form provided, information regarding first-tier subcontractors furnishing labor or labor and materials, as provided in ORS 279C.370. Bids for which disclosure forms are required, but not submitted, will be rejected.

No bid for a construction contract will be received or considered unless the Bidder 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 OAR 137-049-0230. A license to work with asbestos-containing materials under ORS 468A.720 is not required for this project.

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

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.I 10(4).

School District 4J reserves the right to (1) reject any or all Bids not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of bid opening, (3) Waive informalities in the Bids, and (4) select the Bid which appears to be in the best interest of the District, or (5) Reject any or all bids.

Date: April 2, 2021
By: Diana McElhinney, CIP Management Assistant
Published: Register Guard, Daily Journal of Commerce, and ORPIN (Oregon Procurement Information Network) School District 4J Hyperlink: <http://www.4j.lane.edu/bids/>

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

STANDARD FORM

"Instructions to Bidders" AIA Document A701, 2018 Edition, (by reference) are part of this Project Manual.

END OF DOCUMENT 00 21 13

DOCUMENT 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

The following Supplementary Instructions to Bidders modify, change from or add to AIA Document A701 Instruction to Bidders, 1997 Edition. Where any Article of the Instructions to Bidders is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, paragraph, subparagraph, or clause shall remain in effect.

II 1 ARTICLE 2 BIDDER'S REPRESENTATIONS

A. Add the following subparagraphs to 2.1.3:

2.1.3.1 Bidders are not required to attend any mandatory pre-bid conferences or tours as stated in the Advertisement for Bids. ~~Bidders not attending this pre-bid conference and tour shall be disqualified from bidding.~~ Bidders will be required to sign in at the project site prior to the conference or tour.

2.1.3.2 Bidders 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 Bidder for failure to inspect sites prior to submitting a bid.

2.1.3.3 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.

2.1.3.4 If access is required at times when the school office is not staffed, contact the Facilities Office, 687-3259, for assistance.

B. Add the following paragraph 2.1.5:

2.1.5 The Bidder certifies by signing the Bid that the Bidder has a drug-testing program in place for its employees that includes, at a minimum, the following:

- .1 A written employee drug-testing program,
- .2 Required drug testing for all new Subject Employees, or alternatively, requiring testing of Subject Employees every six months on a random selection basis,
- .3 Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs, and
- .4 Required testing of a Subject Employee when the Subject Employee is involved in: (I) an incident causing an injury requiring treatment by a physician, or (ii) an incident resulting in damage to property or equipment.

A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program". For purposes of this rule an employee is a "Subject Employee" only if that employee will be working on the Project job site; and

That if awarded the Public Improvement Contract, the Bidder will execute a contract in which the Contractor shall represent and warrant to the District that the Qualifying Employee Drug-testing Program is in place at the time of contract execution and will continue in full force and effect for the duration of the Public Improvement Contract; and that the Contract will condition the Agency's performance obligation upon the Contractor's compliance with this representation and warranty; and

That the Public Improvement Contract shall contain Contractor's covenant requiring each subcontractor providing labor for the Project to:

- .1 Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- .2 Require the subcontractor's Subject Employees to participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

1.2 ARTICLE 3 BIDDING DOCUMENTS

A. 3.3 SUBSTITUTIONS

1. Add the following:

3.3.2. I All requests for approval must be submitted in duplicate on "Substitution Request Form". Include a self-addressed stamped envelope. Requests received by Architect less than ten (10) days prior to bid will not be considered.

B. 3.4 ADDENDA

1. Delete paragraph 3.4.1 and substitute the following:

3.4.1 Addenda will be posted on the following hyperlink: <http://www.4j.lane.edu/bids/>

1.3 ARTICLE 4 BIDDING PROCEDURES

A. 4.1 PREPARATION OF BIDS

1. Add the following Paragraphs:

4.1.8 Bidders shall certify to non-collusion practices on the form included as part of the Bid Form, to be submitted with the Bid Form.

.1 A Non-Collusion Affidavit is required for any contract awarded pursuant to the bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids 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 bidder who makes the final decision on prices and the amount quoted in the bid.

.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids 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 bidder with responsibilities for the preparation approval or submission of the bid.

.4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid 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 bid.

4.1.9 Bidders shall certify to non-discrimination in employment practices on the form, included as part of the Bid Form, to be submitted with the Bid Form. By submitting its bid, the Bidder 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.

4.1.10 Bidder shall indicate, on the Bid Form where provided, the bidder's status as a "resident" or "non-resident" in accordance with ORS 279C.365 and ORS 279A.120.

4. 1. 1I First-Tier Subcontractor Disclosure:

.1 Within two working hours after the date and time of the deadline when the bids are due, a Bidder shall electronically submit to the District a disclosure of the first-tier subcontractors that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and will have a contract value that is equal to or greater than 5% of the project bid or \$15,000, whichever is greater, or \$350,000, regardless of the percentage of the total project bid.

.2 The disclosure of first—tier subcontractors shall include the name of each subcontractor, the category of work that the subcontractor would be performing, and the dollar value of each subcontract.

.3 The first-tier subcontractor disclosure applies only to public improvements with a contract value of more than \$100,000.

.4 The District will consider the bid of any contractor that does not submit a required subcontractor disclosure to the District to be a non-responsive bid. A non-responsive Bid will not be considered for Award.

.5 Contractor shall certify that all subcontractors performing Work are registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

B. 4.2 BID SECURITY

1. Delete paragraphs 4.2.2 and 4.2.3 and substitute the following:

4.2.2 Each Bid shall be accompanied by a surety bond, cashier's check, or certified check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount for those items bid upon. Should the Bidder refuse to enter into such Contract or fail to furnish Performance and Labor and Materials Payment Bonds and Certificates of Insurance as required by the Supplementary Conditions within ten (10) working days after contract forms are provided to the Bidder, the amount of the Bid Security may be forfeited to the Owner as liquidated damages, not as a penalty.

. t The Surety Bond shall be written by a Bonding Company authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury List, Department Circular 570, or approved PRIOR TO BID SUBMISSION by the Eugene School District 4J's Risk Manager. The Bond shall be on a AIA Document A310, most current edition. The Attorney-in-Fact who executes the Bond on behalf of the Surety shall affix to the Bond, a certified copy of a power of attorney.

.2 The Owner will have the right to retain the Bid Security of Bidders until either; a) the Contract has been executed and Bonds have been furnished, or b) the specified time has elapsed so that Bids may be withdrawn, or c) all Bids have been rejected.

C. 4.4 MODIFICATION OR WITHDRAWAL OF BID

1. Delete paragraph 4.4.1 and substitute the following:

4.4.1 A Bid may not be withdrawn or canceled by the Bidder following the time and date designated for the receipt of bids to the expiration of a 60 day period. The Bid for that sixty days is irrevocable and each Bidder so agrees in submitting a Bid.

1.4 ARTICLE 6 POST-BID INFORMATION

A. Delete Paragraph 6.1.

B. Modify paragraph 6.3.1 as follows:

In the first sentence delete the phrase "as soon as practicable" and add "within 48 hours."

C. Add the following:

6.3.1.4 Where asbestos abatement is required, Contractor or appropriate subcontractor shall be licensed by the Department of Environmental Quality to perform "asbestos abatement work", per OAR 340-248-0120, Adopted 1/25/90, and meet requirements of AHERA as specified in the Federal Register, 40 CFR part 763. Bidder shall submit evidence of licensing to Owner.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

D. 7.1 BOND REQUIREMENTS

1. Delete paragraphs 7.1.1, 7.1.2 and 7.1.3 and add the following:

7.1.1 Unless otherwise stated in the solicitation document, the successful Bidder shall be required to provide the Owner with a Performance Bond and Labor and Material Payment Bond, each in an amount equal to one hundred (100%) of the contract sum. The Surety Company shall meet requirements as specified in the Supplementary Conditions.

7.1.2 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.

7.1.3 The Bond shall be fully executed, payable to the Owner.

7.1.4 The cost of these bonds shall be included in the Bid.

1.5 7.2 TIME OF DELIVERY AND FORM OF BONDS

A. Delete paragraph 7.2.1 and substitute the following:

7.2.1 The successful Bidder 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.

B. Add the following article:

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 ADMINISTRATIVE RULES

All bidders 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.

9.2 PROTEST OF BID

Protests of bid specifications or contract terms shall be presented to the Owner in writing five (5) calendar days prior to bid 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 bid specifications or contract terms shall be considered after the deadline established for submitting such protest.

9.3 PROTEST OF AWARD

Any actual bidder or proposer who is adversely affected by the Owner's notice of award of the contract to another bidder 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 bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsible bidder or best proposer and must be next in line for award.

9.4 FINAL AWARD

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

END OF DOCUMENT 00 22 13

DOCUMENT 00 41 13
BID FORM

BID FOR: Multisite Track Re-Surfacing
2021 CIP Number
410.902/904/901.P0156

Bids Due: Thursday April 22, 2021
2:00 pm

Submitted to: Facilities Management
Eugene School District 4J
715 West Fourth Avenue
Eugene, Oregon 97402

BASE BID 1:

Churchill High School - Polymer Synthetic Surface Type B

Bid: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all work on or before the dates specified in Section 01 11 00.

BASE BID 2:

North Eugene High School - Polymer Synthetic Surface Type B

Bid: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all work on or before the dates specified in Section 01 11 00.

BASE BID 3:

South Eugene High School — Polyurethane Synthetic Surface Type D

Bid: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all work on or before the dates specified in Section 01 11 00.

BASE BID 4:

Total combined price if all 3 awarded to single bidder.

Bid: _____ \$ _____
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all work on or before the dates specified in Section 01 11 00.

BID SECURITY

Accompanying herewith is electronic Bid Security, which is not less than ten percent (10%) of the total amount of the Base Bid plus additive alternates.

STIPULATIONS

The undersigned acknowledges the liquidated damages provision included in the Supplementary Conditions.

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

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

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

For every Agreement of \$100,000 or greater in value, all Contractors and Subcontractors shall have a public works bond in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), in compliance with ORS 279C.836, before starting work on the project unless exempt. Contractor agrees to provide a copy of the Contractor's BOLI Public Works bond with the signed Agreement as Specified in the Supplementary Conditions.

The undersigned agrees that the Bid Security accompanying this proposal is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and bonds; and that if the undersigned defaults in executing that agreement within ten (10) days after forms are provided or providing the bonds, then the Bid Security shall become the property of the Owner; but if this proposal is not accepted within sixty (60) days of the time set for the opening of bids, or if the undersigned executes and delivers said agreement and bonds, the Bid Security shall be returned.

By submitting this Bid, the Bidder certifies that the Bidder:

- 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 Bidder.

Prior to award of a Contract, the Bidder shall submit appropriate documentation to allow the Owner to determine whether or not the Bidder is "responsible" according to the above criteria.

The contractor agrees with the provisions of Oregon Revised Statutes 279C.505, which requires that the contractor shall demonstrate it has established a drug-testing program for employees and will require each subcontractor providing labor for the Project to do the same.

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

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

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

Name of Firm: _____

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

Telephone Number: _____ Cell Number: _____

Email Address: _____

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

Date Signed: _____

Official Capacity: _____

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

SEAL (If Corporate)

_____ Corporation
_____ Partnership
_____ Individual

Enclosed: Bid Security

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.

FIRMNAME: _____

ADDRESS: _____

TELEPHONE: _____

BY: _____
(Company or Firm Officer)

BY: _____
(Type or Print Name)

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

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

and that 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 bid.

I state that:

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

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

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

(4) The bid 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 bid.

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

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 bidding on any public contract, except as described on the attached appendix.

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

are material and important, and will be relied on by School District 4J in awarding the contract(s) for which this bid 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 4J of the true facts relating to the submission of bids for this contract.

(Authorized Signature)

Sworn to and subscribed before me this _____ day of _____, 2021

(Notary Public for Oregon)

My Commission Expires: _____

END OF BID FORM

DOCUMENT 00 45 22
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT: Multisite Track Re-Surfacing Project 2021
CIP No. 410.902/904/901.P0156

TO: Diana McElhinney, CIP Management Assistant
Eugene School District 4J
715 West Fourth Avenue
Eugene, Oregon 97402

BID SUBMISSION DEADLINE: Date: April 22, 2021
Time: 2:00 pm

SUBMITTAL REQUIREMENTS

Subcontractor disclosure is required on all public improvement contracts greater than \$100,000.

This form must be electronically submitted via **CIP@4j.lane.edu** within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or labor and materials, and that is required to be disclosed, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above listed first- tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- b) \$350,000 regardless of the percentage of the total Contract Price

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone: _____

Signature: _____

END OF DOCUMENT 00 45 22

DOCUMENT 00 52 13

FORM OF AGREEMENT

PART 1 GENERAL

STANDARD FORM

The form of Agreement will be executed on AIA Form A101, Standard Form of Agreement Between Owner and Contractor, 2017 edition.

END OF DOCUMENT 00 52 13

DOCUMENT 00 72 13
GENERAL CONDITIONS

PART I GENERAL

STANDARD FORM

“General Conditions of the Contract for Construction” AIA Document A201, 2007 Edition, immediately following, are part of these Specifications.

CONFLICTS

In the case of conflicts between the “General Conditions” and these Specifications, the Specifications govern.

END OF DOCUMENT 00 72 13

DOCUMENT 00 73 43

PREVAILING WAGE RATES

PART 1 GENERAL

The "Prevailing Wage Rates" dated January 1, 2021, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at www.boli.state.or.us. Click on Prevailing Wages, then PWR Rate Publications, and then Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law).

END OF DOCUMENT 00 73 43

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

Multisite Track Re-Surfacing 2021 Eugene
School District 4J
CIP No. 420.780.762

Project Locations:

South Eugene High School, 400 E. 1st Ave, Eugene, Oregon

North Eugene High School, 200 Silver Lane, Eugene, Oregon.
Churchill High School, 1850 Bailey Hill Rd, Eugene, Oregon.

Briefly the work is described as: Preparing, coating and restriping synthetic track surfaces:

- **Churchill and North Eugene High Schools:** Top Spray Coat B and re-stripe – This includes two saturation spray coats of polymer resin-binder of no less than 0.85 lbs/sq. yrd with 1-2 pallets total of SBR granules broadcast and raked between coats.

- **South Eugene High School:** Top Spray Coat D and re-stripe, Red Track BMSS. This includes two structural spray layers of polyurethane resin-binder over existing track surface at a minimum rate of 1.8 lbs/sq. yrd, total 3.6 lbs/sq. yrd. Two layers applied in opposite directions to achieve uniform coverage and appearance. Allow for 1 hour cure time between applications.

- A. Architect Identification: The Contract Documents, dated March 18, 2021 were prepared for Project by Michael Heffernan, AIA. District Architect 715 W. Fourth Ave. Eugene, Oregon 97403.
- B. Owners Representative: Michael Heffernan, AIA. District Architect

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.
Multisite Track Surface Replacement 2021, Eugene School District 4J, CIP No. 420.780.762
- B. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
- C. Perform work in order to achieve Substantial Completion by:
Monday, July 26, 2021.

Achieve Final Completion within seven (7) days following the dates of Substantial Completion.

- D. USE OF PREMISES

1.4 Work Area Access: Buildings may be occupied during work. Access to the work area will be available.

A

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.
- E. Contractor Staging Areas: Limit staging to areas adjacent to work. Verify locations of staging areas with Owner.
- F. Construction Operations: Limited to areas adjacent to work.

1.5 WORK UNDER SEPERATE CONTRACTS

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

- 1. Replacing turf

Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

FUTURE WORK

- 1. None Listed.

PRODUCTS ORDERED IN ADVANCE

- 1. None Listed

OWNER-FURNISHED PRODUCTS

- 1. None Listed

MISCELLANEOUS PROVISIONS

A. BACKGROUND/FINGERPRINTING

- 1. 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: If an employee, agent or subcontractor of a contractor has been previously fingerprinted at another school district, there are forms (provided by the District) to replace part of this process and no fees are incurred.

B. SEXUAL CONDUCT, SEXUAL HARASSMENT & CHILD ABUSE OF STUDENTS IS STRICTLY PROHIBITED

1. Contractors, their employees, and sub-contractors must report suspected sexual conduct, harassment or abuse immediately to the District. Suspected sexual conduct or harassment – report to: 4J Human Resources, 541-790-7670 or hr@4j.lane.edu.

C. 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.

D. USE OF TOBACCO PRODUCTS

2. Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110.

E. SAFETY REQUIREMENTS

1. Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. Take all reasonable precautions to prevent endangerment or injury. Advise and coordinate operations with the school office.
2. All contractors who perform work on District property, and their employees, are expected to know the District's expectations for safe work and to adhere to those expectations.
3. Contractors are to adhere to the regulations of Oregon OSHA for all projects within the School District.

F. GENERAL SAFE WORK PRACTICES

1. Students, public and school staff shall not be put at risk by the activities of contractors or their employees.
2. Safe vehicle operation rules are to be followed at all times. These include positioning vehicles to minimize the necessity of backing and providing a "spotter", someone who will make sure that people do not run into the path of a vehicle when driving on a playground or field that is occupied by students.
3. Tools shall never be left out when an unsecured work area is vacated.
4. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
5. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
6. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
7. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
8. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.

G. 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.

H. 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.

I. ARC FLASH—ELECTRICAL SAFETY

1. Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

J. POTENTIALLY HAZARDOUS PRODUCTS

1. The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner. Guidelines include the use of materials (adhesives, coatings, carpeting, etc.) which are known to emit little or no airborne pollutants.
2. MSDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required.
3. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.
4. Contractor is to ensure that work area by students and teachers is restricted. The District will provide signage appropriate for this purpose. The Contractor is to construct and maintain appropriate barriers. This shall include provision of physical separation barriers between "construction" and "occupied" spaces.
5. Contractor to adopt means of maintaining the construction space in negative air pressure in relation to occupied spaces.
6. Where there is a new or existing ventilation system in an affected space, the system shall be adjusted to provide the maximum amount of outside air possible with the system.
7. Efforts shall be made to install and operate new ventilation systems as soon in the construction process as practical.

K. ASBESTOS CONTAINING MATERIALS WARNING

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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

PART 5 - ASBESTOS FORMS 01 11 OOA & 01 11 OOB

Form 01 11 00A

ASBESTOS-CONTAINING MATERIALS NOTIFICATION STATEMENT
FOR CONTRACTORS

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

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

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

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

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

Signature of Representative

Date

Work Site

CIP #

Form 01 11 00B

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

SAMPLE FORM
(To be submitted on the Contractor's letterhead)

ASBESTOS-CONTAINING MATERIALS STATEMENT

EUGENE SCHOOL DISTRICT 4J

(Name of Project and CIP Number)

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

(Name of Construction Company)

(Signature and Date)

(Printed Name)

(Job Title)

END OF SECTION 01 11 00

SECTION 01 25 00
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 Unit Prices and Alternates.
 - 2. "General Conditions" for additional requirements for Changes in the Work, Contract Sum, and Contract Time.
 - 3. Division 1 Section 00 11 13 "Supplementary Conditions" for allowable percentages for Contractors' Overhead and Profit.
 - 4. Division 1 Section 01 23 00 "Alternates" for products selected under an alternate.
 - 5. Division 1 Section 01 33 00 "Submittal Procedures" for Schedule of Values requirements.
 - 6. Division 1 Section 01 60 00 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

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 at end of Part 3.
 - 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.

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.
7. Comply with requirements in Division 1 Section 01 60 00 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

F. Change Request Form: Use forms provided by Owner. Sample copies are included at end of Section 3.

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 AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

CHANGE REQUEST/PROCEED ORDER
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 \$ _____

Contractor amount \$ _____

Subcontractor amount \$ _____

Type of payment (LS/T&M) _____

The contract time will be:

() increased () decreased by _____ days

() will remain unchanged

2. MISCELLANEOUS

Subcontractors involved: _____

Major materials: _____

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: _____

SECTION 01 29 00
PAYMENT 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 necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 25 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 3. Division 1 Section 01 77 00 "Closeout Procedures" for coordinating Contract closeout.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Submit the Schedule of Values to Architect and Owner at Preconstruction Meeting and with first pay request and every subsequent pay request in AIA Document G703 Continuation Sheets.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Updating: Update Schedule of Values with the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders issued before last day of construction period covered by application.
 3. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values (draft submitted previously).
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices (if any).
 6. Submittals Schedule (based Architect's list or required submittals).

- E. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements (See itemized list in Section 01 77 00 "Closeout Procedures").
 2. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.
 7. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

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 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 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section 01 73 00 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section 01 77 00 "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.
- B. 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. Preinstallation conferences.
 - 7. Project closeout activities.

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. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated
1. Schedule meeting dates and times with Owner and Architect.
 2. Agenda: Prepare the meeting agenda.
 3. Minutes: Architect will take minutes and distribute within three days.
- B. 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
 2. Agenda: Discuss items of significance that could affect progress, including the following. Minutes: Architect will record and distribute meeting minutes. Statements made by the Architect or Contractor are not binding upon the Contracting Agency unless confirmed by Written Addendum.

PRECONSTRUCTION CONFERENCE AGENDA

Eugene School District 4J
Multisite Track Resurfacing 2013
Date:

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
 - MSDS Information
 - Written proof of Asbestos Worker Certification
 - Name, Experience and Qualifications of Asbestos Supervisor
 - Copy of Contractor's Asbestos Abatement License
 - Other information as required by Section 01 31 00.
 - 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
 - Provide 5 signed and notarized copies
 - Wage certifications to be attached
- 14. Safety and Emergency Procedures
- 15. Clean-up Daily
 - Project completion
- 16. Project Closeout
 - Inspections for
 - Air Clearance
 - AHERA Close out Requirements
 - Substantial completion
 - Contractor provided list of items to be completed
 - Inspection with job foreman

PROJECT MANAGEMENT AND COORDINATION — SECTION 01 31 00

- () 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: _____

C. PROGRESS MEETINGS: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: Owner, architect and contractor's designee.
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.
3. Review Schedule and discuss remedies for work that is behind schedule.
4. Minutes: Architect will record and distribute to Contractor the meeting minutes.
5. 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)

END OF SECTION 01 31 00

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

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 includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.

- B. Related Sections include the following:

1. Division 1 Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
4. Division 1 Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format.

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to proceed to date of Final Completion.
- B. Activities: Treat each floor or separate area as a separately numbered activity for each principal element of the Work
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- D. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section 01 11 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
- E. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section 01 11 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- G. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit as a horizontal bar-chart-type construction schedule within 10 days after the Notice to Proceed.
 1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 2. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 3. Activities: Treat each school as a separately numbered activity for each principal element of the Work.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 4. Distribution: Distribute copies of approved schedule to Architect Owner's Project Manager, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 01 32 00

SECTION 01 33 00
SUBMITTAL 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 includes administrative and procedural requirements for submitting Product Data, Samples, Information Submittals, and other submittals.

- B. Related Sections include the following:

1. Division 1 Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 1 Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 1 Section 01 40 00 "Quality Requirements" for submitting test and inspection reports and for mockup requirements, if any.
5. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties.
6. Divisions 2 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- B. Submittals Schedule: Comply with requirements in Division 1 Section 01 32 00 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow 7 calendar days for review of each submittal package. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of revision in label or title block and clearly indicate extent of revision.

2. Resubmit submittals until affixed with appropriate Architect's review stamp.
- E. Distribution: Furnish copies of reviewed final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction.
- F. Use for Construction: Use only final submittals with mark indicating completeness review taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. Mark each copy of each submittal to show which products and options are applicable.
 2. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. MSDS information, where applicable.
 3. Submit Product Data before or concurrent with Samples.
 4. Number of Copies: Submit the number required by the Contractor plus four (4) copies of Product Data, unless otherwise indicated. Architect will return two copies to Contractor and one to Owner. Mark up and retain one returned copy as a Project Record Document.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section 01 32 00 "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows: "Reviewed = No Comments"; "Reviewed — See Comments"; or "Revise and Resubmit".
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00
QUALITY REQUIREMENTS

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 includes administrative and procedural requirements for Quality assurances, control of installation, tolerances, mockup, and manufacturers' field services and reports.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 1 Section 01 33 00 "Submittal Procedures" for submission of manufacturers' instructions and certificates.
 - 5. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties.
 - 6. Divisions 2 through 49 Sections for specific requirements for submittals in those Sections.

1.3 QUALITY ASSURANCE — CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLARANCES

- A. Monitor Tolerance control of install Products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect. Notify Architect of time and date of manufacturer's on-site field service 10 days in advance of service.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect for information.

PART 2— PRODUCTS

Not Used

PART 3 — EXECUTION

Not Used

END OF SECTION 01 40 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROL

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 includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 11 00 "Summary of Work" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 1 Section 01 77 00 "Execution Requirements" for progress cleaning requirements.
 - 4. Divisions 2 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. (NOT REQUIRED)

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Erect portable fencing as required to protect stored materials and equipment. Provide owners representative with keys to locked enclosures.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Sanitary Facilities: Existing designated facilities may be used during construction operations. Maintain daily in clean and sanitary condition. Provide for portable sanitary services if Owner's existing facilities are not readily available.
- C. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- D. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
 - 1. List of important telephone numbers to be posted:
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Arrange for temporary parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section 01 77 00 "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that

TEMPORARY FACILITIES AND CONTROLS — SECTION 01 50 00

minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 1 Section 01 11 00 "Summary of Work."
- B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- C. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA241.
1. Prohibit smoking in construction areas.
 2. Develop and supervise an overall fire-prevention and protection program for personnel at Project site.
 3. Provide fire extinguishers in close proximity to work, and maintain necessary facilities and equipment to safeguard project against fire damage.
- D. Removal of Utilities, Facilities, and Controls:
1. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.
 2. Clean and repair damage caused by installation or use of temporary work.
 3. Restore existing facilities used during construction to original condition.

END OF SECTION 01 50 00

PRODUCT REQUIREMENTS
SECTION 01 60 00

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 includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 23 00 "Alternates" for products selected under an alternate.
 - 2. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Divisions 2 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Substitution Requests: Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period, in compliance with this Section.
- B. After execution of Agreement, the Owner may, at the Owner's option, consider formal requests from the Contractor for substitution of products for those specified. One or more of the following conditions must be documented:
 - 1. Compliance with final interpretation of code requirements or insurance regulations which require that the use of a substituted Product.
 - 2. Unavailability of a specified Product through no fault of the Contractor.
 - 3. Inability of specified Product to perform properly of fit in designated place.
 - 4. Manufacturer's or Fabricator's refusal or inability to certify or guarantee performance of a specified Product in the application intended.

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

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Submittal Time: Comply with requirements in Division 1 Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS (Not Used)

PART 3 — EXECUTION (Not Used)

SUBSTITUTION REQUEST FORM

TO: _____ DEADLINE: April 13, 2021
 Architect 12 Noon

 Street Address

 City, State Zip Code

PROJECT: Multisite Track Surface Replacement 2021
 CIP #420.780.762
 Eugene School District 4J

ITEM: _____
 Section No. Page No. Paragraph Description

The Undersigned requests consideration of the following substitution:

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

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

Submitted by: _____ Signature: _____

Firm: _____

Address: _____

Telephone: _____ Cell: _____

Date: _____

END OF SECTION 01 60 00

SECTION 01 73 00
EXECUTION REQUIREMENTS

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 includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Protection of installed construction.
7. Correction of the Work.

- B. Related Sections include the following:

1. Division 1 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Division 1 Section 01 77 00 "Closeout Procedures" for Substantial Completion, Final Completion documentation, Warranty submittal, and final cleaning.
4. Division 1 Section 01 78 00 "Closeout Submittals" for Record Documents, O & M Data, Warranties and Bonds.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates.
3. Examine track surfaces for suitable conditions where products and systems are to be installed.

4. Proceed with installation only after unsatisfactory conditions have been corrected.
PROCEEDING WITH THE WORK INDICATES ACCEPTANCE OF SURFACES AND CONDITIONS.

3.2 PREPARATION

- A. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. **Space Requirements:** Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. **Review of Contract Documents and Field Conditions:** Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. **General:** Locate the Work and components of the Work accurately.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Bring any conflicts to the Architect for review.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. **Hazardous Materials:** Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. **General:** Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to applicable regulations.
- B. **Site:** Maintain Project site free of waste materials and debris.
- C. **Work Areas:** Clean areas where work is in progress to the level of cleanliness necessary for safety and proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 73 00

SECTION 01 77 00
CLOSEOUT 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 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. Division 1 Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 1 Section 01 73 00 "Execution Requirements" for progress cleaning of Project site.
3. Division 1 Section 01 78 00 "Closeout Submittals" for Record Documents, O & M Data, Warranties and Bonds.
4. Divisions 2 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. 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.

1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
2. Complete final cleaning requirements, including touchup painting.
3. 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. 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. Reinspection: Request reinspection 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.

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. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims.
 - b. AIA Document G706A Contractor's Affidavit of Release of Liens.
 - c. AIA Document G707 Consent of Surety Company to Final Payment.
 - d. Operation and Maintenance Manuals. (if required)
 - e. Warranties and Bonds. Submit original documents, including Contractor's General Warranty.
 - f. Record Documents. (if required)
 - g. Keys and Badges.
 - h. Testing and Start-Up records. (if required)
 - i. Affidavit of Prevailing Wages paid.
 - j. Complete list of Contractor and all Subcontractors with address, phone numbers, and work..
 - k. Asbestos-Containing Materials Statement (Form 01100B).
 - l. Proof of final acceptance and compliance from governing authorities having jurisdiction. (if required)
 - m. Certificate of insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. (If required)
 6. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 7. Cost of additional re-inspections by Architect and Owner's Project manager may 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.

PART 3 - EXECUTION

3.1 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Include as a tabbed section in the Operation and Maintenance Manual.

FINAL CLEANING

3.2

- 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.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove debris and surface dust from limited access spaces, including roofs and similar spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - g. Remove labels that are not permanent.
 - h. Leave Project clean and ready for occupancy.
 - 2. 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 system. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 78 00
CLOSEOUT SUBMITTALS

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

1.3 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

2.1 PROJECT RECORD DOCUMENTS

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

- 6. Manufacturer's instruction for assembly, installation, and adjusting.
 - B. Ensure entries are complete and accurate, enabling future reference by Owner.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
- 2.2 OPERATION AND MAINTENANCE DATA
- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
 - B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
 - C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
 - D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- 2.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES
- A. For Each Product, Applied Material, and Finish:
 - B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- 2.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS
- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
 - B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
 - C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
 - D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - E. Provide servicing and lubrication schedule, and list of lubricants required.
 - F. Include manufacturer's printed operation and maintenance instructions.
 - G. Include sequence of operation by controls manufacturer.

- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

2.5 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- F. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- G. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01 78 00

SECTION 32 18 23
SYNTHETIC SURFACING AND MARKING

PART 1 - GENERAL

1.01 SCOPE

- A. Furnishing all the required labor, materials, equipment, parts, and supplies necessary for the installation of the running track surface, and painting as specified herein.
- B. All-weather track surfaces are to be installed at all areas where existing synthetic surfaces occur including "D" areas, existing javelin runways, long jump/pole vault runways, high jump and pole vault runways.

1.02 RELATED SECTIONS

- A Section 10 23 00 — "Alternates" for administrative and procedural requirements for alternates.

1.03 STANDARDS

- A. Comply with all pertinent regulations and conform to the standards for track construction as prescribed by the appropriate governing bodies or approved by the NFSHSA, ASBA, or IAAF
 - a. The National Federation of State High School Associations - *Specifications*.
 - b. American Sports Builders Association - *Track Construction Manual*.

1.04 SUBMITTALS

- A. See Section 01 33 00 — Submittal Procedures, for submittal procedures.
- B. Submit a list of previously completed track surfacing installations of the manufacturer and contractor, listing locations, installation dates, and owner representatives address and telephone numbers if requested by Owner.
- C. Submit three (3) copies of manufacturers' product data, including standard specifications and installation guidelines, and Material Safety Data Sheets prior to beginning work.
 - 1. Submit documentation that synthetic running track surfacing material is free of toxic or hazardous substances that exceed the limits set forth by the U.S. Environmental Agency.
- D. Inventory existing track and event markings and submit drawings depicting existing conditions to be re-stripped. Submit detail drawing diagramming all track markings two (2) weeks before beginning painting. Layout of track events shall provide common finish line. Do not begin painting until drawing is approved.
- E. Submit written maintenance manual for product specified and installed upon completion of work. Include repair methods, repair material availability, including detailed breakdown of repair costs.

1.04 QUALITY ASSURANCE

- A. Contractor must demonstrate at least 3 years' experience on similar projects. No subcontractors are permitted in the installation of the synthetic surface.
- B. The installing foreman must have successfully completed at least 5 comparable scale projects using the same products and methods of installation as specified herein.
- C. No all-weather surfacing contractor will be accepted for this Work if it is determined that said contractor is in default of warranty work on any prior projects.

1.05 WARRANTY

- A. The warranty on the all-weather running track surface shall endure for two (2) years from the date of acceptance. This two-year warranty is to be provided directly by the track surfacing contractor to the Owner. Submit certificate of insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty period.
- B. The warranty shall cover defects in materials, excessive color change, excessive wear, paint, and any other feature which is not deemed ordinary wear on a running track.

1.06 PROTECTION

- A. Material and Equipment
 - a. Contractor shall be responsible for material and equipment security.
- B. Finished Surfaces
 - a. Protect adjacent surfaces against damage or defacement by Synthetic Surfacing and any other material or equipment employed.
- C. Traffic
 - a. Prohibit all traffic on all lifts of new surfacing until it has cured, and in no case sooner than 24 hours after completion of work.

1.07 EXTRA MATERIAL

Provide Owner with 10 pounds of repair Rubber Granules and one gallon of Binder Chemical in unopened containers per each site.

1.08 ASBESTOS

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

1.09 APPROVED SYSTEMS

- A. Original installation of all track surfaces were by Beynon Sports Surfaces, Inc, formerly Atlas Track and Tennis; which formed the basis of this specification. This specification is modeled after the L-2000 and BMSS 3.6 track surface systems by Atlas Track and Tennis. New synthetic surfacing materials installed in the maintenance category of this work shall be compatible with existing assemblies specified herein.
- B. Substitutions: See Section 01 60 00 — “Product Requirements” for requirements for substitution requests for materials and/or assemblies prior to Bid.

PART 2 - PRODUCT AND MATERIAL DESCRIPTION

2.01 TYPE 1 - SYNTHETIC RUNNING TRACK SURFACE ASSEMBLIES (Polymer, Black Track)

- A. Assembly shall consists of five (5) layers of rubber and six (6) spray coats of polymeric binder over on existing asphaltic concrete paving surface.
 - a. Only a high quality polymer resin is to be used.
 - b. No epoxies or asphalt products are allowed.
 - c. The color of the surface shall be black.
 - d. The depth shall be a minimum of 3/8 of an inch.
 - e. The installation of the surface shall be a “rake and spray” process.

- B. Rubber shall be specifically graded styrene butadiene rubber (SBR) granules with a controlled gradation between 0.5 mm and 4.0 mm for the base courses, and 0.5 mm and 3.0 mm for the wearing course.
 - a. Dust and rubber particulate smaller than a No. 200 sieve size shall not exceed four percent (4%) of the total rubber.
 - b. The rubber is to be dried to less than 2.5% moisture content, and sealed in bags.
 - c. Rubber shall have a specific hardness of 60 durometer (Shore A).
 - d. The color shall be black.
 - e. No strand rubber allowed within system.

- C. Primer shall be polymer-resin primer, compatible with SBR rubber granules.

- D. Binding agent shall be a polymer resin-binder and contain a minimum of 50% solids.
 - a. All polymer resin-binder will be delivered in new unopened containers, clearly labeled by the manufacturer.
 - b. The use of asphalt emulsion or tack coat is prohibited at any time in the installation, including the primer.
 - c. The polymer resin-binder shall meet the following minimum standards:

1. Polymer Type:	Carboxylate Styrene Butadiene
2. Styrene Butadiene	Ratio: 65/35
3. Total Solids:	50%
4. pH:	.90
5. Viscosity:	200 cps (#2 Spindle @ 20 rpm)
6. Weight/Gallon:	8.35 lbs.
7. Particle Charge:	Anionic
8. Residual Monomer:	0.07% max.
9. Tg Value:	-7C
 - d. Binder shall be compatible with SBR granules, and factory pigmented the same color as the rubber.
 - e. No field mixing of pigment to a neutral colored binder shall be allowed.

- E. Finished installation shall provide a dense, durable, seamless, and resilient finished surface.

202 TYPE 2 - SYNTHETIC RUNNING TRACK SURFACE ASSEMBLIES (Polyurethane, Red Track)

- A. Primers shall be a polyurethane-based primer specifically formulated to be compatible with paved-in-place SBR granules and track surfacing.

- B. Rubber granules for base mat shall be specifically graded styrene butadiene rubber (SBR) granules with a controlled gradation between 0.5 mm and 4.0 mm for the base course.
 - a. Dust and rubber particulate smaller than a No. 200 sieve size shall not exceed four percent (4%) of the total rubber.
 - b. The rubber is to be dried to less than 2.5% moisture content, and sealed in bags.
 - c. Rubber shall have a specific hardness of 60 durometer (Shore A).
 - d. The color shall be black.

- C. Rubber granules for base mat may utilize recycled SBR rubber, processed and chopped to 1-3 mm size, containing less than 1% dust. Color: black.

- D. Binder for the base mat shall be an MDI-based single component polyurethane binding agent. The binder shall have a free TDI monomer level above 0.2% and must be solvent free. Binder must be specially formulated for compatibility with SBR crumb rubber.

- E. Rubber granules for structural spray wearing coats shall be colored ethylene propylene diene (EPDM) synthetic rubber containing a min. 20% EPDM resin, with a specific gravity of 1.55 +/- 0.15 g/cm³. Gradation: 0.5 mm to 3.0 mm. The EPDM rubber shall be red.
- F. Structural spray wearing coating binder shall be an MDI-based single component, moisture cured, 100% solids, and pigmented polyurethane, specifically formulated for compatibility with EPDM granules.
 - a. The polyurethane binder must meet all EPA VOC regulations.
 - b. Binder shall be of adequate viscosity to allow for partial saturation into the existing base mat.
 - c. Pigmented integration in the field shall not be allowed.
 - d. Color: red.

203 MAINTENANCE COATINGS ASSEMBLIES (Polymer and Polyurethane Systems)

For Polymer Resin-binder OR Polyurethane Resin-binder

- A. ~~Type A: Single spray coat of polymer resin-binder over existing track.~~
- B. Type B: Two spray coats of polymer resin-binder plus 1 pallet of SBR rubber over existing track surfaces.
- C. ~~Type C: Top Coat System.~~
- D. Type D: Two structural spray coats of polyurethane resin-binder over existing track surfaces.

PART 3 - EXECUTION

3.01 GENERAL

- A. Cure any new asphalt paving 14-21 days before any surface preparation.
 - 1. Apply the synthetic surfacing materials only during favorable weather conditions. Work is to progress only when adequate curing can be guaranteed by the installer.
 - 2. No application of the surfacing shall be conducted during rainfall, when rain is imminent, when freezing temperatures are forecasted or exist, or when gusting winds are occurring.
 - 3. During surface installation and striping all sprinkler systems must be shut off, or controlled so that no water falls on the track or event surfaces.
 - 4. All materials will be installed in strict compliance with the manufacturer's recommendations.
- B. Thorough drying between each layer is required before successive coats of rubber are applied. "Batching" of the binder and rubber, or "wet spraying" binder and rubber, or other methods used to reduce the number of layers applied are not allowed.
- C. Materials shall be applied in even layers with equipment specifically designed for the installation of resilient surfacing. Allow each layer to cure before a succeeding layer is applied.
- D. During set up, installation and curing, close and secure track areas to eliminate potential damage. Coordinate the discontinuance of all activities at the track and adjacent areas with Owner's representative for the duration of the surface installation.

3.02 SURFACE PREPARATION

- A. The existing surface shall be inspected by the synthetic surfacing contractor for any conditions that would be detrimental to a successful installation of the new synthetic surface. Any deficiencies shall be reported to the Owner's representative prior to the installation of the new surface. Commencing work denotes acceptance of existing conditions.
- B. Complete all minor repairs and patching to existing track surface before proceeding with maintenance coatings. Notify architect for inspection before proceeding with installation.
- C. The entire surface shall be swept, power blown, or high pressured washed to remove all dirt, oil, grease, or any other foreign matter. The surface shall be free from any loose material.

3.03

INSTALLATION OF MAINTENANCE COATINGS (Black and Red Track)

- A. ~~Type A: Single saturation spray coat of polymer resin binder no less than .85 lb per sq. yd.~~
- B. Type B: Two saturation spray coats of polymer resin-binder no less than .85 lb per sq. yd. with one to two pallets of SBR granules broadcast and raked between coats.
- ~~Type C: Top Coat System:~~
 - C. ~~1. Primer coat at .60 lb. per sq. yd.~~
 - ~~2. First layer of SBR granules applied at 1.7 lbs. per sq. yd.~~
 - ~~3. First coat polymer resin binder at .83 lbs. per sq. yd.~~
 - ~~4. Second layer of SBR granules applied at 1.7 lbs. per sq. yd.~~
 - D. ~~5. Second coat polymer resin binder at .83 lbs. per sq. yd.~~
 - ~~6. Completed system will have 3.4 lbs per sq. yd. SBS, 2.28 lbs per sq. yd. binder.~~
- E. Type D: Two applications of structural spray layers of polyurethane resin-binder over existing track surface at a minimum rate of 1.8 lb. per sq. yd. each layer for a total of 3.6 lbs per sq. yd. Apply two layers in opposite directions to achieve uniform coverage and appearance. Allow for 1 hour cure time between applications.
- F. General Installation Guidelines:
- G.
 - 1. All liquid quantities are wet lb., undiluted.
 - 2. All binder is to be sprayed applied at 80 psi and must saturate all sides of the rubber.
 - 3. The SBR shall be applied in such a manner that it is spread evenly and consistently throughout each coat.
- H.

STRIPING

- 3.04 In general, striping is to duplicate the existing striping at each track and field event. Inventory existing track and event markings and submit drawings depicting existing conditions to be re-stripped.

- A. All striping shall be accomplished by experienced personnel specializing in all-weather running track striping.
- B.
- C. Provide lane lines, starting lines, and markings required, and conform to the standards for track construction as prescribed by the NFSHSA, ASBA, or IAAF.
- D. Contractor shall verify with the Owner's representative for exact locations, size, shape, and color of the lines and markings before proceeding with markings and striping.

- E. Calculations shall be made to the nearest 1/100th of a foot.
- F. Angles shall be set by using a transit or theodolite capable of reading direct to 20 seconds.
- G. Measurement shall be made with a steel tape in engineering scale.
- H. Markings shall be clearly identified and color-coded.

3.05 CLEANING

- A. Upon completion of all work, remove all containers, surplus materials, and installation debris. Leave area of work in clean orderly condition.
- B. Including work of other sections, clean, repair, and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section. Surface shall be delivered to the Owner clean, and ready for use.

306 SCHEDULE OF WORK — School, Area, and Installation Type

School	Area (SY)	System
A. Churchill High School	6633	Type B
B. North Eugene High School	6633	Type B
C. South Eugene High School	6633	Type D

END OF SECTION

DRAWINGS



Scope of Work at CHS

1850 Bailey Hill Rd. Eugene, Oregon 97405

- 1. All previously installed synthetic surfacing, including infield runways and remote javelin runways, to receive new track re-surfacing system.
- 2. Clean all surfaces just prior to receiving new surfacing.
- 3. Install track resurfacing system 'B'.
- 4. Install event striping to match existing.

MULTISITE TRACK RE-SURFACING 2021

EUGENE SCHOOL DISTRICT 4J
EUGENE, OREGON

CHURCHILL HIGH SCHOOL

NORTH



3/31/21



Facilities Management
 School District 4J
 715 W. 4th Avenue
 Eugene, OR 97402
 (541) 790-7400

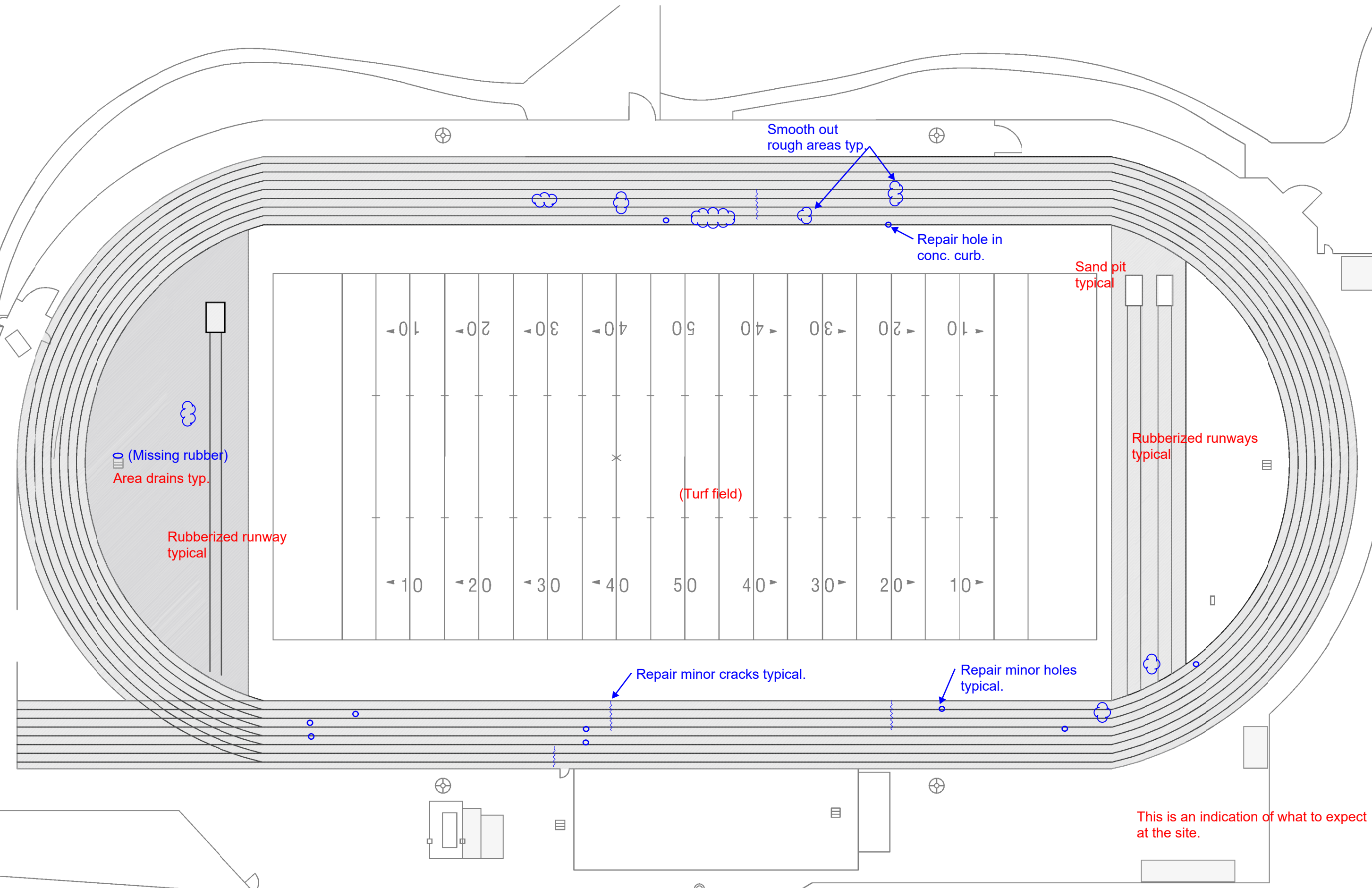
CHURCHILL HIGH SCHOOL
 1850 BAILEY HILL ROAD
 TRACK RESURFACING

DATE: 3/31/21

DRAWN: M. HEFFERNAN

SHEET

Track



This is an indication of what to expect at the site.

Note:
 YES, REMOTE JAVELIN RUNWAY



SITE PLAN
 SCALE: 1"=40'




Scope of Work at NEHS

200 Silver Lane Eugene, Oregon 97404

1. All previously installed synthetic surfacing, including infield runways and remote javelin runways, to receive new track re-surfacing system.
2. Clean all surfaces just prior to receiving new surfacing.
3. Install re-surfacing track system Type B .
4. Install event striping to match existing.

MULTISITE TRACK RE-SURFACING 2021

*EUGENE SCHOOL DISTRICT 4J
EUGENE, OREGON*

NORTH 
3/31/21

NORTH EUGENE HIGH SCHOOL



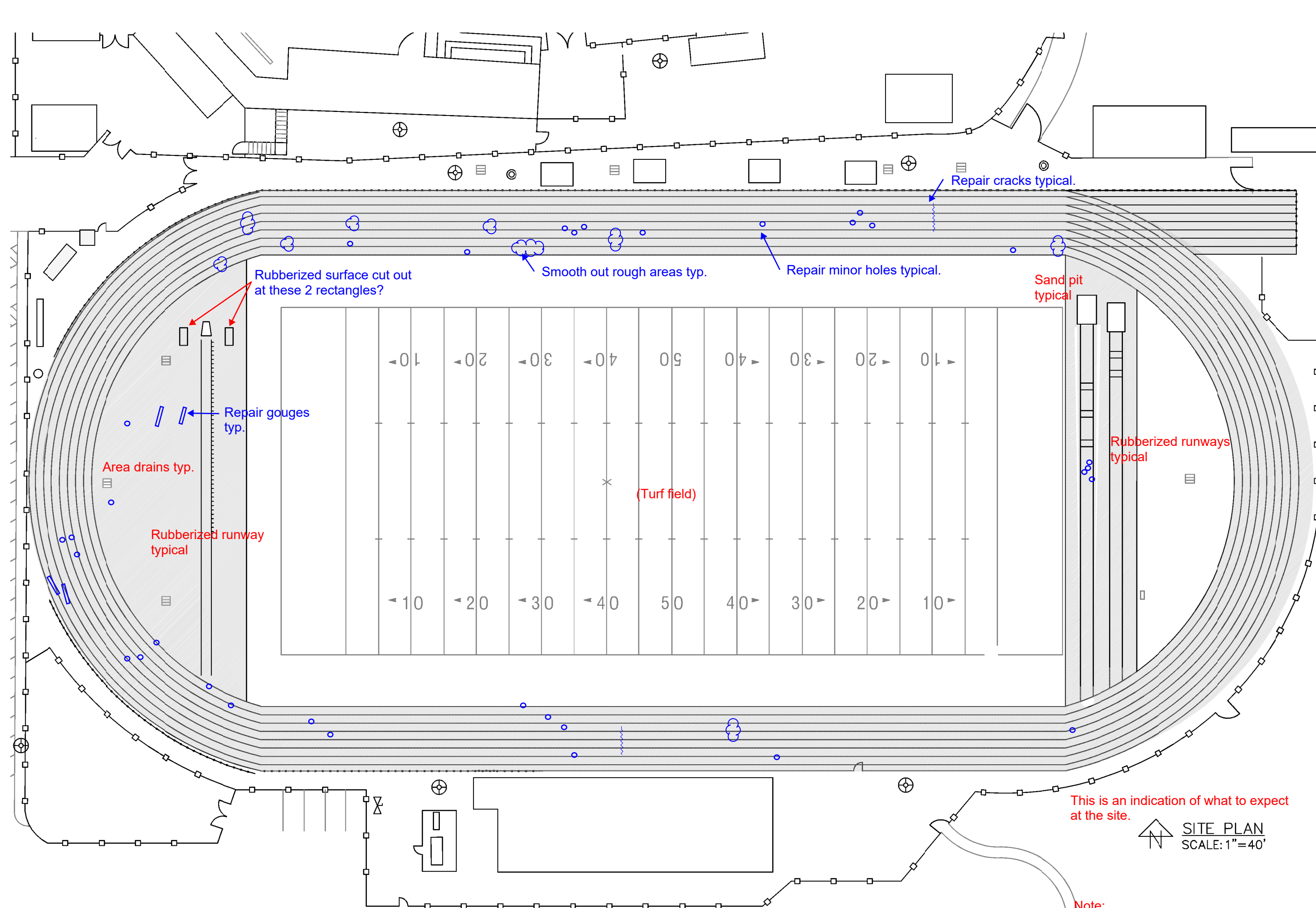
Facilities Management
 School District 4J
 715 W. 4th Avenue
 Eugene, OR 97402
 (541) 790-7400

NORTH EUGENE HIGH SCHOOL
 200 SILVER LANE
 TRTACK RESURFACING

DATE: 3/31/21

DRAWN: M. HEFFERNAN

SHEET
 Track



This is an indication of what to expect at the site.

↑ SITE PLAN
 SCALE: 1"=40'

Note:
 YES, REMOTE JAVELIN RUNWAY



Scope of Work at SEHS

400 E. 19th Ave. Eugene, OR 97401

1. All previously installed synthetic surfacing, including infield runways and remote javelin runways, to receive resurfacing system.
2. Clean all surfaces just prior to installing track resurfacing.
3. Install re-surfacing track system Type D. Blend structural spray layers onto existing track system for a seamless installation.
4. Install event striping to match existing.

MULTISITE TRACK RE-SURFACING 2021

EUGENE SCHOOL DISTRICT 4J

EUGENE, OREGON

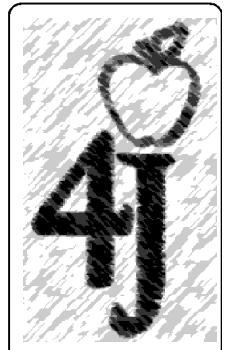
Google earth

NORTH



3/31/21

SOUTH EUGENE HIGH SCHOOL

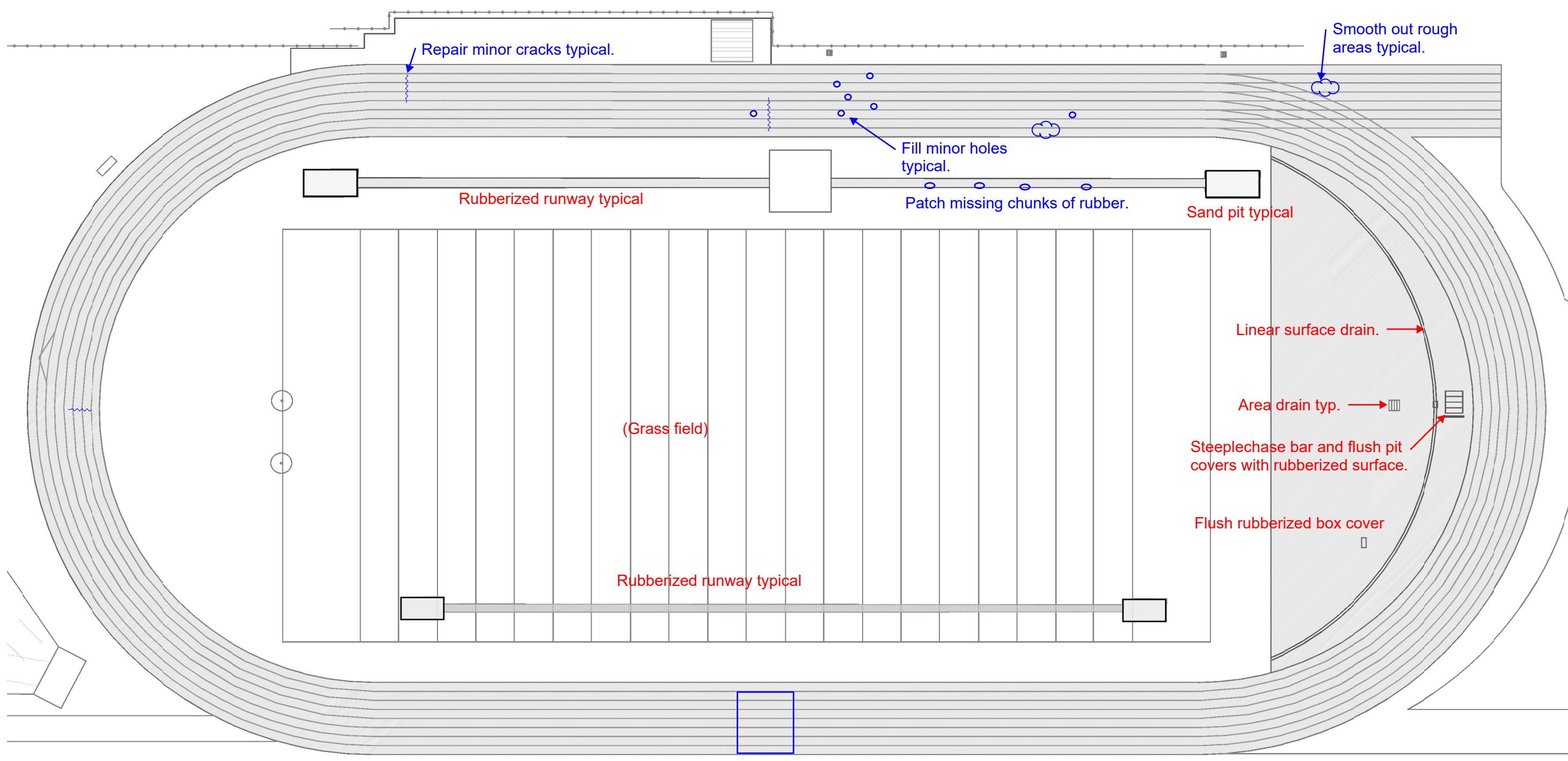


Facilities Management
 School District 4J
 715 W. 4th Avenue
 Eugene, OR 97402
 (541) 790-7400

SOUTH EUGENE HIGH SCHOOL
 400 EAST 19TH AVENUE 97401
 TRACK RESURFACING

DATE: 3/31/21
 DRAWN: M. HEFFERNAN

SHEET
 Track



Grass growing at visible patch as well as other areas on track. Remove all grass and moss from track surfaces prior to re-coating typ. all 3 schools.

This is an indication of what to expect at the site.

→ SITE PLAN
 SCALE: 1"=40'

Note:
 NO REMOTE JAVELIN RUNWAY