



**RENOVATION OF BUILDINGS I & J, EDGEFIELD CAMPUS**  
**Reynolds School District, Multnomah County School District #7**  
Procurement & Contracting  
1204 NE 201<sup>st</sup> Ave  
Fairview, OR 97024

**Direct all questions regarding this ITB to:** Lauren Tonn,  
Procurement, Contracts and Accounting Specialist  
**Email:** [procurement@rsd7.net](mailto:procurement@rsd7.net)  
**Phone:** 503-661-7200

**BID CLOSING:** 12/13/2021

**ELECTRONIC SUBMITTAL**

If submitting electronically, the Bid Form must be submitted to [procurement@rsd7.net](mailto:procurement@rsd7.net) **no later than 2:00:00 PM on 12/13/2021**. Late Bids shall be rejected.

**HARDCOPY SUBMITTAL**

Sealed bids, in an envelope clearly listing the Bid Title, Bid Number, and name of Bidder shall be received at the District Office Reception Desk located at 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024 and addressed to Procurement & Contracting, Attn Lauren Tonn, **no later than 2:00:00 PM on 12/13/2021**.

**BID OPENING:** 10:00am on December 14th, 2021 in Conference Room A at Reynolds School District, 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024.

**LATE BIDS SHALL BE REJECTED**

Reynolds School District, Multnomah County, Oregon ("District") seeks responses from qualified Bidders interested in submitting a Bid for Reynolds School District Renovation of Buildings I & J on the Edgefield Campus.

An Optional pre-bid meeting will be held on 11/23/2021, commencing at 10:00am, at Edgefield Campus located at 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024.

**This ITB was advertised in The Gresham Outlook on November 17, 2021.**

**Walkthrough Schedule:**

11/23/21 at 10:00am, at Edgefield Campus

All bid documents shall be submitted in hard copy or electronic copy to the addresses listed above. Electronic submissions are preferred. Bids shall be signed in ink. Digital and stamped signatures are not accepted. Electronically scanned ink signatures are acceptable.

**All questions and contact with Reynolds School District (hereinafter referred to as "District") regarding this ITB must be addressed in writing to Lauren Tonn, Procurement, Contracts and Accounting Specialist ("ITB Contact").** Any questions or issues that may arise regarding the Specifications, the bidding process, and/or the award process shall be directed to the ITB Contact. The District's official response to any questions or requests will be through the addendum process. Contact with other District staff without prior clearance from the ITB Contact listed above may result in Bidder disqualification.

**This ITB may be reviewed at 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024. Please contact Lauren Tonn in advance to schedule an appointment at [procurement@rsd7.net](mailto:procurement@rsd7.net) or 503-661-7200.**

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the Reynolds School District website at <https://www.reynolds.k12.or.us/rfps> and will not be mailed to prospective Bidders.

This Contract is a Public Work subject to ORS 279C.800 to 279C.870.

Bidders should consult the Reynolds School District website regularly until Bid Closing to avoid missing any Addenda.

### INVITATION TO BID (ITB) TIMELINE

<b>ITB ISSUED</b>	<b>11/12/2021</b>
<b>OPTIONAL PRE-BID MEETING</b>	<b>11/23/2021</b>
<b>SUBSTITUTION DEADLINE</b>	<b>12/1/2021</b>
<b>DEADLINE FOR QUESTIONS OR CLARIFICATIONS</b>	<b>12/6/2021</b>
<b>FINAL ADDENDA DEADLINE</b>	<b>12/8/2021</b>
<b>BIDS DUE</b> <b>Must Include:</b> <input checked="" type="checkbox"/> Bid Form – all pages <input type="checkbox"/> Bid Bond or Bid Security <input checked="" type="checkbox"/> Bidder's Qualifications – all pages	<b>12/13/2021</b>
<b>FIRST-TIER SUBCONTRACTOR DISCLOSURE DUE</b>	<b>12/13/2021</b>
<b>ANTICIPATED WORK START</b>	<b>12/20/2021</b>

**NOTE: The District reserves the right to deviate from this schedule, in its sole and absolute discretion.**

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### **ATTACHMENT A: SAMPLE CONSTRUCTION CONTRACT AND GENERAL CONDITIONS**

### **PART B: DRAWINGS AND SPECIFICATIONS**

#### **LIST OF DRAWINGS: BID SET – BLDG I & J RENOVATION, DATED 07/15/2021**

##### **PAGE 1 – PROJECT INFORMATION**

##### **A0.01 CODE PLAN**

##### **A1.01 DEMOLITION FLOOR PLANS**

##### **A2.01 REMODELED FLOOR PLANS (INTERIOR ELEVATIONS & DOOR SCHEDULE**

##### **A4.01 FINISH PLAN AND NOTES (BUILDING “I”)**

##### **A4.01 FINISH PLAN AND NOTES (BUILDING “J”)**

##### **FLOOR PLAN – BUILDING “J”**

##### **FLOOR PLAN – BUILDING “I”**

### **TECHNICAL SPECIFICATIONS: INCLUDED IN DRAWINGS**

The drawings and specifications pertaining to this ITB are by reference herein incorporated into these documents.

### **HAZARDOUS BUILDING MATERIALS SURVEY AND REPORT**

## SECTION 00 11 16 INVITATION TO BID

Reynolds School District ("District") seeks to contract for the construction services specified in this Invitation to Bid (ITB).

### 1.01. SCOPE OF WORK

Remodel of existing kitchen and Board Room in Building I. Remodel of existing restroom in Building J. Cosmetic upgrades throughout both buildings with new flooring, new LED lighting, and new paint throughout. Note: MEP work is design-build.

CONTRACTOR'S ANTICIPATED DUTIES AND EXPECTATIONS. The below list of services that are considered central to completion of the Project. Contractor's anticipated duties shall include, but not be limited to, the following:

- Conduct weekly site progress meetings with the Owner and design team representatives. Weekly meeting should include contractor's schedule review. Promptly produce and distribute minutes of all such meetings.
- Review and provide advice on the design team's documents for completeness, adequate detailing, compliance with program and adherence to codes or applicable agency requirements.
- Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.
- When applicable, report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the Owner's representative.
- Establish and implement Drug Testing and Safety Plans in accordance with State Law 279C.505(2).
- Prior to completion of the one year warranty period conduct a review of the project with the Owner to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

### 1.02. CRITICAL ITB DATES AND TIMES:

Refer to "INVITATION TO BID (ITB) TIMELINE" noted on page 2 of the Invitation to Bid document.

#### A. OPTIONAL PRE-BID MEETING AND SITE VISIT.

The optional pre-bid meeting will be held at the time, place and date shown on the cover of this document. Questions asked during the pre-bid meeting may not be recorded by District staff or addressed in addenda to the ITB unless submitted in writing as a request to the ITB Contact. Statements or remarks made by District staff during the pre-bid meeting shall not be binding on the District. An official response will be made only to questions which are submitted by potential Bidders in writing to the ITB Contact. Any Bidder requiring clarification of terms or conditions of the ITB, drawings, specifications, or Contract Documents shall make a request for clarification in writing, to the ITB Contact listed on the cover page of this document.

#### B. RECEIPT OF BIDS

##### **Electronic Submittal**

If submitting electronically, the Bid Form must be submitted via email to [procurement@rsd7.net](mailto:procurement@rsd7.net). Late Bids shall be rejected.

PLEASE NOTE: Other required documentation specified below may be provided by any of the methods shown, even if the bid is submitted electronically.

##### **Hardcopy Submittal**

SEALED BIDS will be received at the District Office Reception Desk – Procurement & Contracting, Attn: Lauren Tonn ("Bid Closing Date"). Late Bids shall be rejected.

#### C. Bid form

Bid Form shall be due up until 2:00:00 PM on the Bid Closing Date. Failure to submit a complete Bid by this due date and time may result in Bid rejection.

**D. First-Tier Subcontractor Disclosure Form**

The first-tier subcontractor disclosure form is due up until 4:00:00 PM on the Bid Closing Date. This form will be accepted using any of the following methods:

1. Electronically – with bid submittal to [procurement@rsd7.net](mailto:procurement@rsd7.net). PLEASE NOTE: We will not accept bids after 2:00:00 PM. Time and date received on email in Procurement will determine timeliness of submittal.
2. Hardcopy at the District Office Reception Desk – Procurement and Contracting. Time clock at reception desk will determine timeliness.

Failure to submit first-tier subcontractor disclosure form by this due date and time may result in Bid rejection.

**E. PUBLIC OPENING OF BIDS**

The Public Bid Opening will be held at 10:00am on 12/14/2021 in Conference Room A at the Reynolds School District Office.

**1.03. BID REQUIREMENTS:**

**A. FIRST-TIER SUBCONTRACTOR DISCLOSURE**

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, Bidder shall submit to the District a disclosure of the first-tier subcontractors that:

1. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
2. Will have a contract value that is equal to or greater than five percent of the total project Bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project base bid. Bidder must submit this documentation in accordance with Section 00 21 13, 1.02, I.

**B. OREGON CONSTRUCTION CONTRACTORS BOARD**

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project.

**C. BIDDER'S QUALIFICATION**

Bidder shall submit a Bidder's Responsibility Information Form to the District in accordance with Section 00 45 13 Bidder's Qualifications. The District reserves the right to verify information provided on this form in determining the Bidder's qualifications to perform the Work.

The District will not be pre-qualifying any bidders.

**D. REFERENCES**

In accordance with District Contracting and Purchasing Rules and ORS 279C.375, District reserves the right to investigate references other than those listed in Bidder's submission. Investigation may include, without limitation, past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

**1.04. CONTRACT REQUIREMENTS**

**A. PREVAILING WAGES**

The Contract is for a public work and shall be subject to the prevailing wage requirements of ORS 279C.800 to ORS 279C.870. The selected contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840, (i.e. Prevailing Wage Rates for Public Works Contracts in Oregon) as of the advertisement date of this ITB. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

The effective "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1<sup>st</sup>, 2020.

The "PWR Apprenticeship Rates" and any other amendments issued by BOLI prior to the issue date of this ITB.

The complete publications may be found online at the BOLI website

(<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>) and is hereby

incorporated by reference.

The fee required by ORS 279C.825(1) will be paid by the District to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

## B. CONTRACT, BONDS AND INSURANCE

The successful Bidder will be required to enter into a Contract with the District as per Section 00 52 13 Agreement Form and obtain and maintain insurance and bonding as per Section 00 61 13 Performance Bond, Section 00 61 14 Labor and Materials Payment Bond, and Section 00 52 13 Agreement Form. The successful Bidder shall obtain a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon, and which has an A.M. Best "A" or better rating.

1. **INSURANCE REQUIREMENTS:** During the term of the Contract, the Contractor shall maintain in full force from insurers (a) having at least either an AA/A-3 rating by two (2) nationally-recognized rating agencies or an A-VII rating by A.M. Best and Company, and (b) holding a current certificate of authority to transact business of insurance in the State of Oregon, all of the insurance required in this **Fixed Fee Contract**.

1.1 Pre-Construction Phase Services: Insurance types and amounts as follows:

a. Prior to the start of any work covered by this Contract, Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits specified by this Contract document.

b. Contractor shall furnish to the Owner an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required under section 19 of this Contract prior to the commencement of any work. All insurance policies must contain a provision that states that no coverage will be cancelled, non-renewed, or restrictive endorsements added without written notice to the Owner.

c. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit: \$2,000,000  
General Aggregate Limit: \$4,000,000  
Products/Completed Operations Limit: \$2,000,000  
Personal and Advertising Injury Limit: \$2,000,000

Contractor shall endorse the CGL to include the Owner as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insured endorsement shall be a CG20 10 \1985 edition or its' equivalent.

Contractor's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by the Owner. Contractor's insurance shall be endorsed to provide project specific aggregate limits with respect to the project covered by this contract.

CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

d. Commercial Automobile Liability Coverage shall be provided at the following limits: Combined Single Limit: \$2,000,000 Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming The Owner as an additional insured and a copy of the Endorsement shall accompany all certificates provided to the Owner.

e. Worker's Compensation / Employers Liability Insurance: Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. All contractors and

subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits: Worker's Compensation Coverage: Statutory Limits

Federal Acts Coverage (if applicable): Statutory Limits

Employer's Liability Insurance

Each Occurrence Limit: \$1,000,000

Disease - Each Employee: \$1,000,000

Disease - Policy Limit: \$1,000,000

If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the contractor or his subcontractors under the U.S. Longshoremen and Harbor Workers Act, the Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the contractor shall ensure that proper coverage is purchased and maintained.

Contractor and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of The Owner.

f. Commercial Pollution Liability Coverage: (CPL), Contractor and any Subcontractors whose work involves hazardous substance or pollutant remediation work shall provide CPL coverage. CPL coverage is required for abatement work involving, but not limited to, lead, asbestos, PCB's and other hazardous materials.

CPL per occurrence limit: \$2,000,000.

CPL will be endorsed to name the Owner as an "Additional Insured" and coverage shall be provided on an Occurrence Form. Claims Made coverage is unacceptable

g. Builder's Risk Coverage: Contractor shall provide a special form builder's risk property insurance coverage, to include earthquake and flood, in the full amount of the project. This coverage shall include the Owner as a named insured. Builder's risk coverage shall have a deductible no larger than \$5000 with the exception of earthquake and flood on which deductible shall not exceed 2% of the value of the project. Builder's risk coverage shall be maintained for the entire duration of the project until occupancy. Contractor agrees to waive rights of subrogation against the Owner on all property coverage issues.

h. Professional Liability Coverage: If the Contractor is providing design services, Contractor shall obtain, at Contractor's expense and keep in effect during the term of this contract and two years after completion of this project, Professional Liability Insurance covering damages caused by an error, omission or any negligent acts. Coverage per occurrence shall not be less than a Combined Single limit of \$2,000,000 and an Annual Aggregate of not less than \$4,000,000.

Any other specific liability exposures presented by activities of the Contractor under this CM/GC Contract that may require specific insurance coverages to adequately protect the Owner, shall be the responsibility of the Construction Manager/General Contractor.

Construction Phase Services: For Early Work Amendments and Fixed Price Amendments in addition to the coverage of B.1.1, insurance types and amounts will be negotiated with each Construction Amendment.

2. BONDING REQUIREMENTS: Prior to the commencement of services, the Contractor shall provide to the Owner full Performance and Payment Bonds **in the amount of the Fixed Price stipulated in the Construction Contract.**

If any Early Work Amendment is executed, the Contractor shall provide Performance and Payment Bonds in the amount of the Early Work Amendment. The Contractor shall provide to the Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or **Fixed Price Amendment**, in each case prior to execution of the Amendment and the supplying of labor or Materials for the prosecution of the Work covered by the Amendment, and in each case a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or **the Fixed Price**, as amended the case may be. In the event of the scope change that increased the **Fixed Price**, the Contractor shall provide to the Owner an additional or supplemental bond in the

amount of such increase prior to the performance of the additional work.

The Contractor shall maintain the Performance and Payment Bonds in full force from Sureties licensed to do business in Oregon. The Parties understand and agree that the obligation of the Contractor's surety for the faithful performance of the Contract pursuant to the requirements of ORS 279C.375.

In accordance with ORS 279C.830(2), the contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

**C. CONTRACTOR AND SUBCONTRACTOR FINGERPRINT-BASED CRIMINAL HISTORY VERIFICATION**

Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. The District requires all Contractor personnel who may have direct, unsupervised contact with students to pass the ODE fingerprint-based criminal history verification. The Contractor is solely responsible for the cost of these verifications. The current cost is \$94.50 and is subject to change. Proposers are advised to consider this cost when responding to price proposal evaluation criteria as the District will not pay for, or reimburse, such costs.

- 1.05. **CONTRACT NEGOTIATIONS:** Upon School Board approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved bidder. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked bidder, and so forth until a contract is negotiated. The School Board must approve and make final award of Contract.

Bids will be evaluated on the basis of the following areas and points assigned:

<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
Cover Letter	0 points
Firm Experience	20 points
Related Experience	15 points
Key Personnel Experience	10 points
Overall Project Understanding / Approach	25 points
Fee	15 points
References	15 points
<b>Maximum Possible Points</b>	<b>100 points</b>

Preference will be given to Oregon bidders, Oregon goods, Oregon services and recycled materials.

1.06. **AVAILABILITY OF ITB DOCUMENTS**

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the Reynolds School District website at <https://www.reynolds.k12.or.us/rfps> and will not be mailed to prospective Bidders. Bidders should consult the website regularly until Bid Closing to avoid missing any Addenda.

1.07. **ITB/PROJECT CONTACT**

All questions, requests for clarification and specification protests must be addressed to the ITB Contact shown on the cover page of this document.

The District may cancel the procurement, this ITB, or reject any or all bids in accordance with ORS 279B.100 .

## SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

### 1.01. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION

- A. **PROCEDURE:** The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for clarification; (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans. Any Bid that includes non-approved alternate product brands or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.
- B. **METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS:** Envelopes containing requests for clarification, requests for change, and protests must be marked as follows:

Request for Clarification/Request Change /Protest

Bid Title

Closing Date

Closing Time

and must be received by the contact listed on Page 1 of the ITB, no later than seven (7) calendar days prior to the Bid Closing Date. Unless this specific deadline is extended by subsequent Addenda, no requests for substitution, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

- C. **REQUEST FOR CLARIFICATION:** Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for clarification must be received by the District Office Reception Desk – Procurement & Contracting Department by the deadline specified in Paragraph B above.
- D. **REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS:** Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for changes must be received by the District Office Reception Desk – Procurement & Contracting Department by the deadline specified in Paragraph B above. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation.
- E. **PROTEST OF SOLICITATION OR CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS:** Any Bidder may submit a protest of solicitation terms and conditions, Contract terms and conditions or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the protest must be received by the District Office Reception Desk – Procurement & Contracting Department by the deadline specified in Paragraph B above. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and a statement of the relief or changes proposed.
- F. **RESPONSE TO REQUESTS FOR CLARIFICATION:** Clarifications, whether verbal, in writing, do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the District determines should be handled by formally amending the ITB, the District will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."
- G. **ADDENDA, RESPONSE TO REQUESTS FOR CHANGE, AND PROTESTS:** The District shall promptly respond to each properly-submitted written request for change, and protest. If District determines that any additions, deletions, clarification or interpretation is necessary, such information or interpretation will be supplied in Addenda posted to the Reynolds School District website at <https://www.reynolds.k12.or.us/rfps> and thereby made available to all interested parties.

All Addenda shall have the same binding effect as though contained in the ITB Document. Statements made by the District's representatives are not binding on the District unless confirmed by written Addendum.

The District reserves the right to make changes to the ITB. Changes will be made by written addendum which will be posted on the District's website and issued to all prospective proposers.

Prospective bidders may request or suggest changes to the ITB by submitting a written request. The request must specify the provision of the ITB in question and contain an explanation for the requested change. The request must be submitted at least seven (7) calendar days prior to the date established for submission of bids.

The evaluation team will evaluate all requests submitted, but will not be obligated to accept the requested change.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications as provided in Section 00 21 13, 1.01 precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions or Specifications.

- 1.02. **ADDITIONAL REQUIREMENTS.** By submitting a bid, the bidder certifies that the bidder has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, bidders are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their interactions.

By submission of your bid, the signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

During the term of the resulting contract, the successful bidder will be required to maintain in full force, at its own expense, insurance coverage/policies as set forth in the contract from insurance companies authorized to transact business in the state of Oregon

1.03. **BID SUBMITTAL**

A. **BID FORMS**

Bids shall be submitted on unaltered Bid Forms furnished by the District, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements, and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

B. **STATE OCCB REGISTRATION REQUIREMENTS**

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time they propose to engage in subcontract work. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

C. **SEALED BIDS**

**ELECTRONIC SUBMITTAL**

If submitting electronically via email, the Bid Form must be submitted to [procurement@rsd7.net](mailto:procurement@rsd7.net). Late Bids shall be rejected.

**HARDCOPY SUBMITTAL**

Sealed Bids will be received at the District Office Reception Desk, Procurement & Contracting, Attn: Lauren Tonn. All Bids shall be time stamped no later than the Bid Closing Date and time indicated in Section 00 11 16.

Bids must be submitted in a sealed envelope appropriately marked with the Bid Title and the name of the Bidder.

It is the sole responsibility of the Bidder to assure that the Bid is delivered and time stamped at the District Office Reception Desk by the deadline specified. All late Bids shall be rejected.

D. **MODIFICATION OR WITHDRAWAL OF BID**

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing Date and Time. Modifications shall be sealed and submitted in same manner as the Bid.

Bids may not be modified or withdrawn after closing except as provided in District Contracting and Procurement Rules.

E. **DURATION OF BIDS**

Each Bid shall be irrevocable for a period of 90 days from the date of Bid. Award of a Contract to any Bidder

shall not constitute rejection of any other Bid.

#### F. REQUIRED SIGNATURES

Bids shall be signed with ink or indelible pencil, with name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. If submitting electronically via email, a scanned signature will be accepted. Digital and stamped signatures are not accepted.

#### G. RESIDENT BIDDER

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

#### H. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure form, provided in Section 00 43 36, within two (2) hours of the Bid Closing Date and time.

Each Bidder shall also submit its certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4), when applicable.

#### I. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bid documents and the Bid is made in accordance therewith.
2. The Bidder has visited each project site, become familiar with the local 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.
3. The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

#### J. RESERVATIONS

1. The District reserves the following rights:
  - To reject all Bids.
  - To reject any Bid not in compliance with all prescribed public bidding procedures and requirements and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.
  - To reject Bids which it determines to be non-responsive.
  - To reject Bids upon the District's finding that the Bidder:
    - o Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries;
    - o Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
    - o Is not responsible.
  - To waive any informalities in Bids submitted.
  - In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
  - To return the Bid unopened, in the event only one Bid is received.

#### K. ASBESTOS ABATEMENT

Work to be performed under the contract ☐ will ☒ will not require the Bidder or any subcontractors to be licensed for asbestos abatement work per [ORS 468A.720](#). When required, Contractor and all subcontractors working on this Project shall possess an asbestos abatement license,

#### L. LEAD BASED PAINT RENOVATION LICENSE

Perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, 1926.62) and Section 02080 (Lead Handling Procedures) specification in the project manual. When working in areas of buildings occupied by children under age six (6), requirements under [OAR Chapter 333, Division 69](#) may also apply, and the Bidder will be required to be licensed under and comply with [OAR Chapter 812, Division 7](#), and [ORS Chapter 701.510](#).

Work to be performed under the contract ☐ does ☒ does not require the Contractor to hold a Lead-Based Paint Renovation License. **Contractors cannot bid on a renovation project until they have completed an approved training class and obtained a Lead-Based Paint Renovation License** per the [Construction Contractors' Board \(CCB\)](#).

#### M. REQUIREMENTS FOR HAZARDOUS MATERIALS

Asbestos-containing materials (ACM's) are present in various locations throughout the building. It is the intent of Reynolds School District to abate only materials that are an obstruction, part of demolition or necessary to complete the renovation. All abatement work will be conducted by Reynolds School District under a separate contract. The Bidder and its subcontractors are required to familiarize themselves with asbestos and asbestos hazards within the building. Provide hazard communication, training and personal protection equipment as necessary to work in or around areas with asbestos materials. The Bidder shall strictly enforce implementation of OR-OSHA ([OAR Chapter 437 Division 3](#), Subdivision Z 1926.1101) requirements during the performance of the work under this contract.

Documents of reference for information on the type, quantity and location of known ACM's are as follows: 1) Reynolds School District AHERA asbestos inspection report and management plan. 2) Hazardous materials survey/abatement drawings in preparation for the contracted construction. All Sub-contractors are to notify the Bidder if suspect ACM's are uncovered during demolition or renovation activities that are not identified in these documents. Coordinate with the district's hazardous materials consultant as necessary to accommodate testing and abatement work.

For this project, the Bidder and its subcontractors shall comply with all applicable OSHA requirements when working in friable asbestos contaminated areas. This includes but not limited to; floor and attic crawl spaces if those conditions exist in a building. OSHA requirements also apply when working on or around non-friable ACM. This includes but is not limited to; anchorage thru ACM flooring, anchorage of wire molding and fixtures onto ACM plaster or gypsum walls and ceilings, and impacting ACM roofing materials.

#### 1.04. APPEALS & PROTEST OF AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and physically received by the Procurement & Contracting Office no later than 10:00 AM on the seventh (7th) calendar day after the date of the Intent-to-Award Announcement.

Address appeal to:

APPEAL OF AWARD TO ITB – Edgefield I & J Renovation  
Attn: Lauren Tonn, Procurement & Contracting  
Reynolds School District #7, Multnomah County, Oregon  
1204 NE 201<sup>st</sup> Ave  
Fairview, Oregon 97024

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or Specifications after the deadline established for submitting protests of solicitation terms and conditions, contract terms and conditions or Specifications.

## 1.05. CONTRACT, BONDS AND INSURANCE

### A. CONTRACTOR CONTRACT EXECUTION

Within seven (7) calendar days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the District, a sample of which is included in Section 00 52 13 of this ITB. At the same time, the successful Bidder shall furnish a Performance Bond, a Payment Bond, and required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the District, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

### B. DISTRICT CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the District will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

### C. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

### D. PUBLIC WORKS BOND

Before starting Work the successful Bidder shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Bidder shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under Section 279C.836 (1). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding payment of prevailing wages may be directed to BOLI at the BOLI website ([www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)) or at the following address:

Bureau of Labor and Industries  
Wage and Hour Division  
Prevailing Wage Unit  
800 N.E. Oregon Street, #32  
Portland, Oregon 97232

## 1.06. COMPLIANCE WITH LAW

The selected contractor shall be required to comply with the District's standard construction contract provisions as provided in Section 00 52 13. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

## 1.07. RESERVATION OF DISTRICT RIGHTS. The District reserves all rights regarding this RFP, including, without limitation, the following:

1.1 The right to amend, delay or cancel this ITB at any time if deemed to be in District's best interest. In no event shall the District have any liability for any amendment, delay, or cancellation. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.2 The right to accept or reject any or all responses to this ITB, and to waive any informalities and/or irregularities in such proposals. Specifically, the District may reject a bid that does not comply with prescribed public contracting procedures and requirements. In addition, the District may reject a proposal that does not comply

with prescribed public contracting procedures and requirements. The District may also reject for good cause all bids after finding that doing so is in the public interest.

1.3 The right to request clarification on any item in the firm's bid or to request additional information necessary to properly evaluate a particular bid. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

1.4 The right to amend any Contracts that are a result of the ITB.

1.5 The right to engage consultants by selection or procurement independent of the ITB process or any Contracts or agreements under it to perform the same or similar services.

1.6 The right to extend any Contracts that result from the ITB without an additional ITB processes.

## SECTION 00 41 13 BID FORM

### BID FORM (PAGE 1 OF 3)

#### REYNOLDS SCHOOL DISTRICT #7 MULTNOMAH COUNTY, OREGON

The undersigned hereby certifies that Bidder:

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. Has submitted information that is true and accurate to the best of their knowledge and understands that any false statement may disqualify this Bid from further consideration or be cause for contract termination.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Has read, understands and agrees to be bound by all terms and conditions herein.
5. Is a ☐ Resident Bidder, ☐ Non-Resident Bidder, as defined in ORS 279A.120, of the State of Oregon?

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - 6.1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
  - 6.2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 6.2. of this certification;
  - 6.4. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
  - 6.5. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
  - 6.6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

7. Acknowledges Receipt of Addenda No's. \_\_\_\_\_ through \_\_\_\_\_ inclusive.

**BID FORM (PAGE 2 OF 3)**

The Base Bid will be the sum of the following items and represents all work set forth in this ITB, the Contract Documents (including without limitation the Drawings and Specifications):

<b>BASE BID</b>	
	\$
<b>ALTERNATES</b>	
	\$

**Total Base Bid**

**(Expressed in written words and numerals. Written words shall supersede numerals. The District reserves the right to correct mathematical errors whereupon the corrected Total Base Bid takes precedence over written words and numerals.)**

**ALTERNATES:**

The Total Bid Price will be calculated by adding to or deducting from the Base Bid those alternates selected by District at the time of award.

Bids will be evaluated to identify the lowest responsible Bid based on the Total Bid Price. Bids must be submitted by a responsible Bidder and not otherwise disqualified.

**BID FORM (PAGE 3 OF 3)**

**REPRESENTATIONS AND CERTIFICATIONS**

Bidder shall submit Bidder's Responsibility Information Form as per Section 00 45 13 Bidder's Qualifications along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) \_\_\_\_\_  
OR  
SOCIAL SECURITY IDENTIFICATION NUMBER \_\_\_\_\_

BIDDER'S OREGON CONSTRUCTION CONTRACTORS BOARD  
LICENSE NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

CERTIFIED BUSINESS ☐ YES ☐ NO  
IF YES, PROVIDE CERTIFICATION NUMBER \_\_\_\_\_

The undersigned hereby certifies under penalty of perjury that the Bidder has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any required subcontracts.

**TAX CERTIFICATION** – The Bidder attests in writing that they have complied with the tax laws of this state and of political subdivision of this state for no fewer than six years preceding the date of the solicitation closing. Applicable tax laws include, but are not limited to, ORS 305.620, ORS Chapters 316, 317, and 318, any tax provisions imposed by a political subdivision that apply to the Bidder or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

E-Mail \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION. IF SUBMITTING ELECTRONICALLY, A SCANNED COPY WILL BE ACCEPTED. DIGITAL AND STAMPED SIGNATURES ARE NOT ACCEPTED.**

## SECTION 00 43 25 SUBSTITUTION REQUESTS (PRE-BID)

### 1.01. SUBSTITUTION REQUESTS

- A. During Bidding, the District will consider written Substitution Requests received at least 12 calendar days prior to Bid date. Requests received after that time will not be considered.
- B. Submit requests to Procurement & Contracting, 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024 in triplicate on a copy of the attached Substitution Request Form with a self-addressed and stamped envelope.
- C. Prepare separate requests for each product. Combined requests may be rejected.
- D. In making Substitution Requests, Bidder represents:
  - 1. Bidder has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - 2. Bidder will provide the same guarantee for substitution as for product or method specified.
  - 3. Bidder will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
  - 4. Bidder waives all claims for additional costs related to substitutions which consequently become apparent.
- E. All accepted substitutions will be confirmed by inclusion in an addendum. Items not appearing in such addendum shall be deemed rejected.

### 1.02. SUBSTITUTION REQUEST FORM

- A. The Substitution Request Form is attached.



## SECTION 00 43 36 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

### REYNOLDS SCHOOL DISTRICT #7 MULTNOMAH COUNTY, OREGON

PROJECT NAME: \_\_\_\_\_

BID CLOSING DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline").** List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME	CATEGORY OF WORK	DOLLAR VALUE
1.		\$
2.		\$
3.		\$

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

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- 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 AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name): \_\_\_\_\_

Contact Name: Phone #: \_\_\_\_\_

Deliver Form to Agency: District Office Reception Desk – Procurement & Contracting, Reynolds School District Office

Person Designated to Receive form: Lauren Tonn, Procurement, Contracts and Accounting Specialist

Agency's Address: 1204 NE 201<sup>st</sup> Ave, Fairview, Oregon 97024

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

## **SECTION 00 45 13 BIDDER'S QUALIFICATIONS**

- 1.01 Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for award of Contract.

Prior to award and execution of a Contract, the District will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375 and PPS Rule 49-0390. See also PPS Rule 49-0440(1)(c)(H). In doing so, the District may investigate Bidder and request information in addition to that already required in this document, when the District, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the District to obtain any information that the District deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder which is not otherwise disqualified. (Refer to ORS 279C.375 and PPS Rules 49-0390 and 49-0440).

The District may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsive and shall constitute grounds for Bid rejection.

Any Bidder who fails to submit a completed form will be deemed to be non-responsive and will not be considered for Award of Contract.

- 1.02 Bidder's Responsibility Information Form is attached.

## BIDDER'S RESPONSIBILITY INFORMATION FORM

### PAGE 1 OF 5

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

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2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal.)

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3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

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4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal).

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**BIDDER'S RESPONSIBILITY INFORMATION FORM**

**PAGE 2 OF 5**

5. OREGON CONSTRUCTION CONTRACTORS BOARD LICENSING: Is Bidder licensed with the Oregon Construction Contractors Board at the time Bidder submits a Bid for the Work under this ITB? YES / NO If "YES" indicate Oregon Construction Contractors Board license number and expiration date.

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6. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments). If the Bidder cannot document three such projects, the Bidder may submit alternative documentation of one or more similar projects where the Bidder did not achieve substantial completion within 105% of the final contract time, a calculation of the total percentage of time over the final contract time necessary to achieve substantial completion, and an explanation as to why the required additional time was beyond the Bidder's control. **If Bidder has contracted with the District in the past three (3) years, Bidder must include Bidder's most recent project with District in this response.**

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7. DEBARMENT: Has Bidder been debarred by any public agency within the past two (2) years? YES / NO If "YES" identify the public agencies.

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8. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s).

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## BIDDER'S RESPONSIBILITY INFORMATION FORM

### PAGE 3 OF 5

9. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s).

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10. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default from a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder.

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11. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder shall obtain payment bond and performance bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address.

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12. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder's company on any contracts which have been performed or are in the course of being performed? YES / NO If "YES" identify the project and explain the nature of the claims.

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13. REVOKED LICENSE: Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If "YES" explain the underlying reason for the revocation of the license.

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## BIDDER'S RESPONSIBILITY INFORMATION FORM

### PAGE 4 OF 5

14. CRIMINAL OFFENSE: Has Bidder's company or any key person in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES / NO

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15. DEMAND ON PERFORMANCE BOND: In the last five years, has an owner ever made a demand on your performance bond? YES / NO

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16. TERMINATION OF BONDING/INSURANCE COVERAGE: In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / NO

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17. CITATIONS OR ENFORCEMENT ACTIONS. Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / NO If so, please state the date, nature, and final resolution of every such citation or enforcement action."

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18. BONDING. What is the largest contract you have had bonded through the surety company named in Question #11 above? Please identify the project name, the nature of the project, the date of the project and the original contract price.

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**BIDDER'S RESPONSIBILITY INFORMATION FORM**  
**PAGE 5 OF 5**

**BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. PLEASE NOTE: If a different form is used, it must still include ALL information required below, including a project description. **If Bidder has contracted with the District in the past five (5) years, Bidder must include Bidder's most recent project with the District as one of its references.**

<b>Project Reference #1</b>	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:
<b>Project Reference #2</b>	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:
<b>Project Reference #3</b>	
Name and Dates of Project:	
Project Location:	
Project Description:	
Contact Person #1 Name:	
Contact Person #1 Firm Name:	
Contact Person #1 Phone:	Fax:
Contact Person #2 Name:	
Contact Person #2 Firm Name:	
Contact Person #2 Phone:	Fax:

Failure to submit the above-required information to the satisfaction of the District may render the Bid non-responsive.

## **SECTION 00 52 13 AGREEMENT FORM**

### **1.01 FORM OF AGREEMENT**

- A. The Contract between the Owner and the selected contractor for the Work of this project, will be executed on the Reynolds School District #7, Multnomah County, Construction Projects Contract.
- B. A sample copy of the Contract is attached as Attachment A.

## SECTION 00 61 13 FORM OF PERFORMANCE BOND

### REYNOLDS SCHOOL DISTRICT #7 MULTNOMAH COUNTY, OREGON

Bond No. \_\_\_\_\_ Bond Value: \$ \_\_\_\_\_ Bid Title: \_\_\_\_\_

Principal:	Surety:	Obligee: Reynolds School District #7, Multnomah County, Oregon
Address: _____	Address: _____	Address 1204 NE 201 <sup>st</sup> Ave Fairview, OR 97024
Phone: _____	Phone: _____	Phone (503) 661-7200

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) \$ \_\_\_\_\_.

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, including without limitation warranty and maintenance work required under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

By: \_\_\_\_\_ BY ATTORNEY-IN-FACT: \_\_\_\_\_  
[Power-of-Attorney must accompany each surety bond]

Signature

Name

Official Capacity

Signature

Attest:

Corporation Secretary

Address

City

State

Zip

Phone

Fax

# SECTION 00 61 14 FORM OF LABOR AND MATERIAL PAYMENT BOND

## REYNOLDS SCHOOL DISTRICT #7 MULTNOMAH COUNTY, OREGON

Bond No. \_\_\_\_\_ Bond Value: \$ \_\_\_\_\_ Bid Title: \_\_\_\_\_

Principal: _____	Surety: _____	Obligee: Reynolds School District #7, Multnomah County, Oregon
Address: _____	Address: _____	Address 1204 NE 201 <sup>st</sup> Ave Fairview, OR 97024
Phone: _____	Phone: _____	Phone (503) 661-7200

**Agreement: Principal has entered into a contract ("Contract") with Obligor for the following Project:** \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligor the sum of (Total Penal Sum of Bond) \$ \_\_\_\_\_.

and

WHEREAS, the Principal has entered into a contract with the Obligor, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligor, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligor on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligor be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

By: \_\_\_\_\_ BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each surety bond]

Signature

Name

Official Capacity

Signature

Attest: \_\_\_\_\_ Address \_\_\_\_\_

Corporation Secretary

City

State

Zip

Phone

Fax

## **SECTION 00 72 13 GENERAL CONDITIONS**

### **1.01 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

- A. The General Conditions are included in Attachment A.

# ATTACHMENT A

## REYNOLDS SCHOOL DISTRICT

### CONSTRUCTION PROJECTS CONTRACT – FIXED FEE

This Contract is between Reynolds SCHOOL DISTRICT (Owner) and (Contractor).

**Purpose:** To perform the renovation of Buildings I & J at the Edgefield Campus of Reynolds School District

The parties agree as follows:

**Date of Commencement and Substantial Completion.** The date of commencement of the Work shall be .

The Contract Time shall be measured from the date of commencement. The Contractor shall achieve Substantial Completion of the entire Work not later than <<Enter Date>>.

**Contractor's Agreement to Provide Services.** Contractor agrees to provide Owner the Services described in Exhibit 1.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** The Owner agrees to pay Contractor in accordance with Exhibit 1 and this Contract.

**Contract Documents.** The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 (Insurance Requirements); Exhibit 3 (Certification Statement for Corporation or Independent Contractor); Exhibit 4 (Workers' Compensation Exemption Certificate, applicable only if Contractor is claiming to be exempt from payment); Exhibit 5 (Hazardous Materials Requirements), Exhibit 6 Contractor proposal.

A conflict in the Contract Documents shall be resolved in the priority listed above, with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

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#### i) STANDARD TERMS AND CONDITIONS

1. **Incorporation of ITB and Addenda.** This Contract was awarded pursuant to the Reynolds School District Invitation to Bid for the renovation of buildings I and J at the Reynold's Edgefield Campus ("ITB"). All terms and conditions of the ITB, as may be amended from time to time, and all subsequent addenda, as may be issued from time to time, are herein incorporated by reference and become part of this Contract.
2. **Subcontracts.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract without the prior written consent of the Owner, which may not be withheld without cause. In addition to any other provisions the Owner may require, Contractor shall require of any permitted Subcontractor under this Contract, that the Subcontractor be bound by all the same terms and conditions of this a Contract. Such subcontracts are solely between the Contractor and the Subcontractor and shall not have any binding effect on the Owner. However, the Contractor may not invoice the Owner for more than a 10% markup of the Subcontractor's goods or services, nor may the Contractor invoice the Owner for any markups of the Subcontractor's hard costs (e.g. mileage, supplies, background check fees).
3. **Assignment.** This Contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the Owner.
4. **Other Contractors.** The Owner may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any Owner employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** The Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, the Owner, after seven (7) days' written notice, shall

have the right to obtain from other sources such services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

9. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor prior to the time in which such changes are to become effective and work is performed. The Owner reserves the right to reject any modifications of the Contract unacceptable to the Owner.
10. **Early Termination.** This Contract may be terminated as follows:
- a. **Termination by Mutual Agreement:** The Owner and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. **Termination for Convenience:** The Owner, in its sole discretion, may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. **Termination for Breach:** Either the Owner or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding paragraph 10(c), the Owner may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
  - e. **Payment on Early Termination:** Upon termination pursuant to paragraph 10, payment shall be made as follows:
    - i. If terminated under 10(a) or 10(b) for the convenience of the Owner, the Owner shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The Owner shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the Owner may have against Contractor.
    - ii. If terminated under 10(c) by the Contractor due to a breach by the Owner, then the Owner shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
    - iii. If terminated under 10(c) or 10(d) by the Owner due to a breach by the Contractor, then the Owner shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract, less any setoff to which the Owner is entitled.
11. **Payment of Invoices.** Unless otherwise provided in Exhibit 1, the payment period shall be one calendar month. Owner shall pay Contractor a fixed fee in the sum of \$\_\_\_\_\_ through monthly progress payments. Final payment is due upon Project completion and final inspection, as approval by Owner in Owner's sole and absolute discretion. Monthly progress payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the Owner, whichever is earlier. The Owner may withhold 5% of each payment as retainage pursuant to ORS 279C.570.
12. **Changes in the Work.** The Owner reserves the right to adjust the scope of the work by written Change Order if required by unforeseen circumstances or changes in the budget. No Change Order will be effective unless approved in writing by the Owner and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
13. **Inspection and Acceptance of Work.** Owner shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Owner.
14. **Right to Withhold Payments.** Owner shall have the right to withhold from payments due Contractor such sums as necessary, in Owner's sole opinion, to protect Owner against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, Owner shall have the right to withhold from payments due Contractor such sums as are required to satisfy Owner's claims under that provision.
15. **Knowledge of Site Conditions.** The Contractor shall, as a condition precedent to commencement of the Work, (a) become familiar with the Project site and review all analyses, studies, and test data available to the Contractor concerning the conditions

of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surfaces and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. The Contractor will notify the Owner in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.

The Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

**16. Owner's Right to Stop the Work.**

- a. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- b. If suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, the Owner may suspend the Work by giving written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
- c. Notwithstanding any other provision, the Owner's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in the Contractor's Work will be borne solely by the Contractor.

**17. Performance of the Work.** The Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation, compliance with all applicable federal, state, and local building codes, the Owner's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, the Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of the Architect or the Owner's Representative. Conflicts between manufacturers' directions shall be resolved by the Architect.

**18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

- a. If terminated under 10(c) by the Owner due to a breach by the Contractor, the Owner may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Owner the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 10 and 14 for a breach by the Contractor, the Owner shall also be entitled to any other equitable and legal remedies that are available.
- c. If the Owner breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the Work.

**19. Claims.**

- a. Time Limits on Claims: Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to the Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought.
- b. Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- c. Claims for Additional Costs: If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner.
- d. Claims for Additional Time: If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of the cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

- e. Injury or Damage to Person or Property: If any person suffers physical injury or property damage arising from the Work regardless of the cause, notice of such injury or damage, whether or not insured, shall be given immediately to the Owner's authorized representative and the Contractor's authorized representative. The notice shall provide sufficient detail to enable the Owner and any other party affected to investigate the matter.

**20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- a. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- b. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient payment bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- c. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld.
- d. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- e. ORS 279C.515 (Failure to Pay Promptly): If 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 this Contract as such Claim becomes due, the Owner 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 this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims.

Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

- f. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279C.100, the laborer shall be paid at least time and a half pay:
  - i. 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; and
  - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, 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 that the

employees may be required to work.

- g. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
  - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
  - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and Port Districts.
  - iv. Tribal Governments.
- h. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, 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, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- i. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
- i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work, and
  - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- j. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier. Contractor shall provide each first-tier Subcontractor with a standard form which the first-tier Subcontractor may use as an application for payment, and Contractor shall continue to use said form and regular administrative procedures for processing payments for the entire term of the subcontract unless it notifies the first-tier Subcontractor of a prospective change, in writing, at least 45 days before the date on which the contractor makes the change; and

includes with the written notice a copy of the new or changed form or description of the new or changed procedure.

- k. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- l. ORS 279C.800 to 279C.875 (Payment of Prevailing Wage Required):
- i. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
  - ii. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon dated <<Enter Date>> the PWR Apprenticeship Rates, and any amendments to the PWR rates of Apprenticeship rates since the most current publication of those rates. Such publications can be reviewed electronically at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> and are hereby incorporated as part of the Contract Documents.
  - iii. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
  - iv. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
  - v. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- m. ORS 279C.836 (Public Works Bond Required): The Contractor shall:
- i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9); and
  - ii. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- n. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
- i. Contractor and every Subcontractor shall file certified statements with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statements shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to 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.
  - ii. The certified statement shall be delivered or mailed by Contractor or Subcontractor to Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the Owner shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the Owner as required by this Section. The Owner will pay the retainage required under this Section within 14 days after the Contractor files the certified statements required by this Section.
  - iii. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- o. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as

a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Owner immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

- p. **Applicable Federal Statutes:** Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility. In addition, Contractor expressly agrees to comply with the following: Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); all regulations and administrative rules established pursuant to the forgoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including without limitation (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) the Health Insurance Portability and Accountability Act of 1996; (e) the Age Discrimination in Employment Act of 1967, as amended and the Age Discrimination Act of 1975, as amended; (f) Discrimination against disabled persons (ORS) 659A.142), (g) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (h) the Comprehensive Alcohol and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.6160) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (i) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-34), as amended, relating to confidentiality of alcohol and drug abuse patient records; (j) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (k) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (l) the requirements of any other nondiscrimination statute(s) which may apply to the application. Contractor shall comply with the provisions of the Hatch Act (5 U.S. 1501-1508 and 7234-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.

21. **Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from Owner, whichever is later. Contractor shall assign all manufacturers' warranties to Owner and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of Owner. Contractor shall provide Owner with all manufacturers' warranty documentation and operations and maintenance manuals.
22. **Errors.** The Contractor shall perform, at Contractor's sole cost and expense, such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost to Owner.
23. **Access to Records.** The Contractor agrees that the Owner and its authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the Owner's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

24. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the Owner. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the Owner a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The Owner shall have no rights in any pre-existing work product of Contractor provided to the Owner by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for Owner use only. If this Contract is terminated by either party or by default, the Owner, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**25. When Work Is Performed on Owner Property (Including Schools) Contractor Shall Comply With the Following:**

- a. Identification. Contractor performing works on Owner property or for Owner shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to Owner, Owner may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism the Owner in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other Owner locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on Owner property.
- d. No Drugs. Owner property sites are designated drug-free zones enforced by the Portland Police Bureau.
- e. No Weapons or Firearms. Except as provided by Oregon statutes and Owner policy, weapons and firearms are prohibited on Owner property.

**26. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:**

- a. No Unsupervised Contact With Students: "Unsupervised contact with students" means contact with students that provides the person with opportunity and probability for personal communication or touch when not under direct supervision. The Contractor will ensure that the Contractor, any Subcontractors, and their officers, agents, and employees will have no direct, unsupervised contact with students while on the Owner's property. The Contractor will work with the Owner to ensure compliance with this requirement. If the Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, the Contractor shall so notify the Owner prior to beginning any Work that could result in such contact. The Contractor authorizes the Owner to obtain information about the Contractor and its history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of the Contractor who will have unsupervised contact with students. The Contractor also agrees to cause the Contractor's employees and/or Subcontractors, if any, to authorize the Owner to conduct such background checks. The Contractor shall pay all fees assessed by Oregon Department of Education and the Owner for processing the background check. The Owner may deduct the cost of such fees from a progress or final payment to the Contractor under this Contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality: The Contractor will not disclose any information or records regarding students or their families that the Contractor may learn or obtain in the course and scope of the Contractor's performance of this Contract.
- c. Child Abuse and Sexual Conduct Report Act: The Contractor shall comply with the child abuse reporting law (ORS 419B.005 through 419B.055) and Oregon's sexual conduct law (ORS 339.370 to 339.400) and shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused or has been the subject of sexual conduct. The Contractor shall report to the principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused or been the subject of sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

**27. Warranty.**

- a. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- b. If, after 10 days' notice, the Contractor fails to proceed to cure any breach of this warranty, the Owner may have the defects corrected and the Contractor and its surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Owner or the Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to the Contractor, but the Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subparagraph are not exclusive, but are cumulative of any other remedies the Owner may have.
  - c. The Contractor shall assign to the Owner, and shall deliver to the Owner, all manufacturers' warranties not later than the date of final acceptance of the Work by the Owner.
- 28. **Employees of Contractor.** At the direction of the Owner, Contractor will immediately remove any employee of Contractor from all Owner premises where the Owner determines, in its sole discretion; removal of such employee would be in the best interests of the Owner.
- 29. **Security.** Any disclosure or removal of any matter and/or property not in conjunction with the specifications on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to, attorney fees, resulting from any action or suit brought against the Owner as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on Owner property shall be borne by the Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
- 30. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, their employees, agents, volunteers, board members and officers, the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, demands, judgment, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 30.
- 31. **Insurance.** Prior to beginning the Work, the Contractor shall provide insurance in accordance with Exhibit 2.
- 32. **Waiver.** Waiver of any default under this Contract by the Owner shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 33. **Arbitration.**
  - a. Any Claim arising out of or related to the Contract, except those waived as provided for in subparagraph 19, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
  - b. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the rules of Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with the Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
  - c. A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 34. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the Owner, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Washington County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 35. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 36. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either

party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

37. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
38. **Owner's Remedies in the event of Default.** In the event Contractor defaults under this Contract, Owner shall have the following remedies available to it:
- a. Reducing or withholding payment;
  - b. Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
  - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the public contract or other applicable law.
- Notwithstanding the above, Owner shall have available to it any other remedies afforded to it under this Contract or under Oregon law.
39. **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under subparagraph 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
40. **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
41. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.
42. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

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**CONTRACTOR DATA AND SIGNATURE**

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Business Name: <<ENTER NAME>>

Business Address: <<ENTER ADDRESS>>

Contractor Phone: <<Enter Phone>>

Federal Tax ID# #:

Is Contractor a nonresident alien?

☐ Yes ☒ No

Business Designation (check one):

☐ Sole Proprietorship

☒ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☐ Other [describe here: \_\_\_\_\_]

**Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.**

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if applicable) Exhibit 4.

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**REYNOLDS SCHOOL DISTRICT NO. 7  
SIGNATURE**

(This Contract is not binding on the Owner until signed by the appropriate signing authority)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

.....RSD Internal Use Only.....

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Code

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EXHIBIT 1

REYNOLDS SCHOOL DISTRICT NO. 7

(b) STATEMENT OF WORK, COMPENSATION,

**PAYMENT and RENEWAL TERMS**

1. **Contractor shall perform the following work:**

*Provide all necessary equipment, labor and materials necessary to perform <<Enter Scope>>.*

2. **Owner shall pay Contractor a fixed fee in the sum of \$\_\_\_\_\_ through monthly progress payments.** Final payment is due upon Project completion and final inspection, as approval by Owner in Owner's sole and absolute discretion. Monthly progress payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the Owner, whichever is earlier. The Owner may withhold 5% of each payment as retainage pursuant to ORS 279C.570.

All Services performed after the Project has been completed, including, but not limited to, any construction management, warranty oversight, and any such related work outside the scope of the initial planning stage of Project are considered Services to be provided on an "as needed" basis and will be performed only if authorized by the Owner in writing. The cost for each such Service shall, at Owner's sole discretion, be either a fixed price mutually agreed to by the Owner and Consultant prior to authorization to proceed with the Service, or shall be a maximum, not-to-exceed contract price indicated below for that Service (as those amounts may be revised in accordance with this Section) derived from Consultant's personnel time to complete the Service multiplied by the hourly rates for those personnel as set forth above. It is the goal of the Owner and Consultant to agree to a maximum, not-to-exceed contract price for any Post-Project Services for which the actual scope of Service can be defined and agreed to.

3. **The Owner shall pay Contractor on the following basis:** See Section 11 in the Contract.

Payments shall be made to the address below:

**<<Enter Street Address>>.**  
**<<Enter City, State & Zip>>.**

4. **Contractor will invoice the Owner for the Work as follows:**

Invoices shall be submitted to the address below:

Accounts Payable  
1204 NE 201st Ave.  
Fairview, Oregon 97024

Or Via Email to

**ap@rsd7.net**

**cc the RSD employee that coordinated the services**

5. **Owner will pay expenses on the following terms and conditions:** Expenses are included in the above-noted Contract Price.
6. **This Contract is not renewable.**
7. **Invoices should at a minimum have listed:**
- I. **The PO Number**
  - II. **RSD Contract Number**
  - III. **Name of the RSD Project Manager/Contact who coordinated the work.**
  - IV. **Dates of service performed**
  - V. **Location where services were performed**

- VI. Brief scope summary
- VII. If Prevailing Wage Certified Payroll will need to be submitted.

**EXHIBIT 2**  
**REYNOLDS SCHOOL DISTRICT**

**(c) INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all Subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).  
**THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than:

☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  
☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the Contract.

☒ Required by Owner ☐ Not required by Owner

**Commercial General Liability** insurance, on an occurrence basis, with a limit of not less than:

☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☒ \$3,000,000. This insurance must include contractual liability coverage.

☒ Required by Owner ☐ Not required by Owner

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than:

☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000 each occurrence for Bodily Injury/Personal Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

☒ Required by Owner ☐ Not required by Owner

**Builders All-Risk** insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the Work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of Owner in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any Owner-provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on Owner's premises, until a certificate evidencing such insurance has been delivered to and approved by Owner.

☐ Required by Owner ☐ Not required by Owner

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Within 10 days after the receipt of Notice of Award, the successful Offeror shall be prepared to execute the Contract provided by the Owner. At the same time, the successful Offeror shall furnish a separate Performance and Payment Bond in a form and with surety satisfactory to the Owner in an amount equal to the full Contract sum for the faithful performance of the Contract and all provisions thereof. Owner shall be named as the obligee on the Bond. In addition, for contracts exceeding \$100,000, the Performance and Payment Bond shall remain in force for one year after completion and acceptance by the Owner.**

**Certificate(s) of Insurance Required.**

Contractor shall furnish a current Certificate(s) of Insurance to the Owner prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Contractor's insurer to the Owner. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the Owner, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No Work shall commence until the certificate and additional insured endorsement are received by the Owner. If requested, complete copies of insurance policies shall be provided to the Owner.

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 3

REYNOLDS SCHOOL DISTRICT

CONSTRUCTION PROJECTS CONTRACT

**CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.**

**I certify under penalty of perjury that Contractor is a [check one]:**

☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OR

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- ☐ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ☐ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ☐ C. My business telephone listing is separate from my personal residence telephone listing.
- ☐ D. I perform labor or services only under written contracts.
- ☐ E. Each year I perform labor or services for at least two different persons or entities.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REYNOLDS SCHOOL DISTRICT

## CONSTRUCTION PROJECTS CONTRACT

**WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this Contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

**\*NOTE:** Under OAR 436-050-0050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**\*\*NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

**REYNOLDS SCHOOL DISTRICT  
HAZARDOUS MATERIALS REQUIREMENTS**

Hazardous Materials as that term is defined under Section G, below.

- A. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or be present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the Owner a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the Owner's property, including the purpose for their use on the Project.
- B. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall **immediately** (1) stop the Work or the portion of the Work affected, (2) notify the Owner and the Architect orally and in writing, and (3) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- C. With respect to any Hazardous Materials or other material or substance reported to the Owner under Section B above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the Owner shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may, subject to agreement by the Owner and the Contractor, be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay, and start-up, which adjustments shall be accomplished as provided in the Contract.
- D. With respect to any Hazardous Materials or other material or substance reported to the Owner under Section B above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (1) proposing to the Owner and the Architect a qualified environmental consultant, (2) obtaining and paying for the services of the environmental consultant, and (3) verifying that the material is rendered harmless, as otherwise set forth in Section C above. The Contractor will not be entitled to an increase in the Contract Sum as stated in the last sentence of Section C if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the Owner. Generally, the Owner may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- E. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Owner under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the Owner or its agents or representatives.
- F. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner's Representatives, and employees of any of them from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the Owner or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Owner's own negligence, but will require indemnity to the extent of the fault of the Owner or its agents or representatives.



- G. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Exhibit 5, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

---

Contractor Printed Name

Contractor Signature

Contractor Title

Date

## Reynolds School District #7

### WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Proof of Vaccination.** As of October 18, 2021, contractors and volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Medical and religious exceptions may be denied by the District if: 1) the exception would constitute an undue hardship on the operation of the District; 2) pose a direct threat to health or safety; or 3) the District determines, at its sole discretion, that the request does not meet the criteria for a medical or religious exception.

**Reynolds School District #7**

\_\_\_\_\_  
Superintendent or Authorized Signer

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed  
4892-6410-8290, v. 1

**Contractor**

\_\_\_\_\_  
Contractor Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

# Edgefield Buildings "I" and "J"- Remodel 2021

## Reynolds School District

### 1121 NE 172nd Ave, Portland, OR 97230

**owner**  
Reynolds School District  
1204 NE 201st Ave  
Fairview, OR. 97024  
503-661-7200

**architect**  
BRIC Architecture  
1233 NW Northrup Street, Suite 100  
Portland, Oregon 97209  
t: (503) 595 4900

**project manager**  
CBRE HEERY  
2 Centerpointe Drive, Suite 250  
Lake Oswego, OR. 97035  
t: (503) 431-6180

#### CONTENTS

#### architectural

- A0.01 CODE PLANS
- A1.01 DEMOLITION FLOOR PLANS
- A2.01 REMODELED FLOOR PLAN
- A3.01 INTERIOR ELEVATIONS & DOOR SCHEDULE
- A4.01 FINISH PLAN AND NOTES BUILDING "I"
- A4.02 FINISH PLAN AND NOTES BUILDING "J"

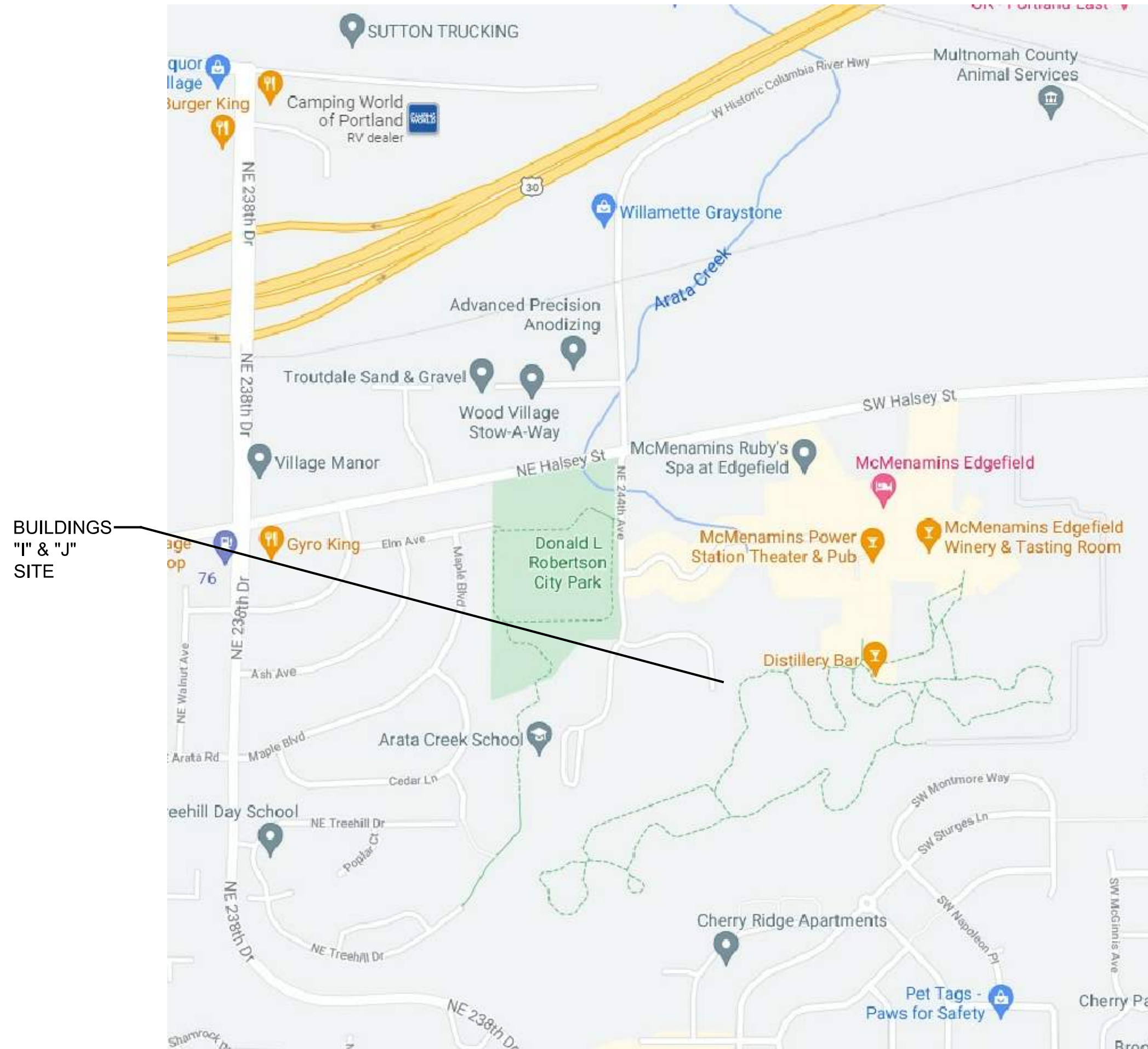
#### project information

OWNER: REYNOLDS SCHOOL DISTRICT  
PROJECT SCOPE: SCOPE OF WORKING INCLUDES THE REMODEL OF AN EXISTING KITCHEN, BOARD ROOM, FINISHES AND A RESTROOM IN BUILDING "I" AND A FINISHES IN BUILDING "J".

PROJECT LOCATION: BUILDINGS "I" AND "J" ON EDGEFIELD CAMPUS  
2408 SW HALSEY ST. TROUTDALE  
1500 SF

AREA TO BE REMODELED :  
BUILDING CODES: 2019 OREGON STRUCTURAL SPECIALTY CODE (OSSC)  
2019 OREGON MECHANICAL SPECIALTY CODE (OMSC)  
2017 OREGON PLUMBING SPECIALTY CODE (OPSC)  
2019 OREGON ZERO ENERGY READY COMMERCIAL CODE  
2017 OREGON ELECTRICAL SPECIALTY CODE (OESC) BASED ON THE 2017 NFPA 70 NATIONAL ELECTRIC CODE

ICC A117.1-2009 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES  
TYPE OF CONSTRUCTION: VB  
OCCUPANCY: EDUCATIONAL (GROUP B)  
SPRINKLERS EXISTING: YES



VICINITY MAP

∠	ANGLE	DBL	DOUBLE	FF	FINISH FLOOR	L	LENGTH	OH	OVERHEAD	STD	STANDARD
&	AND	DTL	DETAIL	FIN	FINISH	LAV	LAVATORY	OPNG	OPENING	STL	STEEL
AB	ANCHOR BOLT	DF	DRINKING FOUNTAIN	FL	FLOOR	LB	LAG BOLT	OPP	OPPOSITE	STOR	STORAGE
ACT	ACOUSTICAL CEILING TILE	FO	FACE OF	LS	LOOKER	OS	OUTSIDE	STRUC	STRUCTURAL	SUSP	SUSPENDED
ADD	ADDENDUM	LS	LANDSCAPING	PL	PROPERTY LINE	PLAS	PLASTER	PLAS	PLYWOOD	PLAS	PLYWOOD
AESS	ARCHITECTURAL EXPOSED	DM	DIMENSION	PSF	PER SQUARE FOOT	PSF	PRESSURE TREATED	PVMT	PAVEMENT	R	RADIUS
AFF	ABOVE FINISH FLOOR	DSP	DISPENSER	PT	FACE OF FINISH	PT	PRESSURE TREATED	RD	ROOF DRAIN	REF	REFERENCE
ALS	AREA LIGHT STANDARD	DN	DOWN	FOS	FACE OF STUD	FOS	FACE OF STUD	REFR	REFRIGERATOR	REQD	REQUIRED
ALUM	ALUMINUM	DP	DAMP-PROOFING	FRT	FIRE RETARDANT TREATED	FRT	FIRE RETARDANT TREATED	REV	REVISE OR REVISION	RM	ROOM
ANOD	ANODIZED	DR	DOOR	FTG	FOOTING	FTG	FOOTING	RO	ROUGH OPENING	RCP	REFLECTED CEILING PLAN
BD	BOARD	DS	DOWNSPOUT	FURR	FURRING	FURR	FURRING	SAHTS	SELF ADHERED HIGH TEMPERATURE SHEET	SAM	SAM
BLDG	BUILDING	DWG	DRAWING	GA	GAUGE	GA	GAUGE	SC	SOLID CORE	SECT	SECTION
BLKG	BLOCKING	(E)	EXISTING	GALV	GALVANIZED	GALV	GALVANIZED	SF	SQUARE FOOT	SHTG	SHEATHING
BM	BENCH MARK	EA	EACH	GB	GRAB BAR	GB	GRAB BAR	SHWR	SHOWER	SHT	SHEET
BOT	BOTTOM	EF	EXHAUST FAN	OC	GENERAL CONTRACTOR	OC	GENERAL CONTRACTOR	SIM	SIMILAR	SJ	SEISMIC JOINT
BTWN	BETWEEN	EJ	EXPANSION JOINT	GL	GLASS	GL	GLASS	SM	SHEET METAL	SQ	SQUARE
C	CHANNEL	GND	GROUND	MTD	MOUNTED	MTD	MOUNTED	SS	STAINLESS STEEL		
CB	CATCH BASIN	ENGR	ENGINEER	MTL	METAL	MTL	METAL				
CCTV	CLOSED CIRCUIT TV	EQ	EQUAL	NEW	NOT APPLICABLE	NEW	NOT APPLICABLE				
CIP	CORNER GUARD	ES	EQUIPMENT	NIC	NOT IN CONTRACT	NIC	NOT IN CONTRACT				
CLG	CEILING	ES	EACH SIDE	NOM	NOMINAL	NOM	NOMINAL				
CLR	CLEAR	EXP	EXPANSION	NTS	NOT TO SCALE	NTS	NOT TO SCALE				
CMU	CONCRETE MASONRY UNIT	EXT	EXTERIOR	OA	OVERALL	OA	OVERALL				
CONT	CONTINUOUS	FA	FIRE ALARM	OC	ON CENTER	OC	ON CENTER				
CORR	CORRIDOR	FD	FLOOR DRAIN	OD	OUTSIDE DIAMETER	OD	OUTSIDE DIAMETER				
CR	CLASSROOM	FE	FIRE EXTINGUISHER	OF	OWNER FURNISHED	OF	OWNER FURNISHED				
CSJ	CONSTRUCTION JOINT	FECB	FIRE EXTINGUISHER CABINET	JAN	JANITOR	JAN	JANITOR				
CSMT	CASEMENT	W	WATER	JST	JOIST	JST	JOIST				
CT	CERAMIC TILE										
CTR	CENTER										
CL	CENTERLINE										

#### ARCHITECTURAL ABBREVIATIONS

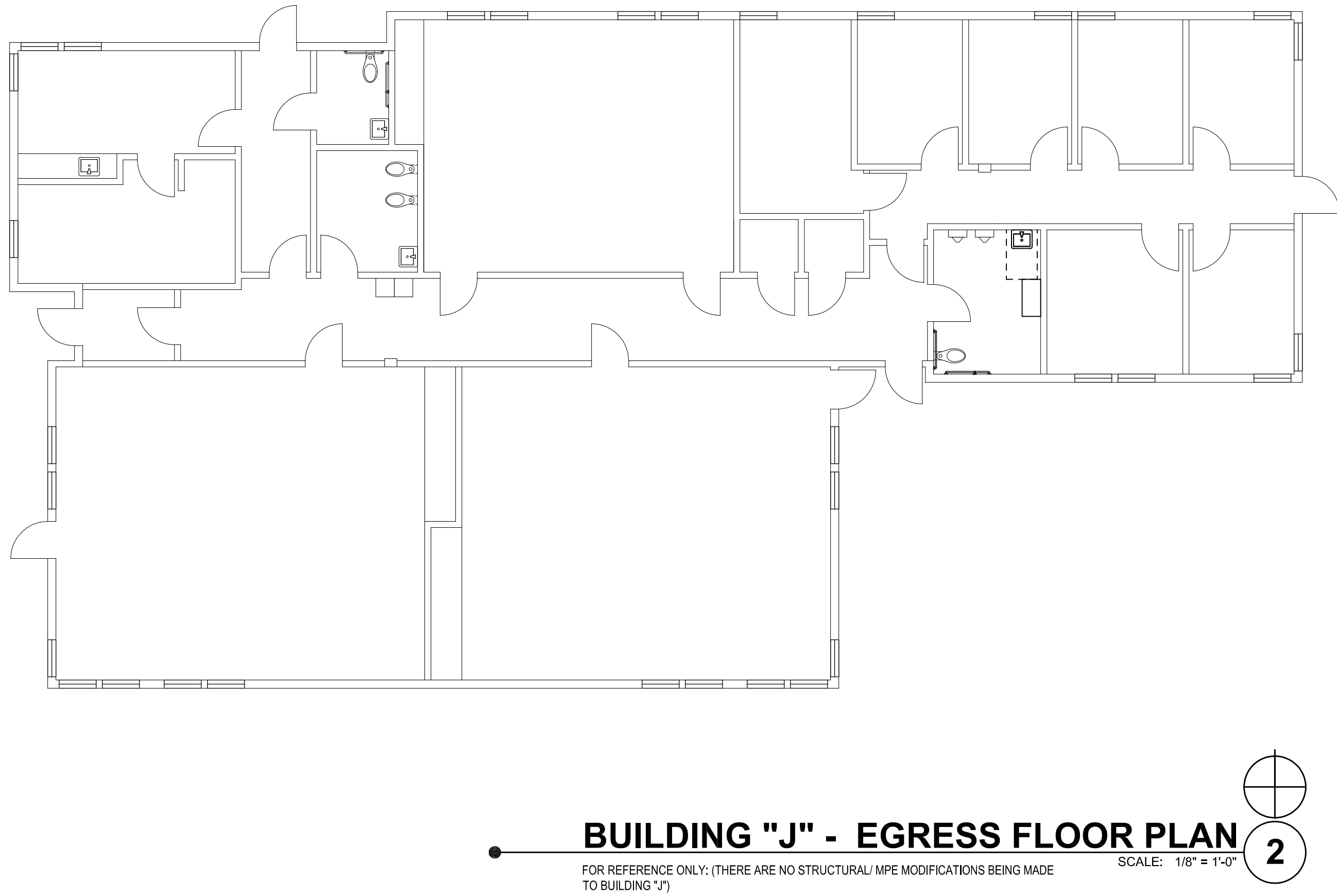
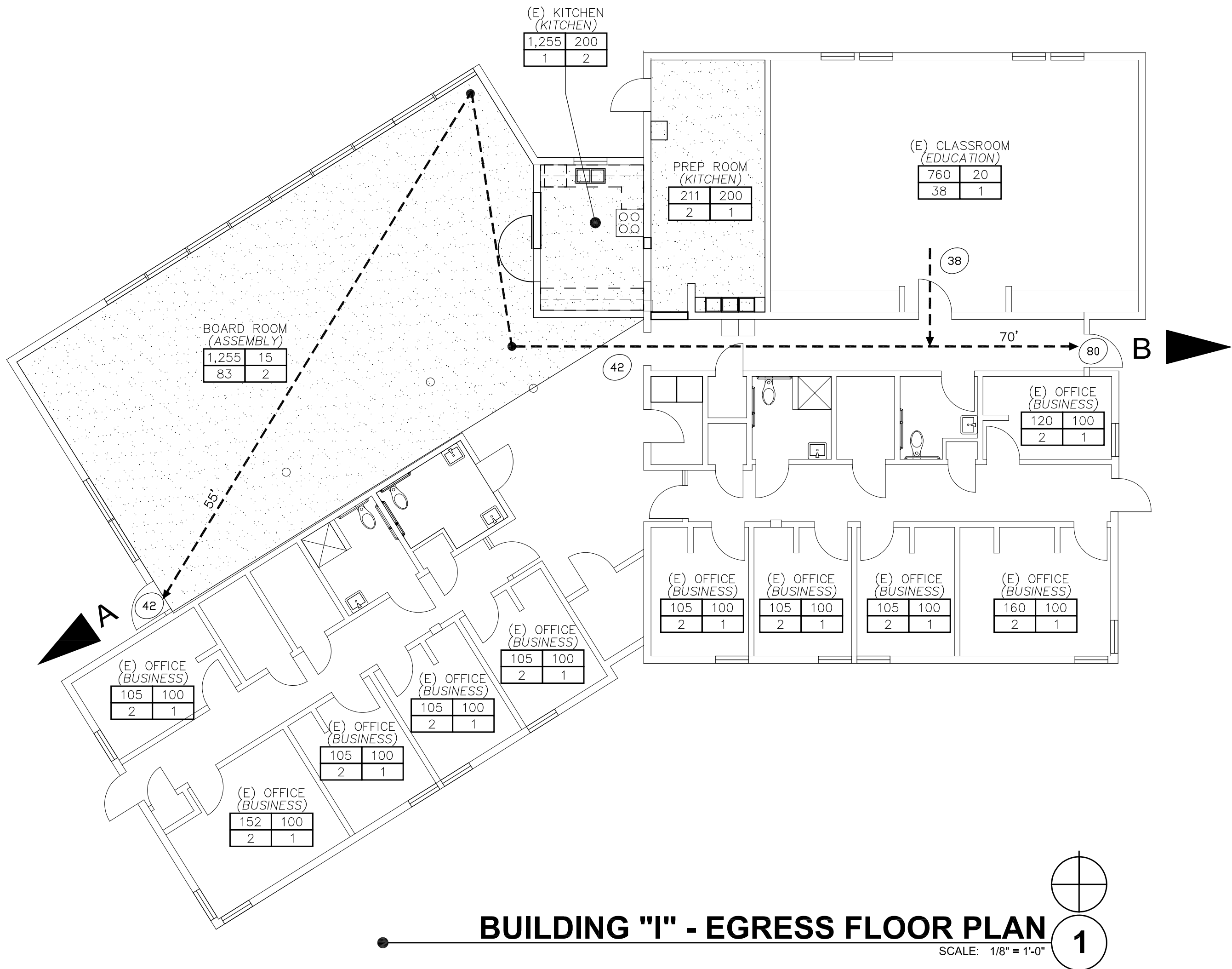
	PROJECT NORTH		Room name		GRID LINE		SPOT ELEVATION - ALL REFERENCES TO F.F.E.
	ROOM NAME & NUMBER		BUILDING SECTION		WALL SECTION		DOOR NUMBER - SEE DOOR SCHEDULE
	STOREFRONT OR WINDOW TYPE		DETAIL SECTION		DETAIL		REVISION CLOUD
	KEYNOTE REFERENCE		EXTERIOR ELEVATION		INTERIOR ELEVATION		
	CEILING PLANE HEIGHT - ALL REFERENCES TO FINISH FLOOR ELEVATION						
	INTERIOR FINISH TYPE						
	HORIZONTAL ELEVATION PLANE HEIGHT - ALL REFERENCES TO F.F.E.						

#### ARCHITECTURAL SYMBOLS

## PERMIT SET

BRIC  
ARCHITECTURE, INC.

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LEGEND:											
		REMODEL AREA (SEE PLANS FOR EXTENT AND FOR OTHER AREAS OF REMODEL WORK)									
ROOM NAME (Code Definition)	AREA (SF)		OCC. LOAD FACTOR TABLE 1004.1.2								
	<table><tr><td>980</td><td>20</td></tr><tr><td>49</td><td>1</td></tr></table>	980	20	49	1	<table><tr><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td></tr></table>	-	-	-	-	OCCUPANTS # OF EXITS REQUIRED (CUMULATIVE EXITS)
980	20										
49	1										
-	-										
-	-										
	NUMBER OF OCCUPANTS WITH DIRECTION OF TRAVEL										
*	INCIDENTAL USE TO PRIMARY ADJACENT ROOM - OCCUPANTS NOT COUNTED FOR EXITING										
	PATH OF EGRESS TO AN EXIT - (TRAVEL DISTANCE NOTED IN ' XX' ) EQUALS TOTAL DISTANCE FOR ROUTE) - MAXIMUM DISTANCE OF 250' ALLOWED PER TABLE 1016.1										
EXIT TYPE LEGEND											
EXIT	OCCUPANT LOAD	REQUIRED WIDTH (INCHES)	PROVIDED WIDTH (INCHES)	NOTES							
A	42	34	36	-							
B	80	16	36	-							
NOTE: THERE ARE NO MODIFICATIONS BEING MADE TO BUILDING "J"; THUS THERE IS NO EXIT INFORMATION REQUIRED											
PLUMBING FIXTURE COUNT											
TOTAL OCCUPANT LOAD : ASSEMBLY (83), EDUCATION (38) & BUSINESSKITCHEN (22). TOTAL OCCUPANT LOAD IS 144. DISTRIBUTION = 72 MALE AND 72 FEMALE OCCUPANTS											
PER TABLE 29 OF THE OSSC, IF WE USE OCCUPANCY TYPE (E) AS THE MAIN FUNCTION OF THE SPACE, THEN 1 WATER CLOSET AND 1 SINK IS REQUIRED FOR EVERY 50 MALES AND 1 WATER CLOSET AND 1 SINK FOR EVERY 50 FEMALE OCCUPANTS, THEREFORE 2 WATER CLOSETS AND 2 SINKS FOR MALES ARE REQUIRED AND 2 WATER CLOSETS AND 2 SINKS FOR FEMALES ARE REQUIRED											
THERE ARE 4 UNISEX BATHROOMS EACH WITH 1 W/C AND 1 SINK PROVIDED, THUS THERE ARE SUFFICIENT FIXTURES PROVIDED. THERE ARE 2 DRINKING FOUNTAINS PROVIDED											
NOTE: THERE ARE NO MODIFICATIONS BEING MADE TO BUILDING "J"; THUS THERE IS NO PLUMBING FIXTURE INFORMATION REQUIRED											

BR|IC  
ARCHITECTURE, INC.

Reynolds SD Edgefield Buildings "I" and "J" - Remodel 2021  
1693 SW Cherry Park Road, Troutdale, OR 97060  
Reynolds School District

REGISTERED ARCHITECT  
3473  
DANIEL J. HESS  
PORTLAND, OREGON  
STATE OF OREGON  
Dan Hess  
Architect

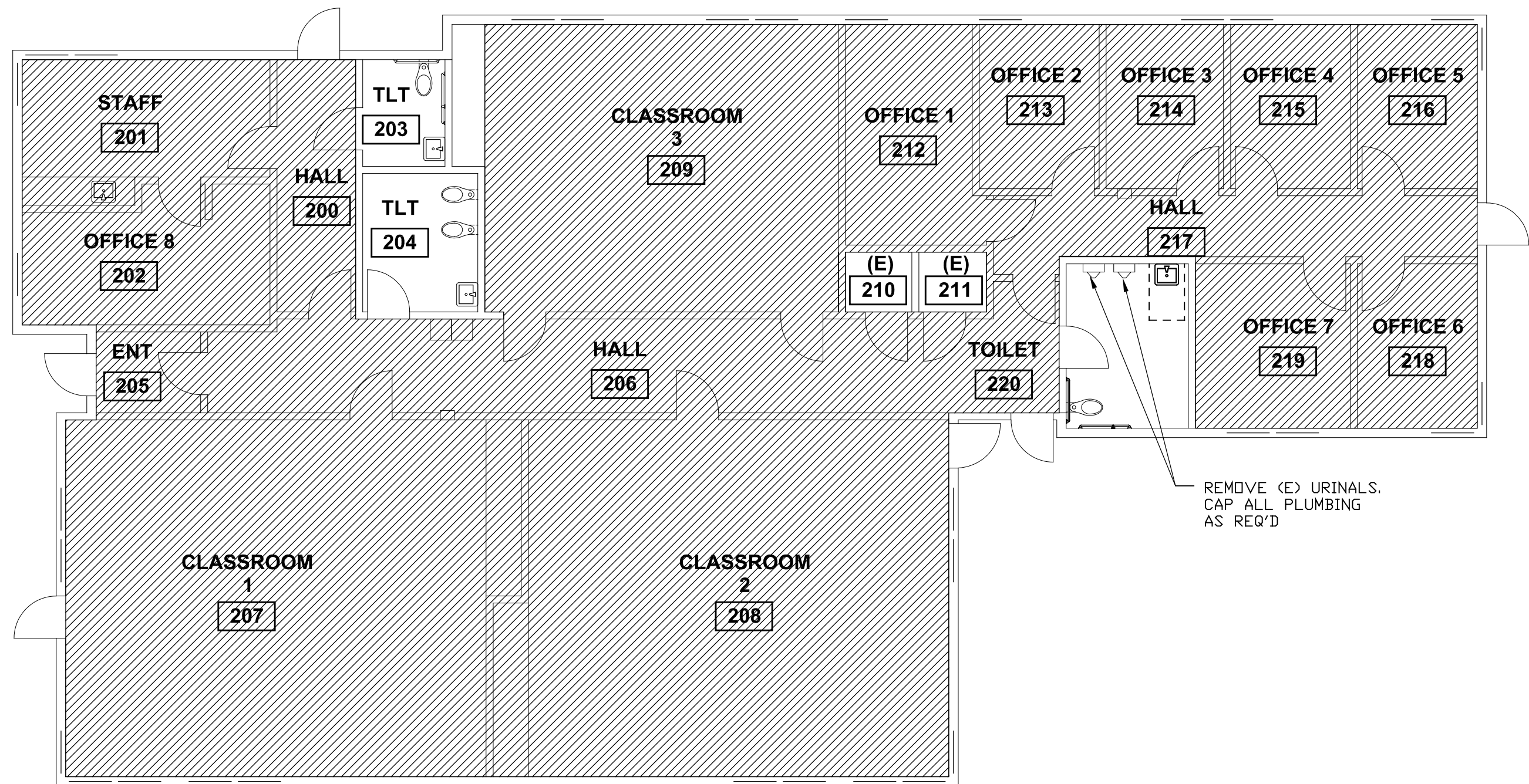
revisions

phase  
date  
project

Permit Set  
7.15.2101  
21007  
CODE PLAN

A0.01

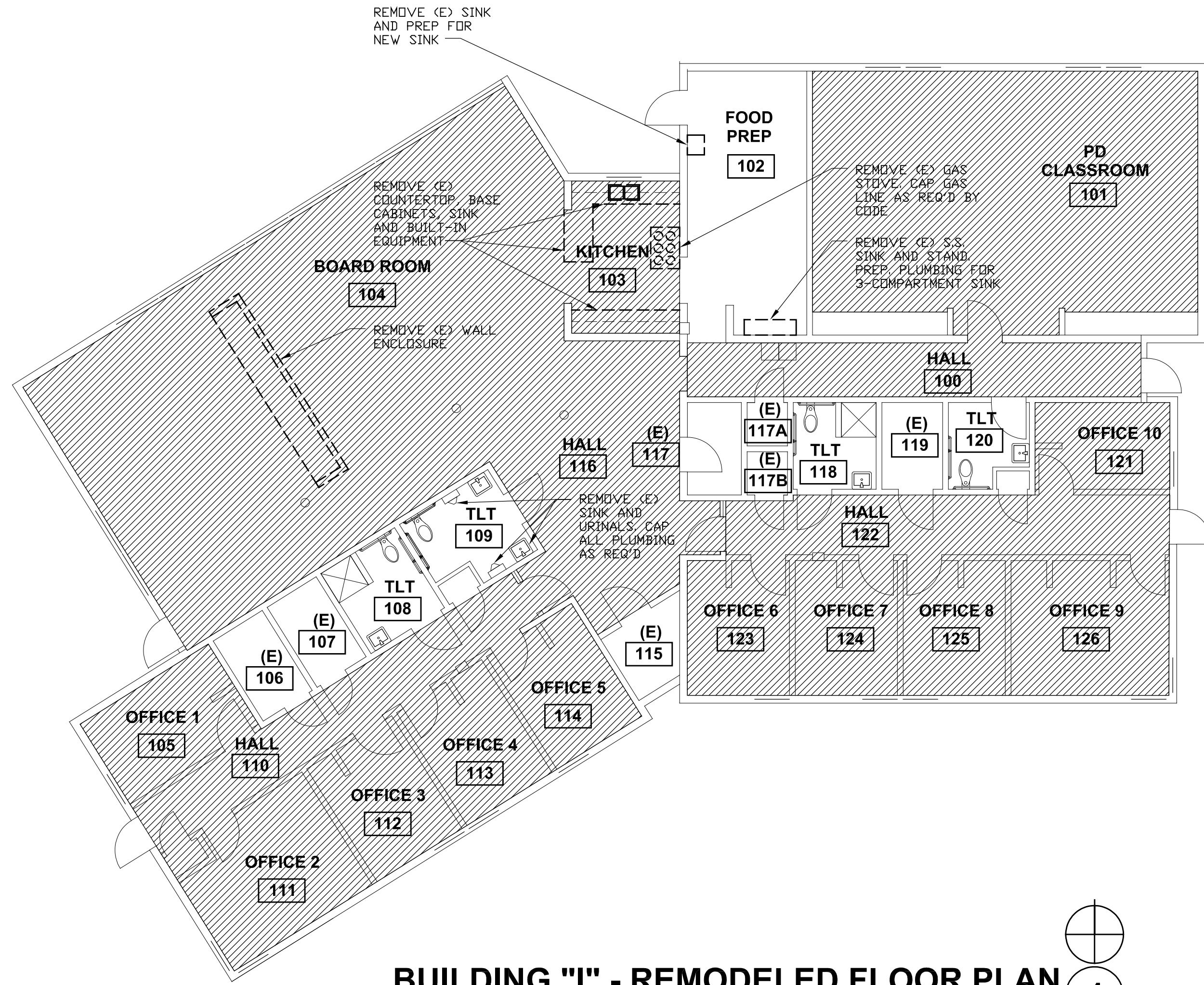
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**BUILDING "J" - REMODELED FLOOR PLAN**

SCALE: 1/8" = 1'-0"

2



**BUILDING "I" - REMODELED FLOOR PLAN**

SCALE: 1/8" = 1'-0"

1

**DEMOLITION NOTES:**

1. DEMO ABANDONED EQUIPMENT, PIPING AND CONDUIT AS NEEDED TO CAP AND TAG EXISTING UTILITIES BEYOND FACE OF FINISHES.
2. DEMOLITION DRAWINGS ARE DIAGRAMMATIC AND ARE TO ASSIST THE CONTRACTOR IN ESTABLISHING THE GENERAL SCOPE OF WORK. PROVIDE ALL DEMOLITION REQUIRED TO COMPLETE THE WORK AS INDICATED ON THE NEW CONSTRUCTION DRAWINGS AND AS SPECIFIED.

**LEGEND:**

- EXISTING WALL TO BE DEMOLISHED
- ===== EXISTING WALL TO REMAIN

REMOVE EXISTING FLOORING AND ASSOCIATED BASE. PATCH/REPAIR WALLS/FLOOR AS NEEDED. PREPARE AREA FOR NEW FLOORING AND BASE. SEE FINISH PLANS

Reynolds SD Edgefield Buildings "I" and "J" -

Remodel 2021

1699 SW Cherry Park Road, Troutdale, OR 97060

Reynolds School District



revisions

phase

date

project

Permit Set

7.15.2101

21007

DEMOLITION FLOOR PLANS

**A1.01**

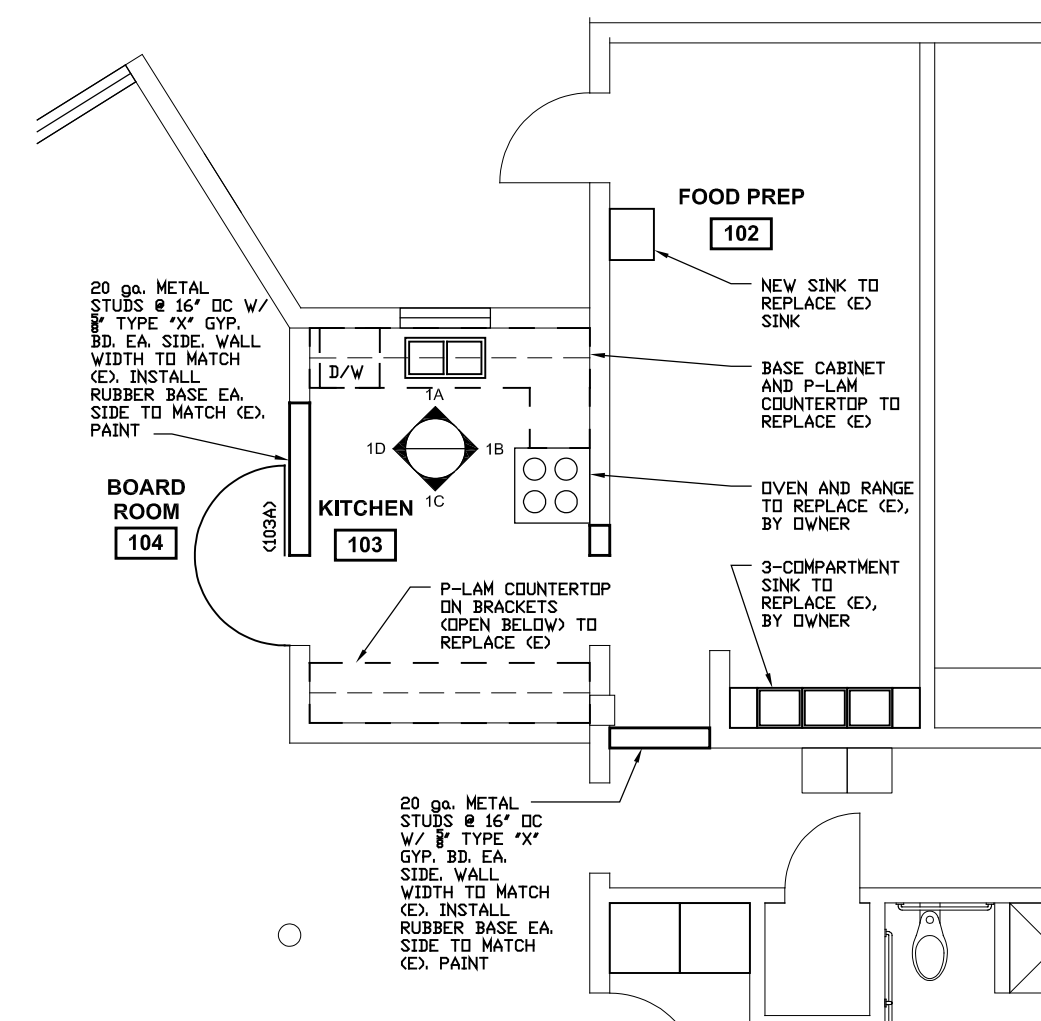
INTERIOR ELEV. NOTES:

- 1 DIMENSIONS SHOWN ARE TO FACE OF STUD. FACE OF MASONRY OR CENTERLINE OF COLUMN OR GRID LINE UNLESS NOTED OTHERWISE.
- 2 DOORS NOT LOCATED BY DIMENSION ARE TO BE CENTERED IN WALLS AS SHOWN OR LOCATED 4 1/2" FROM FACE OF STUD TO FACE OF JAMB.
- 3 DIMENSIONS AT RELITES ARE TO CENTER OF ASSEMBLY UNLESS NOTED OTHERWISE.
- 4 USE DIMENSIONS SHOWN; IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM DRAWINGS.
- 5 CONDITIONS AND DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY INDICATED OTHERWISE. TYPICAL DETAILS NOT REFERENCED ON DRAWINGS APPLY UNLESS NOTED OTHERWISE BY SPECIFIC NOTES AND DETAILS. IF A SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR THE TYPICAL CONSTRUCTION OF THE PROJECT.
- 6 WHERE NO SPECIFIC STANDARDS ARE APPLIED TO A MATERIAL OR METHOD OF CONSTRUCTION TO BE USED ON THE WORK, ALL SUCH APPROPRIATE TRADES, DRAWINGS, AND STANDARDS OF THE INDUSTRY AND, WHERE APPLICABLE, MANUFACTURER'S INSTRUCTIONS.
- 7 ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING WITH APPROPRIATE TRADES, DRAWINGS, AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
- 8 PROVIDE ALL NECESSARY ANCHORING BLOCKING, BACKING, FRAMING FOR HANDRAILS, DOOR STOPS, CASEWORK, SHELVING, MIRRORS, WALL MOUNTED EQUIPMENT, AND ALL OTHER ITEMS AS REQUIRED FOR COMPLETE INSTALLATION.
- 9 CONFIRM ALL ROUGH OPENING DIMENSIONS FOR DOORS AND WINDOWS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 10 WHERE A LENGTH OF WALL IS INTERSECTED BY PERPENDICULAR WALLS, WALL TYPE TO BE CONTINUOUS BETWEEN TAGS UNLESS NOTED OTHERWISE.

PAINTED GYP. BD.

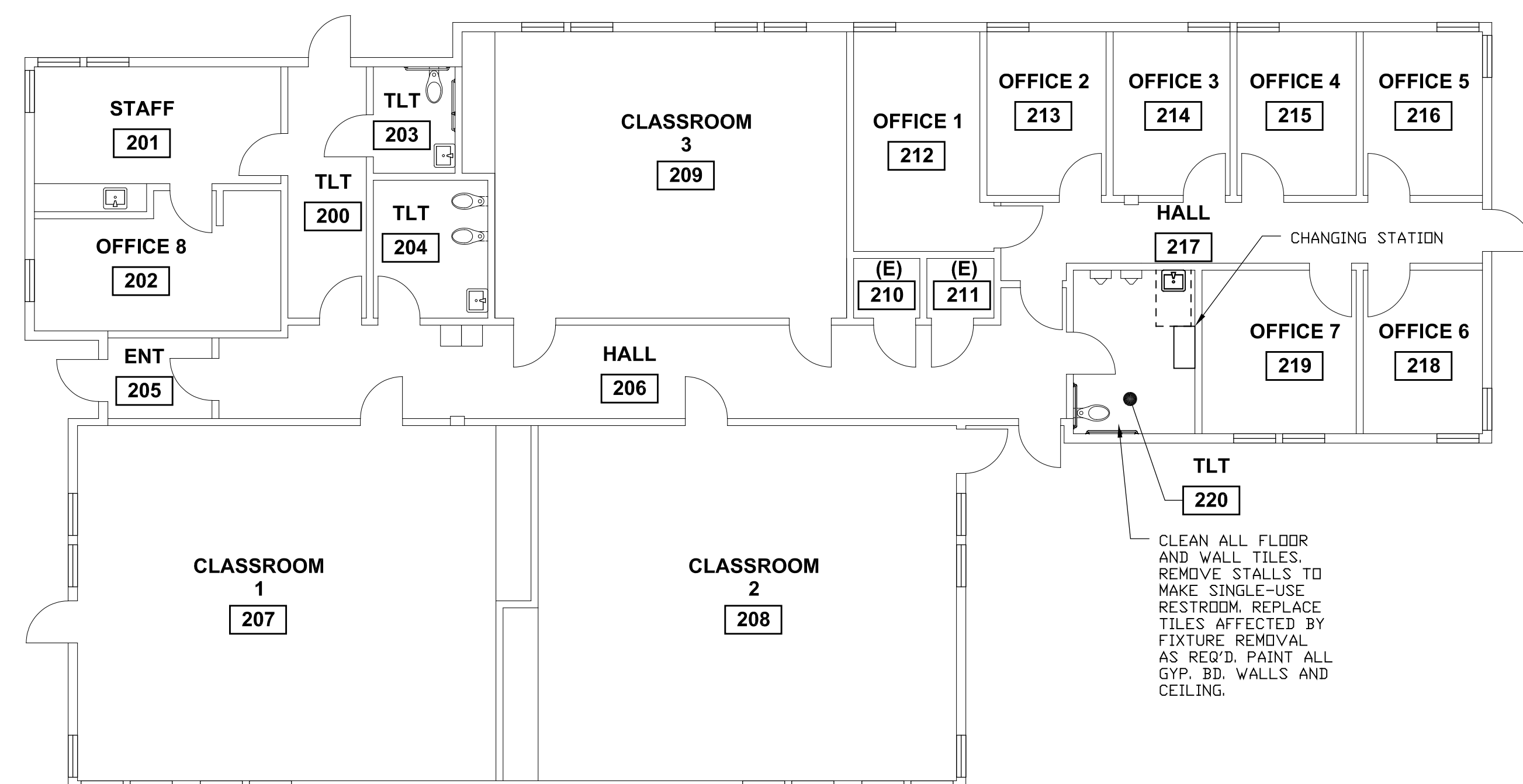
P-1

PAINT COLOR- SEE FINISH PLANS

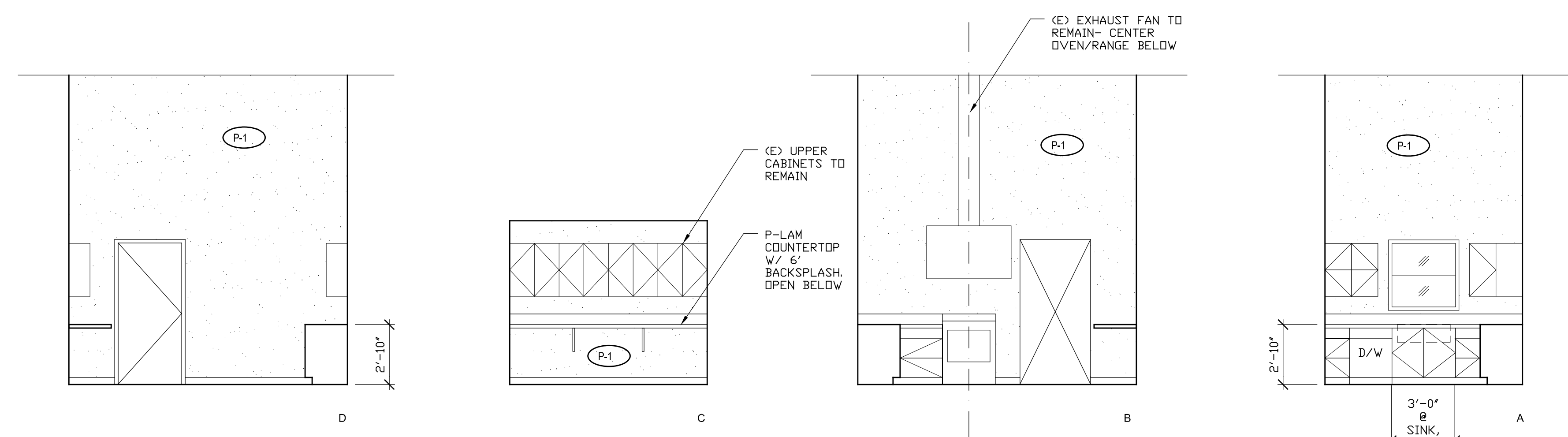


NOTE:  
FILL ALL ABANDONED FLOOR SINKS WITH CONCRETE AND LEVEL FOR NEW FLOORING AS REQ'D.

### BUILDING "I" - ENLARGED FLOOR PLAN



### BUILDING "J" - REMODELED FLOOR PLAN



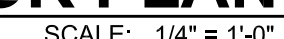
## BUILDING "I" - INTERIOR ELEVATIONS

NOTE:  
PRIME AND PAINT ALL WALLS IN 'KITCHEN' AREA FULL HEIGHT TO MATCH EXISTING

Door									Frame			Other			
Door No.	Width	Pair	Height	Thickness	Type	Material	Finish	Ute	Type	Material	Finish	Rating	Hardware Group	Access Control	Remarks
103A	3'-0"	-	7'-0"	2"	Solid	Wood	Mmfr	Yes	HM	HM	Paint	-	1	No	Glass vision Lite

## DOOR SCHEDULE 5

	CPT-1		VCT-1
	CPT-2		VCT-2
	EM-1 NOTE: LENGTH TO BE 10"±"		VCT-3
	EXISTING TO REMAIN (NO NEW FLOORING)		SF-1
	EXISTING TO REMAIN - CLEAN EXISTING FLOORING; PATCH/REPAIR AS REQUIRED		



1. **Plastic Laminate:**

- 1. PL-1 Counters – Wilsonart 4879 Steel Mesh (edgebanding to match)
- 2. PL-2 Cabinets and Drawers – Plonite Hardrock Maple WM791SD (edgebanding to match)

2. **Base:**

- 1. B-1 4" or 4-1/2" Rubber Base Flexco, Color 093 Graphite; Type TS rubber, vulcanized thermoset, top set style B, covered, 0.125" thick, stain finishes; adhesive per manufacturer's recommendations
- 2. B-2 4" Covered base to match SF-1 (Toilet Rooms); Integral covered base with cap strip

3. **Entry Mat:**

- 1. EM-1 Connexus Supernom 52 tile size (19.25" x19.25"). Color/Sterling; adhesive per manufacturer's recommendations

4. **Tile Carpeting:**

- A. CPT-1 Milliken Surface Study - Distressed, color DIS 173-152 Quartz, Textured Low Construction; 50cmx50cm tile size. Backing to be PVC-Free WellBac Comfort Cushion, Ashlar Installation. Use manufacturer's adhesive; provide 5% over stock.
- B. CPT-2 Milliken Nordic Stories Americas, Tectonic, color TTC25-152 Meltwater, Textured Low Construction, 50cmx50cm tile size. Backing to be PVC-Free WellBac Comfort Cushion, Monolithic Installation. Use manufacturer's adhesive; provide 5% over stock.

5. **Paint:**

- 1. Color 1 - field color for walls, applicable existing collings: Miller 0011 Sugar Dust
- 2. Color 2 - interior door frames: Miller 0011 Sugar Dust
- 3. Color 3 - accent color: Miller 0470 Dreaming of Day (indicated by 'A' on plans)

P-X Paint: X = color number above  
EP-X Epoxy Paint: X = color number above  
HPC-X High Performance Coating: X = color number above

6. **Vinyl Composition Flooring:**

- A. Armstrong Standard Exolon Imperial Texture 12"x12"; adhesive per manufacturer's recommendations
  - 1. VCT-1 51904 Sterling (red)
  - 2. VCT-2 51915 Charcoal (accent)
  - 3. VCT-3 51908 Text (seam)

7. **Safety Flooring:**

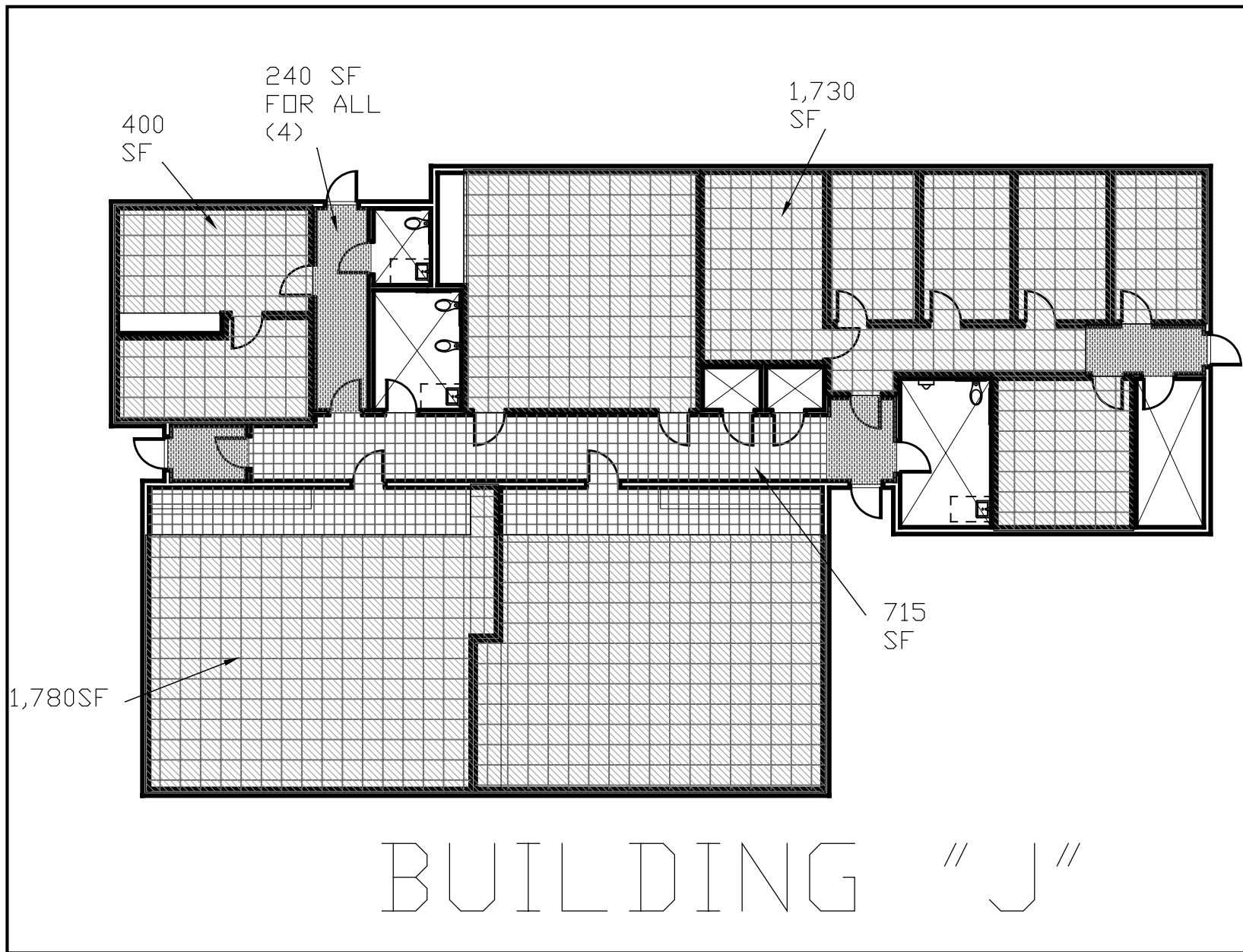
- A. Astro Rebaron 25 color D2504 Rock. Heat welded seams, Install/adhere per manufacturer's recommendations. 4" covered base (B-2).

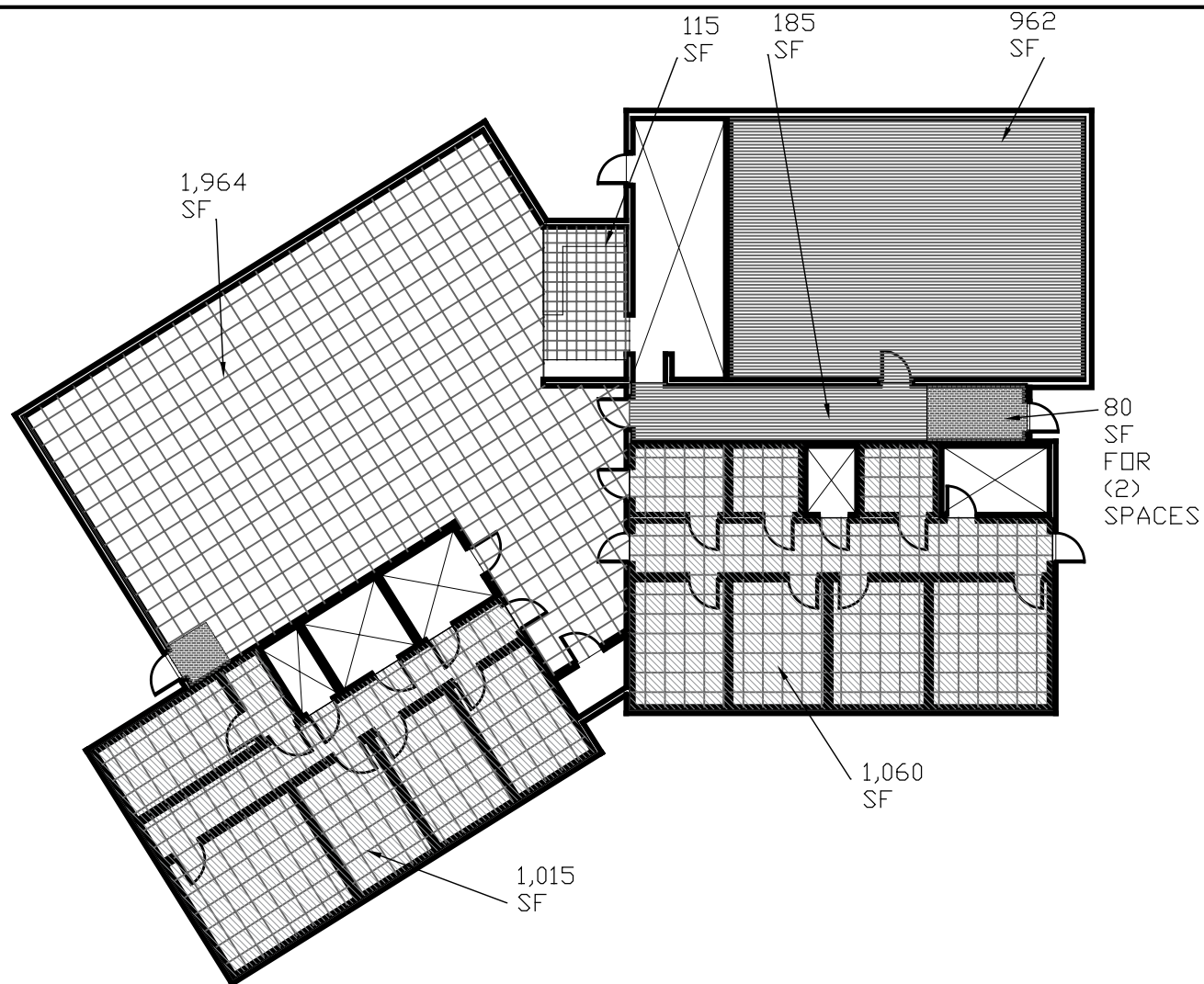
1. SEE FINISH LEGEND FOR MATERIAL DESIGNATIONS.
2. EXTEND FLOOR FINISHES UNDER TOEICKS, OPEN COUNTERTOPS AND EQUIPMENT, TYPICAL.
3. ALL CLOSET FINISHES SHALL MATCH THE ADJACENT ROOM UNLESS SPECIFICALLY NOTED OTHERWISE.
4. PROVIDE TRANSITION STRIPS WHERE UNLIKE MATERIALS MEET, TYPICAL.
5. WHERE FLOOR FINISH CHANGES MATERIAL, PATTERN OR COLOR AT A DOOR, LOCATE TRANSITION UNDER CENTERLINE OF DOOR.

	CPT-1		VCT
	CPT-2		VCT
	EM-1 NOTE: LENGTH TO BE 10'-0"		VCT
	EXISTING TO REMAIN (NO NEW FLOORING)		SF-1
	EXISTING TO REMAIN - CLEAN EXISTING FLOORING; PATCH/REPAIR AS REQUIRED		



SCALE: 1/4" = 1'-0"





BUILDING "I"

Reynolds School District  
Edgefield Campus  
2408 SW Halsey  
Troutdale, OR 97060.







October 11, 2021

Reynolds School District  
1204 NE 201st Avenue  
Fairview, Oregon 97024  
c/o Steve Kragrud, CBRE/HEERY

Via email: Steve.Kragrud@cbre.com

Regarding: Proposal to Provide Pre-Renovation Hazardous Materials Surveys  
Edgefield Site  
2345 NE 244<sup>th</sup> Avenue  
Wood Village, Oregon 97060

PBS Proposal 23514.178, Phase 0001

Dear Mr. Kragrud:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to Reynolds School District to perform a pre-renovation hazardous materials survey of Buildings 'I' and 'J' located on the Edgefield campus at 2345 NE 244th Avenue, Wood Village, Oregon.

This proposal outlines our project approach, scope of work, schedule, and budget based on our understanding of the project, information provided to us to date, and experience with similar projects.

## **SCOPE OF WORK**

### **Phase 0001: Hazardous Building Materials Survey and Report**

#### ***Information Review***

PBS will perform a thorough review of existing information; pertinent information will be included in the survey report.

#### ***Asbestos-Containing Materials***

The purpose of the site inspection is to determine locations of asbestos-containing building materials that will be impacted by planned building improvements. This survey is also intended to satisfy Occupational Safety and Health Administration (OSHA) hazard communication requirements as well as Department of Environmental Quality (DEQ) requirements to perform an asbestos survey prior to renovation or demolition activities under Oregon Administrative Rule (OAR) 340-248-0270.

An experienced Asbestos Hazard Emergency Response Act (AHERA) accredited inspector will endeavor to locate accessible friable and non-friable asbestos-containing materials. Single-use disposable sample containers will be used to avoid cross-contamination. Analysis of bulk samples will be performed using polarized light microscopy (PLM) with dispersion staining methods per Environmental Protection Agency (EPA) Method EPA/600/R-93/116.

Up to 30 samples and a five-day laboratory analysis turnaround rate are budgeted.

### ***Lead Paint***

PBS will collect paint samples from representative painted and varnished surfaces to determine lead concentrations. Each sample will require removing an approximate 2-inch square of paint from its component. Laboratory analysis will be performed via flame atomic absorption spectroscopy using EPA Methods 3050B/7000B. Up to six samples and a five-day laboratory analysis turnaround rate are budgeted.

Lead paint sampling is not intended as a full investigation but is for the purpose of hazardous communication only.

### ***Hazardous Building Materials Survey Report***

A report will be compiled that details the findings of the investigation. It will include the type, location, and estimated quantity of asbestos-containing materials and representative lead-paint sampling results. Sample inventories, laboratory analysis data, and inspector certifications will accompany the report.

The survey report is not intended to serve as an abatement, renovation, or demolition specification.

### **LIMITATIONS OF SCOPE**

Repair of sample locations is not included in our scope of work. Areas which are underwater or otherwise inaccessible will not be surveyed. Only materials anticipated to be impacted during planned renovations will be surveyed.

This study will be limited to the tests and/or locations indicated in the previously described scope of work. The site as a whole may have other concerns that will not be characterized by this study. Further study may be recommended. The findings and conclusions of this work are not scientific certainties but probabilities based on professional judgment concerning the significance of the data gathered during the course of this investigation. PBS is not able to represent conditions on the site beyond those detected or observed by PBS.

### **ASSUMPTIONS**

Based on information provided by the client, it is understood that the scope of building impacts are limited to walls, ceilings, and floors.

### **COMPENSATION ESTIMATE**

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

PBS Labor	\$1,300
Laboratory Analytical Fees	780
Reimbursable Expenses	125
<b>Total Estimated Costs</b>	<b>\$2,205</b>

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 10/2018). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

### **SCHEDULE**

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement.

### **JOBSITE SAFETY DURING COVID-19**

At PBS, we are committed to keeping our employees, clients, contractors, and communities healthy. We are following federal, state, and local guidelines and recommendations in response to COVID-19 as we strive to balance public health concerns and delivery of our projects. For the foreseeable future, these precautions will include continuing to observe social distancing and other engineering controls to minimize risk. Our staff will be wearing face coverings and personal protective equipment (PPE) in situations where other controls cannot be applied.

### **APPROVAL**

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 971.284.7762 or joel.mccarthy@pbsusa.com with any questions or comments.

Sincerely,



Digitally signed by Joel  
McCarthy  
Date: 2021.10.11  
14:39:12 -07'00'

Joel McCarthy  
Project Manager  
PBS Engineering and Environmental Inc.

ACCEPTED BY:  
Reynolds School District

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Signature of Authorized Representative

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Name (Please Print)

---

Title

---

Date

Attachment(s): PBS General Terms and Conditions for Professional Services (Rev. 10/2018)



## GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
  - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.
  - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
  - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.