



Project Manual

**Spencer Butte Middle School
New Flooring Installation
Asbestos Flooring Abatement Project 2023
Lane County School District 4J
Eugene Public Schools**

Eugene, Oregon

**Return by: Tuesday, January 12, 2023
2:00 p.m.
Electronic Quotes Only**

**Date Issued: December 21, 2022
WO #310562**

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WO /#310562
Eugene School District 4J
Spencer Butte Middle School
New Flooring Installation
Asbestos Flooring Abatement Project 2023

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Proposed Timetable

Pre-Quote Meeting:	December 29, 2022
Quotes Due:	January 12, 2023
Base Quote Flooring Installation:	
Start Date-	July 26, 2023
Finish Date-	August 1, 2023

REQUEST FOR QUOTATIONS— DOCUMENT 00010

Emailed Quotes will be received by Belinda Wilton, Management Assistant, for the **Spencer Butte Middle School New Flooring Installation Asbestos Flooring Abatement Project 2023**. Electronic Quotes are due by 2:00 pm, Thursday, January 12, 2023 via email to: wilton@4j.lane.edu

Briefly, the work is described as the installation of approximately 980 sq. ft. of VCT floor tile and floor tile mastic, along with cove base and cove base mastic in classroom #10.

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

Only electronic quotes will be accepted.

A **Non-Mandatory** pre-quote conference and walk-through has been scheduled for Thursday, December 29, 2022 at 10:45 am at Spencer Butte Middle School, 500 East 43rd Avenue, Eugene, Oregon 97405.

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

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

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

Each Quote shall contain a statement that the "Contractor agrees to be bound by and comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of Prevailing Wages" if applicable. (If total project cost is above \$50k, Contractor required to pay prevailing wages.)

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

The successful Quoter will be required to furnish a Performance Bond and Labor and Materials Payment Bond in the full amount of the contract price. Certificates of Insurance as described in the Terms and Conditions will be required.

Each Quote must be submitted on the prescribed form. Each Quote shall be accompanied by a copy of a surety bond, cashiers check, or certified check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total Quote. Should the Quoter refuse to enter into such Contract or fail to furnish Certificates of Insurance as required by the Supplementary Conditions within five (5) working days after contract forms are provided to the Quoter, the amount of the Quote Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

School District 4J reserves the right to reject any and all proposals received as a result of this request for Quotations and select the Quote which appears to be in the best interest of the District.

Date: 12/21/22

By: Doug Lemonds

QUOTATION REQUIREMENTS—DOCUMENT 00020

PART 1 GENERAL

1.1. GENERAL INFORMATION

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

1.2. QUOTE PROCEDURES

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

- D. Quoter shall indicate, on the Quote Form where provided, the quoter status as a "resident" or "non-resident" in accordance with ORS 279A.120 and ORS 279C.365.
- E. A Quote may not be withdrawn or canceled by the Quoter following the time and date designated for the receipt of quotes to the expiration of a 60 day period. The Quote for that sixty days is irrevocable and each Quoter so agrees in submitting a Quote.

1.3. PERFORMANCE BOND AND PAYMENT BOND

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

1.4. ADMINISTRATIVE RULES

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

1.5. PROTEST OF QUOTE

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

1.6. PROTEST OF AWARD

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

1.7. FINAL AWARD

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

1.8. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK

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

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

END OF QUOTE REQUIREMENTS

Form 01100B

ASBESTOS-CONTAINING MATERIALS STATEMENT

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

(Name of Project and CIP Number)

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

(Name of Construction Company)

(Signature and Date)

Printed Name

Job Title

END OF SECTION 00020

QUOTATION FORM

Quotation for: **Spencer Butte Middle School**
New Flooring Installation Asbestos Flooring Abatement Project 2023
WO #310562

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

Due Date: 01/12/23
Time: 2:00 pm

From: _____
(Company Name)

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

BASE QUOTE:

Briefly, the work is described as the installation of approximately 980 sq. ft. of VCT floor tile, floor tile mastic, along with cove base and cove base mastic in classroom #10.

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

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

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

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

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

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

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

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

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

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

Names of Firm: _____ TIN#: _____

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

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

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

QUOTATION FORM

Official Capacity: _____

CCB # _____

If corporation, attest: _____
(Secretary of Corporation)

Date: _____

SEAL (If Corporation)

_____ Corporation
Partnership
Individual

QUOTATION FORM
NON-DISCRIMINATION REQUIREMENT

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

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

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

QUOTATION FORM

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

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

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

I state that:

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

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

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

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

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

(Authorized Signature)

Sworn to and subscribed before me this

_____ day of _____, 200

(Notary Public for Oregon)

My Commission Expires: _____

END OF QUOTE FORM

ATTACHMENT A CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS

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

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

The CONTRACTOR shall secure and pay for all permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. Contractor to notify the following agency at least ten (10) days prior to beginning work and pay all applicable fees.

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

5. **USE OF SITE:** Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.
6. **BACKGROUND CHECK** – ~~All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual 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 Oregon school district, there are forms (obtained through the District) to replace the fingerprinting process and no fees are incurred.~~
7. **SMOKING, DRUG AND ALCOHOL POLICIES:** Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

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

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

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

9. **ASBESTOS CONTAINING MATERIALS:** Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.
10. **SAFETY REQUIREMENTS:** Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.
11. **ELECTRICAL LOCKOUT/TAGOUT:** Contractor shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437-002-0140, General Environmental Controls Lockout/Tagout (1919.147), or latest version.
12. **CONFINED SPACE REQUIREMENTS:** If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary under OAR 437-002-0140.
13. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, and damage expenses, for liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, or the fault of the Contractor's agents, representatives or subcontractors, contributed to or caused such damage, whether or not such incidents are contributed to or caused in any part by Eugene School District 4J.
14. **INSURANCE:** The Contractor shall maintain in force for the duration of this agreement, the following:
The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

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

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

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

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

Course of Construction: The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the Owner and the Architect. The amount of insurance shall equal the completed value of the contract.

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

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

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

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

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

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

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

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

17. **OWNERSHIP OF WORK PRODUCT:** All work products of the CONTRACTOR, which result from this contract, shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.
18. **EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
19. **REIMBURSEMENT OF EXPENSES:** The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.
20. **FRINGE BENEFITS:** Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.
21. **HOURS OF LABOR:** No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in the cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half of the regular pay for all time worked.
- For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four

consecutive days, Monday through Friday; and

c. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

- 22. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES:** The Contractor shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the Work provided for in such contract. (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 23. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this contract are subject employers and must comply with ORS 656.017.
- 24. PAYMENT OF CLAIMS BY PUBLIC OFFICERS:** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.
- 25. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
- 26. PREVAILING WAGE RATES:** ~~If the price of this or the total price of all related contracts is \$50,000 or more, each worker in each trade or occupation employed in the performance of this Contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the Work on the Contract must be paid the higher of the applicable state or federal prevailing rate of wage. (This project is funded by the Qualified School Construction Bond (QSCB). Contractors will need to display the Davis-Bacon Wage Rate poster "Employee Rights under the Davis-Bacon Act" AND the Whistleblowers Disclosure Information poster on the project site at all times until the completion of the project. Photos of posters displayed on the project site shall be requested in addition to other closeout requirements. Posters can be obtained from the District Project Manager.)~~
- a. ~~The existing applicable state or federal prevailing rate of wage in effect at the time the specifications are first advertised is the applicable rate.~~
- b. ~~The Owner shall pay to the Commissioner of the Bureau of Labor and Industries a fee equal to one-tenth of one percent (.001) of the contract price, but no less than \$250 nor more than \$7,500, regardless of the contract price; the fee shall be paid upon completion of contract documents between Owner and Contractor ; the fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, #1045, Bureau of Labor and Industries, 800 NE Oregon Street, Portland, OR 97232.~~
- c. ~~Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):~~
- ~~1. The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the higher of the applicable state or federal prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.~~

- ~~.2 If the Contractor does not file certified payroll as required (at least once per month) the Owner will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.~~
- ~~.3 If a first tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first tier Subcontractor.~~
- ~~.4 Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.~~
- ~~.5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.~~
- ~~.6 Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request.~~

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

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

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

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

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit any operation and maintenance information required by technical specifications.
- d. Submit any as-built drawings or other as-built documentation required by technical specifications.
- e. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- f. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

29. WARRANTY

- a. The Contractor is to warrant the Work against defects in materials and/or workmanship for a period of one (1) year beyond the Final Completion of the Work. Upon notification of a defect, the Contractor is to immediately take all steps required to correct the defects.
- b. When additional work is required due to defects, the Contractor is to extend the Warranty for a period of one (1) year beyond the date of completing the repair work.

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

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

31. FOREIGN CONTRACTORS: In the event this Contract is awarded to a contractor not domiciled in or

registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

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

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

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

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

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

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

37. NON-WAIVER: The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

38. NOTICES: Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

39. CHOICE OF LAW: Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.

40. ATTORNEY'S FEES: In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

41. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

42. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

43. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

44. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK: The allowance for the combined overhead and profit included in the total net cost to the DISTRICT shall be based as follows:

- a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.
- b. For the CONTRACTOR, for work performed by the CONTRACTOR, 15 percent of the amount due the CONTRACTOR.
- c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

- d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)
- f. Itemize costs to include breakdown for materials and labor, overhead and profit.
- g. A change to the work providing a net CREDIT to the DISTRICT shall include a credit for overhead and profit based on the following schedule:
 - 1. For the Contractor, 5 percent of the Cost to be credited.
 - 2. For each Subcontractor, 5 percent of the Cost to be credited.
 - 3. For each Sub-subcontractor, 5 percent of the Cost to be credited.
- h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.

45. DEBARMENT CERTIFICATION: The contractor/Vendor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the Eugene 4J School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

END OF TERMS AND CONDITIONS

Revised 7/22/2013

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

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

1. CONTRACTOR is identified as follows:

Firm Name:

Contractor's Representative:

Address:

City/State/ZIP:

Email: _____

Business Telephone:

FAX:

Social Security Number: _____ or Federal Employer ID:

Type of Entity: Sole Proprietorship Partnership Corporation

2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):

3. DISTRICT'S REPRESENTATIVE:

4. FINGERPRINTING REQUIREMENTS: Do services to be provided include potential for direct, unsupervised contact with students? Yes No

If yes, has CONTRACTOR been fingerprinted? Yes No

5. DATE AND DURATION: This agreement shall be effective commencing on **execution of this agreement** and extending through xxx, unless otherwise terminated or extended.

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of xxx for work described herein.

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:

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

9. SIGNATURES: It is so agreed this xx day of xxxxxxxx

CONTRACTOR

Date

DISTRICT

Date

INSTALLATION OF FLOOR TILE AND RUBBER BASE

PART 1 GENERAL

1.01 CONDITIONS AND REQUIREMENTS

The General Conditions, Supplementary Conditions and the Sections contained in Division 1 - General Requirements, apply to the work specified in this Section.

1.02 SECTION INCLUDES

Vinyl Composition Tile

Coved Rubber Base

1.03 REFERENCES

- A. ASTM E84 - Surface Burning Characteristics of Building Materials.
- B. FS L-F-475 - Floor Covering; Vinyl Surface (Tile) with Backing.
- C. FS SS-T-312 - Tile, Floor: Asphalt, Rubber, Vinyl, Vinyl Composition.
- D. FS SS-W-40 - Wall Base: Rubber.
- E. RFCI - Recommend Installation Specification for Tile Flooring.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke rating requirements of in accordance with ASTM E84.

1.05 SUBMITTALS

- A. Submit two samples illustrating color and pattern for each material specified.
- B. Submit maintenance procedures, recommended maintenance materials and suggested schedule for cleaning for all resilient flooring.

1.06 EXTRA MATERIALS

- A. Leave any extra field and spotter floor tile at the end of the job for the Owner.
- B. ~~Submit 100 lineal feet of each rubber base type and color to Owner.~~
- C. ~~Submit one carton or 5 percent, whichever is greater, of each type and color of quarry tile.~~

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation, in area of installation, to achieve temperature stability.
- B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during and 48 hours after installation of materials. Minimum 65 degrees.
- C. Maintain 30 foot candles illumination measured three feet above the floor during installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS - VINYL COMPOSITION TILE (VCT)

- A. The following VCT Floor Tile Materials are specified for replacement. Tile pattern to be followed as closely as feasible as indicated on drawing provided in specification.
- B. Armstrong Flooring
 - 51836 Shelter White - Field Color-Classroom 10**
 - 52513 Cirque White – Spotter Color-Classroom 10**
 - 51821 Caribbean Blue – Spotter Color-Classroom 10**
- C. Armstrong or approved equal may be substituted at Owners discretion.

- D. Match existing where specified on drawings.

2.02 VINYL COMPOSITION TILE MATERIAL (VCT)

- A. FS SS-T-312, Type IV, Composition 1; 12 inch by 12 inch size by 1/8 inch thickness. Similar to Armstrong, Imperial, Standard, and Excelon pattern.
- B. All patterns shall extend completely through the total thickness of the resilient tile. No distortion of pattern by abrasion will be acceptable.
- C. Colors to be selected from manufacturer's full color range. Contractor to verify that selection matches existing where indicated on drawings.

2.03 MANUFACTURERS - RUBBER BASE

- A. Roppe.
- B. Flexco.
- C. Or approved equal.
- D. Match existing where specified on drawings.

2.04 RUBBER BASE MATERIAL

- A. Commercial Rubber Base; FS SS-W-40, Type 1 rubber; **4 inch high**, .125 inch thickness, with toe.

- B. Provide pre-molded corners at all external corners of the same material, size and color as base.
- C. Color as selected by Architect from manufacturer's full line. **“Roppe- Color Brown Rubber Base”**

2.05 ~~MANUFACTURES—STAIR TREAD~~

- A. Burke Mercer.
- B. Roppe.
- C. Or approved equal.
- D. Match existing where specified on drawing.

2.06 ~~STAIR TREAD MATERIAL~~

- A. Rubber Composition.
- B. Surface Design: Raised diamond pattern.
- C. Nosing Style: Round or square to fit application.
- D. Thickness: To match V.C.T. thickness as close as possible.
- E. Size: Length and depth to fit each stair tread in one piece where possible.

2.07 ACCESSORIES

- A. Subfloor Filler: Portland Cement. Uzin 888 or equivalent.
- B. V.C.T. Primers and Adhesives: Healthguard Thin-Spread Tile Adhesive by W.F. Taylor Co., Inc.; waterproof. Armstrong S-515
- C. Rubber edge transition strips to concrete and carpet meeting ADA requirements.
- D. Epoxy Setting Mortar/Grout: Summitville Tiles Inc. or approved equal. Install as recommended by manufacturer. Color to match existing adjacent quarry tile grout.
- E. **Contact cement for outside corners.**
- F. **Stair tread trowel size required: 1/16 x 1/16 x 1/16 square notch.**

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that surfaces are smooth, flat and acceptable for installation as recommended by the manufacturer.

- B. Verify concrete floors are dry to a maximum moisture content of 7 percent and exhibit negative alkalinity, carbonization, or dusting.
- C. Remove any grease or oil in its entirety.
- D. Grind floor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler. Fill concrete slab cracks less than 1/16 inch wide and depressions less than 1/8 inch deep with crack filler.
- E. See drawings where existing metal thresholds have been removed by others and prepare surface, in whatever condition, to accommodate V.C.T. installation.
- F. Apply, trowel, and float filler to leave a smooth, flat, hard surface **where new floor tile is to be installed, 100% coverage for new flooring.**
- G. Prohibit traffic from area until filler is cured. **Prepped floors to be inspected before glue is applied and installation of new VCT.**
- H. Commencement of new flooring installation means acceptance of substrate by Contractor.
- I. Apply primer to substrate surfaces where recommended by manufacturer.
- J. Cracks or depressions more than 1/8 inch, apply appropriate floor primer.

3.02 INSTALLATION - VINYL COMPOSITION TILE

- A. Install in accordance with manufacturers' instructions, and applicable requirements of RFCI specification.
- B. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged. Broken, cracked, chipped or deformed tiles are not acceptable.
- C. Spread only enough adhesive to permit installation of materials before initial set. Trowel size required: 1/16 x 1/32 x 1/32 "U" notch. 300 square feet per/pal.
- D. Set flooring in place. Press with heavy roller to attain full adhesion.
- E. Lay vinyl composition tile with joints matching existing vinyl composition tile where they meet, parallel to building lines and/or as shown on drawings.
- F. Lay vinyl composition tile from center marks established within principal walls, discounting minor offsets, so that tiles abutting walls are of equal size.
- G. Install tile to square grid pattern with all joints aligned. Pattern grain shall be alternated for non-directional pattern against new and/or existing vinyl composition tile.
- H. Allow minimum 2 full size tile with width at room perimeter or area perimeter.

- I. Terminate corridor flooring inside doorways, out-of-view where adjacent floor finish is dissimilar. Similarly, terminate interior room flooring inside of room to be out-of-view of corridor. Align with door jambs.
- J. Install edge strips at unprotected or exposed edges, and where flooring terminates.
- K. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

3.03 INSTALLATION - RUBBER BASE

- A. Remove existing base and molding where necessary. Reinstall vinyl or rubber base on all walls where needed.
- B. Remove excessive existing adhesive as required for smooth, flat and tight fit to existing walls.
- C. Fit joints tight and vertical. Maintain minimum measurement of two inches between joints.
- D. Wrap corners at all external corners. Scribe and fit all internal corners.
- E. Install base on solid backing. Bond tight to wall surfaces with contact cement - typical. **Installation is to be hand applied or can be applied with the use of a caulk gun with cove base nozzle to all cove base and permanent fixtures.**
- F. Scribe and fit to door frames and other interruptions.
- G. Provide rubber base in spaces receiving vinyl composition tile and as specified.

3.04 INSTALLATION – STAIR TREAD

- A. Use stair tread nose filler to fill nosing substrate that do not conform to tread contours.
- B. Tightly adhere to substrate throughout length of each piece.

3.05 PROTECTION





- A. Prohibit traffic on floor finish for 48 hours after installation.

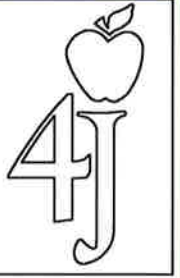
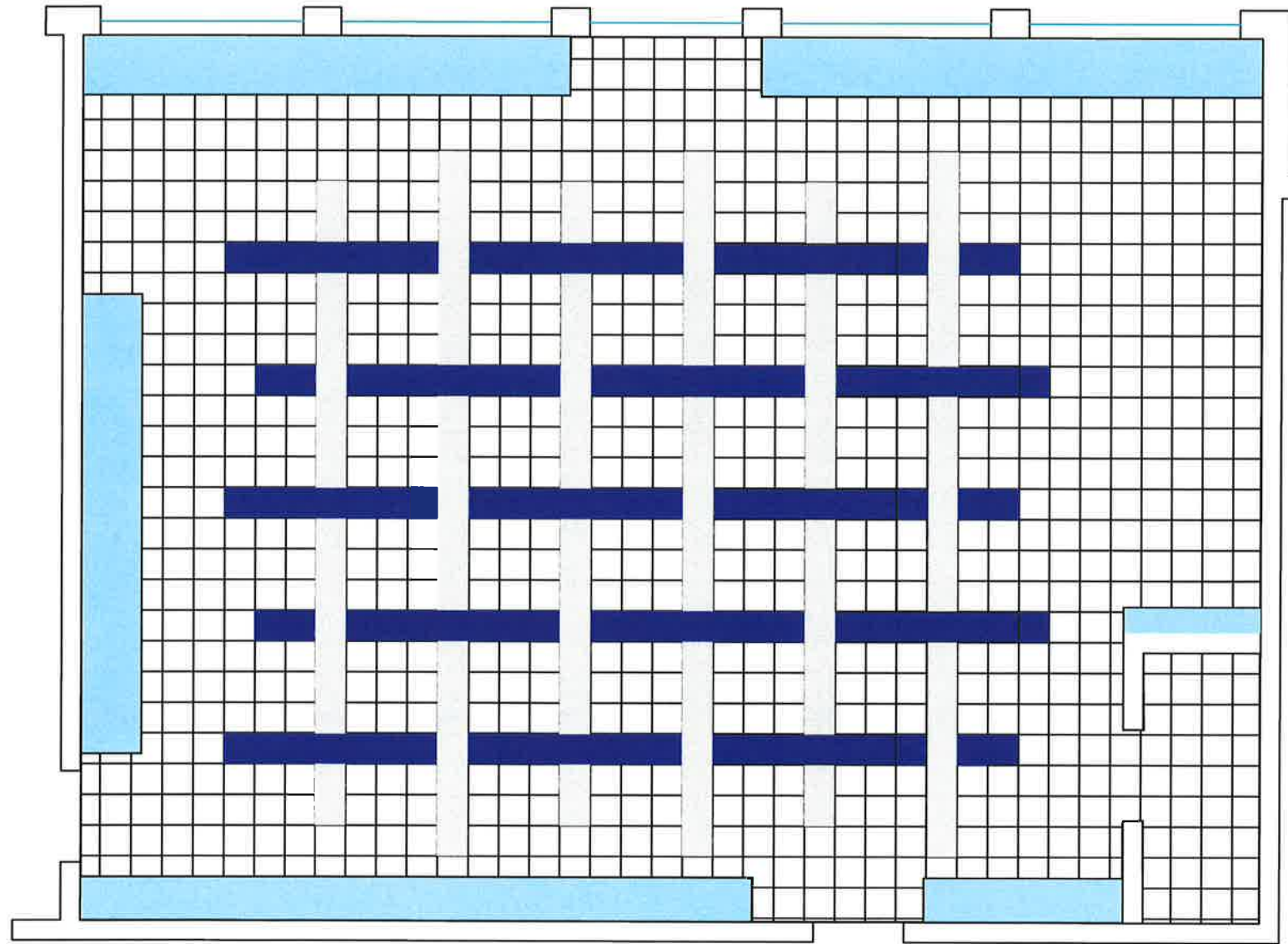
3.06 CLEANING

- A. Remove excess adhesive or grout from floor, base, and wall surfaces without damage.

END OF DOCUMENT

Armstrong New Flooring Installation:

-  51836 Shelter White, Field Color 748 sq. ft.
-  52513 Cirque White, Spotter Color 115 sq. ft.
-  51821 Carikbean Blue, Spotter Color 117 sq. ft.
- Roppe-Brown 4" Rubber Cove Base
-  Built-In Cabinets & Shelving.



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

Spencer Butte Middle School
500 East 43rd Avenue
Eugene, Oregon 97405

DATE: 11/29/22

DRAWN: D. Lemonds

SHEET

F-1