

# BIDDING REQUIRMENTS AND CONDITIONS OF AGREEMENT

## **Ontario School District**

### **Ontario Middle School - New Food Service Line and Kitchen HVAC**

Prepared by: CM COMPANY, INC.  
431 W. McGregor Drive  
Boise, ID 83705  
B:(208) 384-0800 F:(208) 345-5323

Prepared for: ONTARIO SCHOOL DISTRICT  
195 SW 3<sup>RD</sup> Ave.  
Ontario, OR 97914  
B:(541) 889-5374 F:(541) 889-8553

Date: September 5, 2019

## **TABLE OF CONTENTS**

### **Part A – Bidding Requirements**

- A.1 – Advertisement for Bids
- A.2 – Instructions to Bidders (Consensus Doc 271)
- A.3 – First Tier Subcontractor Disclosure Form
- A.4 – Contractor Bid Proposal Form

### **Part B – Conditions of Agreement**

- B.1 – Standard Agreement and General Conditions Between Owner and Constructor (Lump Sum) (Consensus Doc 200)
  - Exhibit A – Schedule of Work
  - Exhibit B – Drawings and Specifications
  - Exhibit C – Addenda
  - Exhibit D – Additional Owner Requirements
- B.2 – Background Checks and ID Badges
  - B.2a – Volunteer Application Form
  - B.2b – Criminal History Verification
- B.3 - Prevailing Wage Rate for Public Works Contract
- B.4 – Bonding
  - B.4a - Bonding Requirement for ORS 279C.380
  - B.4b – Public Works Bond
  - B.4c – Statutory Public Works Bond
- B.5 – Additional Owner Requirements
- B.6 – Temporary Facilities and Temporary Controls
- B.7 – Contractors Affidavit of Payment of Debts and Claims
- B.8 – Consent of Surety Company to Final Payment
- B.9 – Contractor’s Affidavit Concerning Taxes
- B.10 – Project Schedule
- B.11 – Responsible Bidder Determination Criteria

## **ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the Ontario School District 8C for work required in conjunction with the **Ontario Middle School - New Food Service Line & Kitchen HVAC**. All bids will be on a lump sum basis and must be submitted on the bid package form provided; segregated bids will not be accepted. Bids will be accepted at the Ontario School District Office, 195 SW Third Avenue, Ontario, OR 97914, on **October 8<sup>th</sup>, 2019 at 2:00pm**. A public bid opening will be held at the Ontario School District Board Room, 195 SW Third Avenue, Ontario, OR 97914, immediately following the closing time for receipt of bids. Bidders and other interested parties are invited to be present at bid opening.

A **Pre-bid Conference and Walk Through** will be held on September 17<sup>th</sup>, 2019 at 1:30 p.m MST at the jobsite; 573 SW 2<sup>nd</sup> Avenue, Ontario, Oregon 97914. Attendance by bidders is **STRONGLY RECOMMENDED**. Failure to account for all subjects observed and discussed at the Pre-bid Meeting will not be a cause for a change order.

### **“Name on Bid Form must match name on CCB License”**

In compliance with **ORS 279C.370, State of Oregon First Tier Subcontractor Disclosure Requirements**, all bidders must submit with their bid, or within two hours after the bid closing time referenced above, a disclosure of **First Tier Subcontractors** that (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total bid. Disclosure forms are to be delivered to **Ontario School District Office, 195 SW Third Avenue, Ontario, OR 97914**.

The disclosure of the first-tier subcontractors shall include the name of each subcontractor, dollar value, and the category of work that each subcontractor will be performing. If the bidder will not be using any subcontractors that are subject to the disclosure requirement, the bidder is required to indicate “NONE” on the accompanying form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid, which will not be considered for award.

Drawings and specifications, including bidding documents and conditions of agreement, may be examined at the following locations:

Ontario School District Office  
195 S.W. 3<sup>rd</sup>. St.  
Ontario Or. 97914  
(541) 889-5374

Electronic Documents are available upon request at the district office.

Bidders may obtain a hard copy of the bidding documents from the district office with 48 hours notice and \$100 deposit check. The bidder's deposit shall only be refunded to all parties, provided the bidding documents are returned in good condition to the owner within (30) days of the opening of Bids.

All Bids must be submitted on the forms furnished and must be signed by the bidder in pen and ink with their name and mailing address.

Bid security in an amount of not less than five percent (5%) of the total bid must accompany each bid. Bid securities are to be in strict accordance with the Instructions to Bidders, and shall be made payable to the Ontario School District.

In compliance with ORS 279C.380, a **Performance Bond and a Payment Bond** in amounts equal to the full contract price will be required within (5) five days after receipt of a properly prepared agreement between Owner and Trade Contractor. The bidder, in the event of failure to sign the contract or furnish the necessary 100% Performance Bond and the necessary 100% Payment Bond will forfeit their bid security.

This project is subject to both the **State Prevailing Wage Rate Law and the Federal Davis-Bacon Act**. Every Contractor and Subcontractor will be required to file a \$30,000 Public Works Bond with the Construction Contractors Board prior to starting work, in compliance with ORS 279C.836.

All bids must contain a statement complying with State of Oregon law as per ORS 279.348 to 279.380 stating that all wages will be paid at not less than the **Prevailing Rates for Malheur County or Davis Bacon Wage Rate**, which ever rate is higher.

No bidder may withdraw his bid after the hour set for opening thereof, or before award of Contract, unless award is delayed for a period exceeding (60) days.

Bid proposals will be accepted from those contractors only (trade contractor, subcontractors, and/or specialty contractors) who, prior to the bid opening, hold a current **Construction Contractor's Board License in the State of Oregon**, and who do not appear on BOLI's current **List of Contractors Ineligible to Receive Public Works Contracts**.

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279-029.

The Ontario School District may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

Before any contract is awarded for the work contemplated herein, Ontario School District shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent lowest responsive bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

End of Advertisement of Bids



## **ConsensusDocs® 271**

### **INSTRUCTIONS TO BIDDERS ON PUBLIC WORK**

#### **TABLE OF ARTICLES**

1. DEFINITIONS
2. PRE-BID PROCEDURES
3. BID SUBMISSION
4. BID REVIEW AND AWARD
5. BIDDING DOCUMENTS

#### **ARTICLE 1 DEFINITIONS**

1.1 "Agreement" shall mean the current edition of ConsensusDocs 200, Standard Agreement and General Conditions Between Owner and Constructor (Lump Sum).

1.2 The "Design Professional" means the licensed architect, design professional or engineer and its consultants, retained by Owner to perform design services for the Project. Owner's Design Professional for the Project is:

Engineering Northwest, LLC  
11 NW 9<sup>th</sup> Street  
Ontario, Oregon 97914  
B: (541) 889-4432  
C: (541) 709-0905

1.2 The Bid is a complete and executed proposal submitted in accordance with the Bidding Documents to perform the Work for the amount(s) and time frame(s) stipulated.

1.3 The Bidder is the person or entity that submits a Bid.

1.4 The Bidding Documents include the Invitation to Bid, these Instructions to Bidders with attached exhibits, the Bid Form and the proposed Contract Documents.

1.5 The Conformed Document is the Agreement as initially issued to Bidders with subsequent prebid Addenda incorporated into the Agreement to make a more readable Agreement.

1.6 The Contract Documents consist of the Agreement, the drawings, specifications, addenda, information that is furnished by Owner and (a) indicated that it is intended to be a contract document, (b) to be relied upon, or (c) a written report pertaining to hazardous materials.

1.7 The Owner is:

Ontario School District 8C  
SW Third Avenue  
Ontario, Oregon 97914

1.8 The Owner's Representative is:

Bob Bennett, Maintenance Supervisor  
Ontario School District  
195 SW Third Avenue  
Ontario, OR 97914  
bbennett@ontario.k12.or.us'

1.9 The Project is the building, facility or other improvements, or a portion thereof, which is the subject of the Bid. In particular, the Project is:

Ontario Middle School – New Food Service Line & Kitchen HVAC  
573 SW 2nd Avenue  
Ontario, Oregon 97914

1.10 The Successful Bidder is the Bidder who is selected by Owner to receive the award.

1.11 The Work means the construction and services necessary or incidental to fulfill the Successful Bidder's obligations for the Project in conformance with the Contract Documents.

1.12 The Worksite means the geographical area at the location of the Project where the Work is to be performed.

## **ARTICLE 2 PRE-BID PROCEDURES**

2.1 BIDDING DOCUMENTS Bidders shall obtain one an electronic version of the drawings per the attached link at no cost, or can view Bidding Documents from Owner at the following locations:

Ontario School District Office  
195 SW 3<sup>rd</sup> Street  
Ontario, OR 97914

A set of the Bidding Documents, as well as any addenda issued prior to the opening of Bids, shall be available for inspection at the above location.

2.1.1 With 48 hours notice to the owner and a deposit of the following sum, the bidders may obtain a hard sets of the Bidding Documents a the Ontario School District's office: **one hundred (\$100)**. The Bidder's deposit shall only be refunded to all parties, provided the Bidding Documents are returned in good condition to Owner within thirty (30) Days of the opening of Bids.

2.1.2 Owner shall make Bidding Documents by either:

- (a) Allowing anyone to obtain the documents for a deposit price and publishing a list of document holders so all potential Bidders at any level know who is interested enough to get plans. Owner shall refund the deposit price to document holders who return a complete set of Bidding Documents in good condition within 30 days after the Bid opening;
- (b) Providing sets to plan rooms whose members may view the documents; or
- (c) Providing the Electronic Bidding Documents to the Constructor/General Contractor to distribute to subcontractor and suppliers.

2.1.3 ADDENDA Any addenda to the Bidding Documents issued prior to the opening of Bids shall be issued to all Parties on record as having deposited the sum required by section 2.1.1 and received the Bidding Documents.

2.1.4 Owner shall not issue any partial or incomplete sets of the Bidding Documents. Each Bidder shall be responsible to ensure that it has obtained and is using a complete set of the Bidding Documents and any addenda issued prior to the opening of Bids. Owner shall not be responsible for

any errors or omissions of a Bidder who fails to use a complete set of the Bidding Documents and any addenda issued prior to the opening of Bids.

**2.2 EXAMINATION OF THE BIDDING DOCUMENTS AND WORKSITE** The Bidder shall carefully study and examine the Bidding Documents and the Worksite. Any errors, omissions, or inconsistencies discovered in the Bidding Documents shall be promptly reported to Owner, or if directed by Owner, to its Design Professional.

2.2.1 A Pre-bid Conference and walkthrough will be held on September 17<sup>th</sup>, 2019 at 1:30p.m. MST convening at Ontario Middle School located at 573 SW 2nd Ave; Ontario, Oregon 97914. Bidders can inspect the Worksites. Documents describing the Worksite and conditions at the Worksite including drawings of the Worksite are available for review at the office of the owner's representative. Provided the Bidder attends the scheduled Worksite inspections described herein, permission to make additional visits to inspect the Worksite shall be obtained in advance from Owner's Representative. Additional access to the Worksite may not be available.

2.2.2 Any questions or requests for clarification or interpretation of the Bidding Documents shall be submitted in writing to Owner, or if directed by Owner, to its Design Professional, no later than seven (7) Days prior to the scheduled opening of Bids. Replies, clarifications or interpretations shall be issued by Owner, or if directed by Owner, by its Design Professional, as written addenda to the Bidding Documents. Oral replies, clarifications, or interpretations shall not be binding, and Bidders shall not be entitled to rely on them.

**2.3 SUBSTITUTIONS** Bidders wishing to obtain approval for the use of unspecified products or systems shall submit a written request at least seven (7) Days before the opening of Bids to Owner's Representative. Requests for substitutions shall describe in detail the product or system for which approval is sought and include all data or information, including drawings necessary to evaluate the request. Requests for substitutions shall also include, as applicable, the costs for design and installation changes required by the substitution as well as any impact on other portions of the Work.

2.3.1 Any proposed substitution approved by Owner prior to the opening of Bids shall be set forth in a written addendum to the Bidding Documents.

**2.4** If required by Owner, the Bidder shall provide a statement of Constructor's qualifications on ConsensusDocs 221, Contractor's Statement of Qualifications for a Specific Project, within seven (7) Days of Owner's written request.

**2.5 NONDISCRIMINATION** Bidders on this Work will be required to comply with the President's Executive Order Number 11246. Requirements for Bidders under this order are explained in the specifications.

**2.6 WAGES** For this Agreement, the prevailing wage rates:

[ X ] all wages will be paid at not less than the Prevailing Rates for Malheur County (State of Oregon Law per ORS 279C.800 to 279C.870) or the Federal Davis Bacon Act, whichever is greater.

**2.7 EQUAL EMPLOYMENT OPPORTUNITY** This project does not require the following notices in the solicitation of Bids as a federal assisted construction contract exceeding \$10,000 pursuant to 41 CFR 60-4 published April 7, 1978 and amended October 3, 1980, requires that the enclosed "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) (Notice) and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

### **ARTICLE 3 BID SUBMISSION**

**3.1 FORM OF BID** The Bid shall be submitted on the Bid Form included with the Bidding Documents.

3.1.1 The Bidder shall complete all blanks on the Bid Form in ink or in a computer printout that is acceptable to Owner.

3.1.2 The Bid Forms provided by Owner shall be used to submit the Bid.

3.1.3 The Bidder shall initial by the signer of the Bid any interlineations, alterations, and erasures.

3.1.4 The Bid shall state the legal name of the Bidder, what type of business entity Bidder is, appropriate Contractor License number, and shall be executed by an individual legally authorized to bind the Bidder to an Agreement.

3.1.5 The Bid shall be enclosed, together with any required Bid security, in a sealed envelope and an outer envelope, marked with the name of the Bidder, the name of the Project and, if applicable, the portion of the Project that is the subject of the Bid.

3.1.6 The Bid shall be submitted to:

Ontario School District

195 SW 3<sup>rd</sup> Ave.

Ontario, Oregon 97914

Attn: Purchasing Office

Bob Bennett, Maintenance Director

Sealed Bid Enclosed for:

Ontario Middle School – New Food Service Line &  
Kitchen HVAC

Bidders Name: \_\_\_\_\_

3.1.7 Owner shall not accept any oral, telephonic, telegraphic or electronic Bids.

**3.2 BIDDER'S REPRESENTATIONS** In submitting its Bid, the Bidder represents that:

3.2.1 Bidder has read and understands the Bidding Documents and all addenda issued prior to the opening of Bids;

3.2.2 the Bid is made in accordance with the Bidding Documents and all addenda;

3.2.3 Bidder has visited the Worksite or has had the opportunity to visit the Worksite to become familiar with local conditions, as well as any federal, state, and local laws and regulations that may affect the performance of the Work. Bidder has reviewed all of the Site Documents made available by Owner.

**3.3 BID SECURITY** Each Bid submitted shall be accompanied by Bid Security in the amount of five percent (5%) of the Bidder's Bid price in the form of a certified or bank check, or a Bid Bond, in the form attached, by a surety acceptable to Owner, binding the Bidder to enter into the proposed Agreement and, if required, procure performance and payment bonds in the penal sum of one hundred percent (100%) of the contract price in the form attached.

3.3.1 The Bid Security of the Successful Bidder shall be retained until the Successful Bidder has entered into the proposed Agreement and, if required, has procured the required bonds.

3.3.2 If a Successful Bidder refuses to enter into the proposed Agreement or fails to furnish the required bonds, the Bid Security shall be forfeited to Owner up to its full amount in order to pay to Owner the difference between the amount of the Successful Bidder's Bid and the next highest Bidder or five percent (5%) of the Successful Bidder's Bid price, whichever is less.

3.3.3 Owner shall have the right to retain the Bid Security of any Bidder to whom an award is reasonably being considered until such time as the:

3.3.3.1 Agreement has been executed and required bonds furnished; or

3.3.3.2 required time has elapsed for the withdrawal of Bids; or

3.3.3.3 Owner has rejected all Bids.

### **3.4 MODIFICATION OR WITHDRAWAL OF BIDS**

3.4.1 Prior to the Bid opening, a submitted Bid may be modified or withdrawn upon written notice to Owner. A withdrawn Bid may be resubmitted up to the date and time of the Bid opening, provided it is fully in accordance with the Bidding Documents.

3.4.2 Within twenty-four (24) hours after the Bid Opening, a Bidder may withdraw its Bid upon written notice to Owner demonstrating to the reasonable satisfaction of Owner that a material and substantial mistake was made in the preparation of the Bidder's Bid. Upon such showing, the Bidder's Bid Security shall be returned.

3.4.3 If Bidder withdraws Bid and Owner decides to reject all Bids and rebid the Project, any Bidder who withdrew its Bid prior to Owner rejecting all Bids may not be allowed to submit a Bid for the rebid Project.

## **ARTICLE 4 BID REVIEW AND AWARD**

4.1 OPENING OF BIDS All timely and properly received Bids shall be opened on October 8<sup>th</sup> at 2:00pm. "Bids will be opened at a public meeting immediately after the time of receipt of Bid and values read aloud at the School District Board Room (195 SW Third Ave.; Ontario, Oregon 97914) immediately following closing time for receipt of bids.

4.2 A summary of the Bids will be made available to Bidders after the opening of Bids.

4.3 For unit price extension, if there is a discrepancy between the unit price and the extended total price, the unit price shall govern, and the extended total price will be properly calculated.

4.4 INFORMAL AND UNBALANCED BID Any alteration, interlineation, or erasure by the Bidder in the Bid Form or other parts of the contract documents, as originally issued to the Bidder, shall render the accompanying Bid informal and may constitute cause for rejection. Bids that are unbalanced so that each item does not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids which have not acknowledged receipt of all addenda to the Bid documents may also be rejected.

4.5 ONLY ONE BID ACCEPTED Owner will accept only one Bid for the same work from any one Bidder. This includes Bids that may be submitted under different names by one firm or corporation. Evidence of collusion among Bidders shall be grounds for exclusion of any Bidder who is a participant in any such collusion.

4.6 All Bids shall remain subject to acceptance for sixty (60) Days after submission of Bids. Except as provided in section 3.4, no Bid may be withdrawn or modified after the Bid opening except where the award of Agreement has been delayed for sixty (60) Days. Owner shall have the right to release any Bid and return the Bid Security prior to the expiration of this period.

4.7 REJECTION OF BIDS Owner shall have the right to reject any Bids that do not comply with the requirements stated as a basis of award.

4.8 WAIVER OF INFORMALITIES AND IRREGULARITIES Owner shall have the right to waive informalities or irregularities in a Bid received.

4.9 CONSIDERATION OF BIDS Owner may prequalify Bidders.

4.10 AWARD Owner may issue a notice of award to the Successful Bidders. The notice of award shall be accompanied by the Agreement and other Contract Documents previously contained in the Bidding Documents.

4.11 EXECUTION OF AGREEMENT The Successful Bidder shall execute the proposed Agreement and proceed with the Work in accordance with the Agreement and the Contract Documents.

4.12 OWNER'S FINANCIAL INFORMATION Prior to execution of the Agreement, the Successful Bidder may request Owner to provide evidence of Project financing. The Successful Bidder shall not be required to execute the proposed Agreement until such information is furnished, and Owner shall not be entitled to make any claim against Bidder, the Bid Security, or Bidder's surety furnishing the Bid Bond, if any.

4.13 INSURANCE Within 5 Days after the award, but prior to starting of work, the Successful Bidder shall provide proof of insurance.

#### **ARTICLE 5 BIDDING DOCUMENTS**

The Bidding Documents are as follows:

**DRAWINGS:**

Ontario Middle School – New Food Service Line & Kitchen HVAC – dated May 6, 2019

**BIDDING REQUIREMENTS:**

Ontario Middle School – New Food Service Line & Kitchen HVAC Bidding Requirements

**ADDENDA:**

As issued during bidding process

**CONTRACT:**

ConsensusDocs 200; Standard Form of Agreement and General Conditions between Owner and Constructor.

END OF DOCUMENT.

## STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

---

### STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE SUBMITTED BY ALL BIDDERS NOT LATER THAN 4:00 P.M. THE DAY THE BID IS DUE

In 2015, the Oregon Legislature revised ORS 279C.370, which provides, in part:

- 1) "Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) 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 bid."
- 2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following form:
- 3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or completeness of the subcontractor disclosure.
- 4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- 5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor).
- 6) A subcontractor may file a complaint under ORS 279C.590 (Complaint process for substitutions of subcontractors) based on the disclosure requirements of subsection (1) of this section.

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name:** Ontario School District Ontario Middle School – New Food Service Line & Kitchen HVAC

**Bid Number:** N/A      **Bid Closing - Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	

**Failure to submit this form by 4:00 p.m. on the day of the bid opening will result in a non-responsive bid.  
A non-responsive bid will not be considered for award.**

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

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_



**Contractor Bid Proposal Form**

To: Ontario School District  
195 Southwest 3<sup>rd</sup>. Avenue  
Ontario, Oregon

**Bid Due by:** 2:00 pm MST  
**Bid Date:** October 8th, 2019

**Bid Form: Ontario Middle School – New Food Service Line and Kitchen HVAC**

Submitted by: \_\_\_\_\_

In compliance with the Advertisement for Bids for construction of the Ontario School District Ontario Middle School – New Food Service Line and Kitchen HVAC Upgrades and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees develop a detailed construction schedule and present to the Owner for approval, prior to commencing work. Stipulations that must be factored within this construction schedule, include but are not limited to the following:

- All work must take place on non-student contact days (Specific dates can be determined by referencing the enclosed school calendar)
- The Ontario School District must be able to utilize the facilities for cooking and feeding students on all contact days.
- If unrealistic to conduct this work during the school year, due to lack of available access, this project may commence after the school year has completed on June, 1 2020. In which case, it must be completed prior to the commencement of the school year in the fall of 2020.

All materials, requirements, documentation, management, workmanship and training will be in accordance with plans issued by Engineering Northwest, LLC dated May 6<sup>th</sup> 2019 and Bidding Requirements and conditions of agreement by CM Company dated September 5th 2019.

This Contractor is responsible for supplying all labor, materials, supervision, equipment and permits necessary to furnish and install complete Food Service Line and Kitchen HVAC system upgrade as outlined in the contract documents dated May 6<sup>th</sup> 2019 to include but are not limited to:

- Demolition/deactivation of existing equipment as required for the performance of work (Abate Lead Paint and or Asbestos if required in accordance with all laws and codes)
- Supply and install all components for Structural and Architectural modifications as required
- Plumbing, HVAC and electrical installations as outlined in the contract documents
- Mechanical, electrical, plumbing and controls required to complete this work.
- Repair building finishes, roofing and all areas affected by upgrades.
- Provide all accessories to complete this work.

This Contractor is to coordinate fully and timely with the other Contractors as necessary to produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and/or electrical work.

PART A.4

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.

**Base Bid – Ontario MiddleSchool Kitchen Upgrade – 195 SW Third Avenue, Ontario, OR 97914**

Furnish and install  
(Including all applicable taxes;  
Labor & Material Payment Bonds and applicable trade permits)  
All work associated with the construction of OMS Kitchen upgrade

**Base Bid:**        \$ \_\_\_\_\_

**Organization submitting this bid is a resident bidder, as defined in ORS 279A.120 (Preference for Oregon goods and services)                      Yes / No (circle appropriate status)**

Owner may reject bid if it does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder’s responsibility under ORS 279C.375 (Award and execution of contract) (3)(b), and that the Owner may reject for good cause all bids after finding that doing so is in the public interest.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

All bids must be accompanied by a surety bond issued by a surety company authorized to issue such bonds in the State of Oregon, or a Certified Check or Bank Cashiers Check, each in an amount not less than 5% of the total bid, made payable to the Ontario School District 8C in accordance with ORS 706.008. The bid security of successful bidders will be held until the contract awarded has been completed, at which time it will be returned to vendor. Check bid securities of unsuccessful bidders will be returned at time of bid award. (Bid Bonds are not returned)

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached and deliver the required bonds within 5 days of such notice as required by Article 10.6 of Consensus Docs 200 as modified by the Supplemental Contract Documents.

Bidder acknowledges compliance with State of Oregon law as per ORS 279.800 (Definitions for ORS 279.800 to 279C.870) to 279C.870 and that all wages will be paid at not less than the prevailing rates for Malheur County or Davis Bacon Wage Rates (40 U.S.C.3141 etseq.) whichever rate is higher.

- The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, immediately furnish Performance Bond and Labor and Material Payment Bond, Insurance Policy and Certificate of Insurance.
- The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.
- The undersigned acknowledges receipt of Addendum(a)

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

PART A.4

In compliance with **ORS 279C.370, State of Oregon First Tier Subcontractor Disclosure Requirements**, all bidders must submit with their bid, or within two hours after the bid closing time referenced above, a disclosure of **First Tier Subcontractors** that (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total bid. Disclosure forms are to be delivered to **Ontario School District Office, 195 SW Third Avenue, Ontario, OR 97914**

The disclosure of the first-tier subcontractors shall include the name of each subcontractor, dollar value, and the category of work that each subcontractor will be performing. If the bidder will not be using any subcontractors that are subject to the disclosure requirement, the bidder is required to indicate "NONE" on the accompanying form. Failure to submit this form by the deadline will result in a non-responsive bid which will not be considered for award.

**Failure to name a properly licensed contractor in each of the above categories will render the bid unresponsive and void. If a bidder determines plumbing, heating/air conditioning and/or electrical work is not required to be done by a licensed contractor, bidder should complete the line referencing that work with "Not applicable" and provide an explanation.**

The undersigned HAS / HAS NOT (circle applicable status) paid unemployment or income taxes in Oregon within the past 12 months and HAS / HAS NOT a business address in Oregon.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Respectfully submitted,

\_\_\_\_\_  
Company

\_\_\_\_\_  
Business Address

(Seal - if bid is by a Corporation)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address



# POSITIVE

## 2019-2020 CALENDAR

Staff Development Day/Teacher Work Days .....	August 12-13-14-15
First Day of School .....	August 16
First Day for Kindergarten.....	August 21
Labor Day (No School).....	September 2
Staff Development Day .....	October 4
Parent Teacher Conferences (Wednesday evening).....	October 9
Parent Teacher Conferences (Thursday-day/evening) (No School) .....	October 10
No School-Non Contract Day .....	October 11
End of First Trimester .....	November 7
Teacher Work Day (No School) .....	November 8
Veterans Day (No School).....	November 11
Thanksgiving Break (No School) .....	November 25-29
Winter Break (No School).....	December 23-January 3
Teacher Work Day (No School) .....	January 6
School Reconvenes.....	January 7
Martin Luther King Day (No School).....	January 20
President's Day (No School) .....	February 17
End of Second Trimester .....	February 27
Teacher Work Day (No School) .....	February 28
Spring Break (No School) .....	March 23-27
Staff Development Day (No School).....	April 3
Parent Teacher Conference (Wednesday evening).....	April 15
Parent Teacher Conferences (Thursday-day/evening) (No School).....	April 16
No School-Non Contract Day .....	April 17
Last Day for Seniors.....	May 21
Memorial Day (No School) .....	May 25
Graduation.....	May 27
End of Third Trimester .....	May 29
Last Day of School (Half Day).....	May 29
Teacher Work Day .....	June 1

1 hour late start will be every Wednesday

# ONTARIO SCHOOL DISTRICT 8C 2019-2020 SCHOOL CALENDAR

July 19				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
Class Days: _____				
Other: _____				

August 19				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
Class Days: 11				
Other: IS 2 W 2				

September 19				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
Class Days: 20				
Other: H 1				

October 19				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
Class Days: 22				
Other: IS 1				

November 19				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Class Days: 14 W 1				
Other: H 2 NC 4				

December 19				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Class Days: 15				
Other: NC 7 H 0				

January-20				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
Class Days: 18 NC 3				
Other: W 1 H 1				

February-20				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
Class Days: 18				
Other: NC 1 W 1				

March-20				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Class Days: 17				
Other: NC 5				

April-20				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Class Days: 21				
Other: IS 1				

May-20				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Class Days: 20				
Other: H 1				

June-20				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
Class Days: _____				
Other: W 1				

Teacher's Contract Begins: Aug 12				
Teacher's Contract Ends: June 1				
Total Teacher Days: 191				
End of 1st Trimester: Nov 7				
End of 2nd Trimester: Feb 27				

Date Instruction Begins: Aug 16				
Date Instruction Ends: May 29				
Total Student Days: 176				
End of 3rd Trimester: May 29				
1st T - 58 2nd T - 60 3rd T - 58				

IS - IN-SERVICE	
C - CONFERENCE DAYS	
N - NON-CONTRACT DAYS	
ER - EARLY RELEASE	
W - WORK	H - HOLIDAY

IS	H	W	SD	TD
2	1	2	31	36
1	2	1	51	55
0	1	2	53	56
1	1	1	41	44
4	5	6	176	191

TOTAL



**ConsensusDocs® 200**

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND  
CONSTRUCTOR (Lump Sum)**

**TABLE OF ARTICLES**

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTOR'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

**ARTICLE 1 AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019,

by and between the OWNER,

Ontario School District 8C  
195 SW Third Avenue  
Ontario, OR 97914

and the

CONSTRUCTOR,

for construction and services in connection with the following

PROJECT Ontario Middle School – New Food Service Line & Kitchen HVAC

Design Professional is  
Engineering Northwest LLC  
112 NW 9<sup>th</sup> Street  
PO Box 308  
Ontario, OR 97914

**ARTICLE 2 GENERAL PROVISIONS**



**2.1 PARTIES' RELATIONSHIP** Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

**2.1.1** Neither Constructor nor any of its agents or employees shall act on behalf of or in the name of Owner.

**2.2 ETHICS** Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

**2.3 DESIGN PROFESSIONAL** Owner, through its Design Professional, shall provide all engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Constructor in accordance with §3.15, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Constructor, its Subcontractors and Subsubcontractors in connection with their construction operations.

**2.3.1** Owner shall obtain from Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents. Owner shall indemnify and hold harmless Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

## **2.4 DEFINITIONS**

**2.4.1 "Agreement"** means this ConsensusDocs 200 Standard Agreement and General Conditions Between Owner and Constructor (Lump Sum), as modified, and exhibits and attachments made part of this agreement upon its execution.

**2.4.1.1** The following exhibits are part of this Agreement:

Exhibit A: Schedule of the Work, 1 page.

Exhibit B: Drawings, Specifications, Bidding Requirements and Conditions of Agreement 1 page.

Exhibit C: Addenda, \_\_\_ page.

Exhibit D: Additional Owner Requirements, 4 pages.

**2.4.2 "Business Day"** means all Days, except weekends and official federal or state holidays where the Project is located.

**2.4.3 A "Change Order"** is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Contract Price, or Contract Time, including substitutions proposed by Constructor and accepted by Owner.

**2.4.4** The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §14.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.13.4; and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

**2.4.5 "Contract Price"** is the amount indicated in §7.1 and represents full compensation for performance by the Constructor of the Work in conformance with the Contract Documents.



2.4.6 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion in §6.1.1.

2.4.7 "Constructor" is the person or entity identified in ARTICLE 1. References to General Contractor or Contractor in the Contract Documents may be a reference to Constructor.

2.4.8 "Cost of the Work" means the costs and discounts specified in §8.3.4.

2.4.9 "Date of Commencement" is as set forth in §6.1.

2.4.10 "Day" means a calendar day.

2.4.11 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.4.13 "Final Completion" occurs on the date when Constructor's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by Parties.

2.4.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.4.15 "Law" means federal, state, or local law, ordinance, code, rule, and regulations applicable to the Work with which Constructor must comply that are enacted as of the Agreement date.

2.4.16 "Interim Directive" is a written order containing Work instructions directed by Owner pursuant to §8.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.4.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.18 "Overhead" means (a) payroll costs, burden, and other compensation of Constructor's employees in Constructor's principal and branch offices; (b) general and administrative expenses of Constructor's principal and branch offices including charges against Constructor for delinquent payments; and (c) Constructor's capital expenses, including interest on capital used for the Work.

2.4.19 "Owner" is the person or entity identified in ARTICLE 1.

2.4.20 The "Parties" are collectively Owner and Constructor.

2.4.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Constructor is to perform Work under this Agreement. It may also include construction by Owner or Others.





2.4.22 The "Schedule of the Work" is the document prepared by Constructor and approved by the Owner that indicates proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the Construction Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. The Contractor shall provide a schedule for scope of work per the contract documents.

2.4.23 A "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.4.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Constructor's control. This date shall be confirmed by a Certificate of Substantial Completion signed by the Parties.

2.4.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor, another subsubcontractor, or Supplier to perform a portion of the Work or to supply material or equipment.

2.4.26 A "Supplier" is a person or entity retained by Constructor to provide material or equipment for the Work.

2.4.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

### **ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES**

Constructor shall use its diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Such Work includes furnishing construction administration and management services.

#### **3.1 GENERAL RESPONSIBILITIES**

3.1.1 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and shall include any Work reasonably inferable from the Contract Documents.



3.1.2 Constructor represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Constructor is not liable to Owner for damages resulting from compliance with such instructions unless (a) Constructor recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Constructor shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. In accordance with §6.3, Contract Price and Contract Time may be equitably adjusted for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.2.3 With regard to the work of Owner and Others, Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner and Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Constructor does not notify Owner of defects interfering with the performance of the Work, Constructor acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly issue an Interim Directive informing Constructor what action, if any, Constructor shall take with regard to the defects.

### 3.3 CONTRACT DOCUMENT REVIEW

3.3.1 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents, relevant field measurements made by Constructor, and any visible conditions at the Worksite affecting the Work.



3.3.2 Should Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, Constructor shall promptly report them to Owner. It is recognized, however, that Constructor is not acting in the capacity of a licensed design professional, and that Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with a Law, building code, or regulation. Following receipt of written notice from Constructor of errors, omissions, or inconsistencies, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the errors, omissions, or inconsistencies.

3.3.3 In accordance with this Agreement, Constructor may be entitled to adjustments of the Contract Price or Contract Time because of clarifications or instructions arising out of Constructor's reports described in this §3.3.

3.3.4 Nothing in §3.3 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

#### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 Constructor shall provide competent supervision for the performance of the Work. Before Constructor commences the Work, Constructor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner may review their qualifications. If, for reasonable cause, Owner refuses to approve an individual, or withdraws its approval after once giving it, Constructor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite. The superintendent shall be on site full time when the Trade Contractors work is being performed. The Constructor cannot change the superintendent without permission from the Owner.

3.4.2 Constructor shall be responsible to Owner for acts or omissions of a person or entity performing on behalf of Constructor or any of its Subcontractors and Suppliers.

3.4.3 The Constructor shall permit only qualified persons to perform the Trade Contract Work. The Constructor shall enforce safety procedures, strict discipline and good order among persons performing the Trade Contract Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Constructor shall immediately reassign the person on receipt of the Owner's written notice to do so.

3.4.3.1 **BACKGROUND CHECKS** will be required of each employee that will be working on the project. Once a contract is awarded, the contractor or subcontractor must complete a Volunteer Application form and Criminal History Verification of Volunteer Applicants along with a copy of driver's license and return to the school district for processing. The school district will provide instructions on how to obtain a badge.

3.4.3.2 **PHOTO ID BADGES** are required for access to Ontario School District buildings while students are present in the building where construction is taking place. ID badges must be displayed on an individual's outside layer of clothing. Photo ID badges issued by a contractor are sufficient for this purpose. If the contractor does not issue their own photo ID badge, workers must obtain a photo ID badge through the school.

3.4.3.3 **PREVAILING WAGES:** Constructor and all Trade Contractors are to pay prevailing wage rates for the State of Oregon or the Federal Davis-Bacon Rate, whichever is higher for each category of employee.

3.4.3.4 **BONDING REQUIREMENTS:** Except as provided in ORS 279C.390, the successful bidder for public improvement contracts shall promptly execute and deliver to the



contracting agency performance and payment bonds as required by Oregon Revised Statute in accordance with Section ORS 279C.380.

**3.4.4 CONSTRUCTOR'S REPRESENTATIVE** Constructor's authorized representative is \_\_\_\_\_. Constructor's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Constructor changes its representative or the representative's authority, Constructor shall immediately notify Owner in writing.

**3.5 WORKMANSHIP** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

**3.6 MATERIALS FURNISHED BY OWNER OR OTHERS** If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

### **3.7 TESTS AND INSPECTIONS**

**3.7.1** Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.7.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Constructor and promptly delivered to Owner.

**3.7.2** If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Constructor shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

**3.7.3** If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents, Constructor shall be responsible for costs of correction and retesting.

### **3.8 WARRANTY**

**3.8.1** Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and



tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Constructor's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 Constructor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Constructor's liability for such warranties shall be limited to the one-year correction period as provided in the section below. After that period, Constructor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

### 3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work, if any Defective Work is found, Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work and any damage caused thereby at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Constructor or give Constructor an opportunity to test or correct Defective Work as reasonably requested by Constructor, Owner waives Constructor's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Constructor.

3.9.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Constructor. If payments then or thereafter due Constructor are not sufficient to cover such amounts, Constructor shall pay the difference to Owner.

3.9.4 Constructor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Constructor and allow Constructor an opportunity to correct the Work if Constructor elects to do so. If Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Constructor does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Constructor, Owner shall promptly provide Constructor with an accounting of actual correction costs.



3.9.5 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Constructor's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

### 3.10 CORRECTION OF COVERED WORK

3.10.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered shall be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Constructor shall pay the costs of uncovering and replacement.

3.10.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Constructor's expense and with no Contract Time adjustment.

### 3.11 SAFETY

3.11.1 SAFETY PROGRAMS Constructor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors their safety responsibilities and to comply with the Law. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored onsite or offsite for use in the Work; and (c) property located at the Worksite and adjacent to work areas.

3.11.2 CONSTRUCTOR'S SAFETY REPRESENTATIVE Constructor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Constructor in writing to Owner, Constructor's project superintendent shall serve as its safety representative. Constructor shall report promptly in writing to Owner all recordable accidents and injuries occurring at the Worksite. When Constructor is required to file an accident report with a public authority, Constructor shall furnish a copy of the report to Owner.

3.11.3 Constructor shall provide Owner with copies of all notices required of Constructor by Law. Constructor's safety program shall comply with the requirements of authorities having jurisdiction.

3.11.4 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.11.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Constructor's safety program, may require by Interim Directive, Constructor to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Constructor does not adopt corrective measures, Owner may perform them and deduct their cost from the



Contract Price. Constructor agrees to make no claim for damages, for an increase in the Contract Price or Contract Time based on Constructor's compliance with Owner's reasonable request.

### 3.12 EMERGENCIES

3.12.1 In an emergency affecting the safety of persons or property, Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price or Contract Time resulting from the actions of Constructor in an emergency situation shall be determined as provided in ARTICLE 8.

### 3.13 HAZARDOUS MATERIALS

3.13.1 Constructor shall not be obligated to commence Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Constructor shall be entitled to immediately stop Work in the affected area. Constructor shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.13.3 Constructor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.13.5 If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time in accordance with this Agreement.

3.13.6 To the extent permitted by §6.6 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

### 3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Safety Data Sheets (SDS) as required by Law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Constructor, Subcontractors, Owner, or Others, shall be maintained at the Worksite by Constructor and made available to Owner, Subcontractors, and Others.



3.13.7.2 Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Constructor if such materials or substances are required by the Contract Documents.

3.13.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, its agents, officers, directors, and employees, Constructor shall indemnify and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor.

3.13.8 §3.13 in its entirety shall survive the completion of the Work or Agreement termination.

### 3.14 SUBMITTALS

3.14.1 Constructor shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required by §4.6.1. Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. If the Contract Documents do not contain submittal requirements pertaining to the Work, Constructor agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.14.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.14.3 Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 Record copies of the following, incorporating field changes and selections made during construction, shall be accessible at the Worksite and available to Owner upon request: drawings, specifications, addenda, Change Order and other modifications, and required submittals including product data, samples, and shop drawings.





3.14.5 Constructor shall prepare and submit to Owner:

☒ Final marked-up as-built drawings;

**3.15 DESIGN DELEGATION** If the Contract Documents specify that Constructor is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Constructor shall not be responsible for the adequacy of such performance and design criteria.

As required by the Law, Constructor shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Constructor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Constructor's design professional.

### 3.16 WORKSITE CONDITIONS

**3.16.1 WORKSITE VISIT** Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

**3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS** If a condition encountered at the Worksite is (a) subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Constructor shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in ARTICLE 8.

### 3.17 PERMITS AND TAXES

**3.17.1** Constructor shall give public authorities all notices required by Law and, except for permits and fees that are the responsibility of Owner, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Constructor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

**3.17.2** Constructor shall pay applicable taxes for the Work provided by Constructor.

**3.17.3** If, in accordance with Owner's direction, Constructor claims an exemption for taxes, Owner shall indemnify and hold Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Constructor as a result of any such claim.

### 3.18 CUTTING, FITTING, AND PATCHING

**3.18.1** Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.



3.18.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

### 3.19 CLEAN UP

3.19.1 Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.19.2 If Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due to Constructor in the next payment period.

3.20 ACCESS TO WORK Constructor shall facilitate the access of Owner, Design Professional, and Others to Work in progress.

3.21 COMPLIANCE WITH THE LAW Constructor shall comply with the Law at its own cost. Constructor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with the Law, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.21.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement.

3.22 CONFIDENTIALITY Constructor shall treat as confidential and not disclose to third-persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Constructor or which Constructor may acquire in performing the Work. To the extent necessary to perform the Work, Constructor's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Constructor's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified before any material change in Project financing.



**4.3 WORKSITE INFORMATION** To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

**4.4 BUILDING PERMIT, FEES, AND APPROVALS** Except for those permits and fees related to the Work which are the responsibility of Constructor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

**4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

**4.6 CONTRACT DOCUMENTS** Unless otherwise specified, Owner shall provide six (6) hard copies of the Contract Documents to Constructor without cost.

4.6.1 **ELECTRONIC DOCUMENTS** If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addenda, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

**4.7 OWNER'S REPRESENTATIVE** Owner's Representative is Bob Bennett. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or its Representative's authority, Owner shall immediately notify Constructor in writing.

**4.8 OWNER'S CUTTING AND PATCHING** Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Constructor, which approval shall not be unreasonably withheld.

**4.9 OWNER'S RIGHT TO CLEAN UP** In case of a dispute between Constructor and Others with regard to respective responsibilities for clean up at the Worksite, Owner may implement appropriate cleanup



measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

**4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK** With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Constructor, Owner shall either (a) promptly remedy the damage or loss (and assume affected warranty responsibilities), (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Constructor incurs costs or is delayed due to such loss or damage, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under this Agreement.

## **ARTICLE 5 SUBCONTRACTS**

### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.1.1** Promptly after executing this Agreement, Constructor shall provide Owner and, if directed, Design Professional with a written list of the proposed Subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed Subcontractor or Supplier, Owner shall notify Constructor in writing. Failure to promptly object shall constitute acceptance.

**5.1.2** If Owner has reasonably and promptly objected, Constructor shall not contract with the proposed Subcontractor or Supplier, and Constructor shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the Contract Price or Contract Time because of the substitution.

**5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS** Constructor agrees to bind every Subcontractor and Supplier (and require each Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Document's applicable provisions to that portion of the Work.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Constructor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §11.3 or §11.4; and

(b) Owner accepts such assignment after termination by notifying Constructor and Subcontractor or Constructor and Supplier in writing, and assumes all rights and obligations of Constructor pursuant to each subcontract or supply agreement.

**5.3.1** If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## **ARTICLE 6 TIME**

**6.1 DATE OF COMMENCEMENT** The Date of Commencement is the date of Owner's written Notice to Proceed.

**6.1.1 SUBSTANTIAL/FINAL COMPLETION** Substantial Completion of the Work on each school shall be achieved in thirty (30) Days from the Date of Commencement on each school. Unless otherwise specified in the Certificate of Substantial Completion, Constructor shall achieve Final Completion within five (5) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.



6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Constructor shall not knowingly commence the Work before the effective date of Constructor's required insurance.

## 6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Constructor shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Constructor shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.1.1 Constructor's schedule is to be structured to not interfere with schedule of schools on which work is being performed.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Constructor consequently incurs costs or is delayed, or both, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

## 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall submit any requests for equitable extensions of Contract Time in accordance with ARTICLE 8.

6.3.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Constructor shall be entitled to an equitable adjustment in the Contract Price subject to §6.6.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.



**6.4 NOTICE OF DELAY CLAIMS** If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Constructor shall give Owner written notice of the claim in accordance with §8.4. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §. Owner shall process any such claim against Constructor in accordance with ARTICLE 8.

## **6.5 LIQUIDATED DAMAGES**

**6.5.1 SUBSTANTIAL COMPLETION** Liquidated damages based on Substantial Completion date shall not apply.

**6.5.2 FINAL COMPLETION** Liquidated damages based on the Final Completion date shall not apply.

**6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in §6.5 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [\_\_\_\_].

**6.6.1** The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

## **ARTICLE 7 PRICE**

**7.1 LUMP SUM** Lump sum is the Contract Price of Two Hundred Twenty-Nine Thousand Four Hundred Eighty-Four and No/100 dollars (\$229,484.00) subject to adjustment as provided in this Agreement.

## **7.2 ALLOWANCES**

**7.2.1** All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and the particular Suppliers or Subcontractors to supply specific allowance items, if Constructor reasonably objects to a Supplier or Subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work.

**7.2.2** Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's Overhead and profit for the allowances is included in the Contract Price, not in the allowances. If incurred costs are



greater or less than the allowances, a Party may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

## **ARTICLE 8 CHANGES**

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

### **8.1 CHANGE ORDER**

8.1.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order and processed in accordance with this article.

8.1.2 For changes in the Work, the Parties shall negotiate an appropriate adjustment to the Contract Price or the Contract Time in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

8.1.3 NO OBLIGATION TO PERFORM Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### **8.2 INTERIM DIRECTIVES**

8.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment to Contract Price or Contract Time, or directing Constructor to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Constructor shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

8.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed Work is performed, Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

8.2.3 When the Parties agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directives on which The Parties have reached agreement on Contract Price or Contract Time issued since the last Change Order.

### **8.3 DETERMINATION OF COST**

8.3.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:



8.3.2 unit prices set forth in this Agreement or as subsequently agreed;

8.3.3 a mutually accepted, itemized lump sum; or

8.3.4 **COST OF THE WORK** Cost of the Work as defined by this §8.3.4 plus 10% for Overhead and 5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

8.3.4.1 Labor wages directly employed by Constructor performing the Work;

8.3.4.2 Salaries of Constructor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.3.4.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Constructor's standard personnel policy, insofar as such costs are paid to employees of Constructor who are included in the Cost of the Work in §8.3.4.1 and §8.3.4.2;

8.3.4.4 Reasonable transportation, travel, and hotel expenses of Constructor's personnel incurred in connection with the Work;

8.3.4.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.3.4.6 Payments made by Constructor to Subcontractors for performed Work;

8.3.4.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Constructor;

8.3.4.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Constructor or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.4.9 Cost of the premiums for all insurance and surety bonds which Constructor is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.4.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Constructor is liable;

8.3.4.11 Permits, fees, licenses, tests, and royalties;





8.3.4.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Constructor's negligence;

8.3.4.13 Water, power, and fuel costs necessary for the changed Work;

8.3.4.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.4.15 Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work;

8.3.4.16 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Constructor, all cash discounts shall accrue to Constructor. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.3.4.17 COST REPORTING Constructor shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to requested payment for Cost of the Work. Constructor shall preserve all such records for a period of three years after the final payment or longer where required by Law;

8.3.4.18 COST AND SCHEDULE ESTIMATES Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.3.4.19 Cost of the Work pursuant to §8.3.4 is determined net of savings from the change. Constructor's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease of ten (10) percent or more. Constructor shall maintain a documented, itemized accounting evidencing expenses and savings.

8.3.5 If unit prices are set forth in the Contract Documents or the Parties subsequently agree, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

8.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.



**8.5 INCIDENTAL CHANGES** Owner may direct Constructor to perform incidental changes in the Work, upon concurrence with Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive.

## **ARTICLE 9 PAYMENT**

**9.1 SCHEDULE OF VALUES** Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

### **9.2 PROGRESS PAYMENTS**

**9.2.1 APPLICATIONS** Constructor shall submit to Owner, and if directed, Design Professional a monthly application for payment no later than the first Day of the calendar month for the preceding calendar month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §9.2.4.

**9.2.2 STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

### **9.2.3 LIEN WAIVERS AND LIENS**

**9.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS** If required by Owner as a prerequisite for payment, Constructor shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. Constructor shall not be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

**9.2.3.2 REMOVING LIENS** If Owner has made payments in the time required by this ARTICLE 9, Constructor shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Constructor fails to take such action on a lien, Owner may cause the lien to be removed at Constructor's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 12 relating to the subject matter of the lien.



9.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:

9.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 Except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others to whom Owner may be liable;

9.3.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with this Agreement;

9.3.4 rejected or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

9.3.7 uninsured third-party claims involving Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Constructor, upon giving fourteen (14) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received, including interest for late payment. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

9.6 SUBSTANTIAL COMPLETION



9.6.1 Constructor shall notify Owner and, if directed, Design Professional, when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Work or a designated portion is achieved, Constructor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Constructor to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

## 9.7 PARTIAL OCCUPANCY OR USE

9.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

## 9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.2 When Final Completion has been achieved, Constructor shall prepare for Owner's written acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.



9.8.3 Final payment of the balance of the Contract Price shall be made to Constructor within twenty (20) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under §9.8.4, and a Certificate of Final Completion has been executed by the Parties.

9.8.4 Final payment is due upon Constructor's submission to Owner of the following:

9.8.4.1 An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

9.8.4.2 As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

9.8.4.3 Release of any liens, conditioned on final payment being received;

9.8.4.4 Consent of any surety; and

9.8.4.5 Any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

9.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Constructor, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Constructor shall submit to Owner, and if directed, Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.6 OWNER'S CLAIMS RESERVATION Owner's claims not reserved in writing with final payment are waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS**

### **10.1 INDEMNITY**

10.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose



acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided for by §10.1.2.

10.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §10.1.1.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.1.4 ADJACENT PROPERTY INDEMNIFICATION to the extent of the limits of Constructor's Commercial General Liability Insurance specified in Subparagraph 10.2.1 or the Constructor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorney's fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Constructor's Work, but only to the extent of the negligent acts or omissions of the Constructor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

## 10.2 INSURANCE

10.2.1 Before starting the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, shall be written with at least the following limits of liability:

### 10.2.1.1 Employers' Liability Insurance

- (a) \$500,000 bodily injury by accident per accident.
- (b) \$500,000 bodily injury by disease policy limit.
- (c) \$500,000 bodily injury by disease per employee.

### 10.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

### 10.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$2,000,000 general aggregate.



- (c) \$2,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

10.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under §10.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

10.2.3 Constructor shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. Such insurance companies shall have a minimum A.M. Best Rating of A. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement.

10.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### 10.3 PROPERTY INSURANCE

10.3.1 The Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Constructor, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

10.3.1.2 damage resulting from defective design, workmanship, or material;

10.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;



10.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6 physical loss resulting from Terrorism.

10.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §10.3.1

10.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Constructor and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5 To the extent of the limits of Constructor's CGL specified in §10.2.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to section 10.3.1 until the Date of Final Completion.

10.3.7 POLLUTION LIABILITY INSURANCE Constructor is not required to maintain pollution liability insurance.

10.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☐shall/ ☒shall not require Constructor to purchase and maintain additional liability coverage. If required, Constructor shall provide:

10.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Constructor's CGL specified for on-going operations and completed operations, excess/umbrella liability, commercial





automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance (both primary and excess) of the Constructor and its Subcontractors shall be primary and non-contributory to any insurance available to the Additional Insureds.

10.4.2 ☒ OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Constructor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

10.5 ROYALTIES, PATENTS, AND COPYRIGHTS Constructor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work. Constructor shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Constructor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

10.6 BONDS Performance and Payments bonds are required of the Constructor. Such bonds shall be provided as required by ORS 279C.380 (See Supplemental Contract Documents).

## **ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION**

### **11.1 SUSPENSION BY OWNER FOR CONVENIENCE**

11.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

11.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default.

11.2.1 After receiving Owner's written notice, if Constructor fails within seven (7) Days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with



diligence and promptness, then Owner shall give Constructor a second notice to correct the default within three (3) Business Days after receipt. The second notice to Constructor, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

11.2.2 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give Constructor prompt written notice.

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice period to cure pursuant to §11.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §11.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

11.3.2 **USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT** If Owner or Others perform work under §11.3, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner and others performing work under §11.3 shall also have the right to use construction tools and equipment located on the Worksite and belonging to the Constructor or Subsubcontractors for the purpose of completing the remaining Work, but only after Constructor's written consent. If Owner uses Constructor's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Constructor and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Constructor's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Constructor or Constructor's trustee rejects the Agreement; (b) a default occurred and Constructor is unable to give adequate assurance of required performance; or (c) Constructor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice Constructor for all amounts due pursuant to §11.2 and §11.3.



## 11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon Constructor's receipt of Owner's written notice from Owner, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If Owner terminates this Agreement for convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed.

11.4.3 If Owner terminates this Agreement, Constructor shall:

11.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

11.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

## 11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Seven (7) Days' after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Constructor for any of the following reasons:

- (a) under court order or order of other governmental authorities having jurisdiction;
- (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or
- (c) suspension by Owner for convenience pursuant to §11.1.

11.5.2 In addition, upon seven (7) Days' written notice to Owner, Constructor may terminate this Agreement if Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

11.5.2.2 assigns this Agreement over Constructor's reasonable objection; or

11.5.2.3 fails to pay Constructor in accordance with this Agreement and Constructor has stopped Work in compliance with §9.5; or

11.5.2.4 otherwise materially breaches this Agreement.



11.5.3 Upon termination by Constructor in accordance with §11.5.2, Constructor is entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution procedure. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3 OMITTED

12.4 OMITTED

12.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

12.5.1 ARBITRATION Arbitration using the then-current Rules of Arbitration Service of Portland, Inc. or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be mutually agreed by the Parties any arbitration shall be before a single arbitrator unless otherwise agreed by the Parties.

12.5.2 LITIGATION

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is the default and not arbitration.

12.5.3 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.



**12.5.4 VENUE** The Project location shall serve as the venue, unless the Parties agree on a mutually convenient location.

**12.6 MULTIPARTY PROCEEDING** All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

**12.7 LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by Constructor that Constructor may have under lien laws.

## **ARTICLE 13 MISCELLANEOUS**

**13.1 EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

**13.2 ASSIGNMENT** Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Constructor than this Agreement. If such assignment occurs, Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

**13.3 GOVERNING LAW** The law in effect at the location of the Project shall govern this Agreement.

**13.4 SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**13.5 NOTICE** Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

**13.6 NO WAIVER OF PERFORMANCE** Either Party's failure to insist upon any, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

**13.7 TITLES** The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

**13.8 JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



### 13.9 ADDITIONAL PROVISIONS

13.9.1 Constructor shall comply with all applicable Public contracting provisions, including, but not limited to those set forth in

## ARTICLE 14 CONTRACT DOCUMENTS

### 14.1 EXISTING CONTRACT DOCUMENTS

14.1.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: see Exhibit "B"
- (b) Specifications: see Exhibit "B"
- (c) Addenda: see Exhibit "C"
- (d) Additional Owner Requirements: See Exhibit "D"
- (e) Bidding Requirements and Conditions of Agreement: See Exhibit "B"

### 14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in Contract Time or Contract Price pursuant to ARTICLE 8, or a dispute mitigation and resolution, Owner's clarifications are final and binding.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.3 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to §14.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before Agreement execution or signed by both Parties; (d) information furnished by Owner pursuant to §3.13.4 or designated as a Contract Document in §14.1; (e) other Contract Documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

OWNER: Ontario School District 8C

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONSTRUCTOR:



BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF DOCUMENT.



## **EXHIBIT A**

### **To ConsensusDoc 200 Standard Agreement and General Conditions Between Owner and Constructor**

#### **SCHEDULE OF WORK Attached Hereto and Made a Part Thereof**

Bidder hereby agrees develop a detailed construction schedule and present to the Owner for approval, prior to commencing work. Stipulations that must be factored within this construction schedule, include but are not limited to the following:

- All work must take place on non-student contact days (Specific dates can be determined by referencing the enclosed school calendar)
- The Ontario School District must be able to utilize the facilities for cooking and feeding students on all contact days.
- If unrealistic to conduct this work during the school year, due to lack of available access, this project may commence after the school year has completed on June, 1 2020. In which case, it must be completed prior to the commencement of the school year in the fall of 2020.

All materials, requirements, documentation, management, workmanship and training will be in accordance with plans issued by Engineering Northwest, LLC dated May 6<sup>th</sup> 2019 and Bidding Requirements and conditions of agreement by CM Company dated September 5<sup>th</sup> 2019.

This Contractor is responsible for supplying all labor, materials, supervision, equipment and permits necessary to furnish and install complete Food Service Line and Kitchen HVAC system upgrade as outlined in the contract documents dated May 6<sup>th</sup> 2019 to include but are not limited to:

- Demolition/deactivation of existing equipment as required for the performance of work (Abate Lead Paint and or Asbestos if required in accordance with all laws and codes)
- Supply and install all components for Structural and Architectural modifications as required
- Plumbing, HVAC and electrical installations as outlined in the contract documents
- Mechanical, electrical, plumbing and controls required to complete this work.
- Repair building finishes, roofing and all areas affected by upgrades.
- Provide all accessories to complete this work.

This Contractor is to coordinate fully and timely with the other Contractors as necessary to produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and/or electrical work.

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace and/or pay for the cleaning, restoration or replacement of any such work damaged or soiled in the performance of this work.



## **EXHIBIT B**

### **To ConsensusDoc 200 Standard Agreement and General Conditions Between Owner and Constructor**

#### **DRAWINGS AND SPECIFICATIONS Attached Hereto and Made a Part Thereof**

##### **(a) DRAWINGS**

###### **NEW FOOD SERVICE LINE & KITCHEN HVAC – MAY 6, 2019**

G1 GENERAL INFORMATION AND PLOT PLAN  
S1 PARTIAL FLOOR & ROOF PLANS  
S2 PARTIAL ELEVATION & SECTION  
S3 STRUCTURAL DETAILS  
M-1 MECHANICAL FLOOR PLAN  
M-2 MECHANICAL SCHEDULES AND DETAILS  
M-3 DETAILS AND ENERGY COMPLIANCE  
E-1 ELECTRICAL POWER FLOOR PLAN  
P-1 PLUMBING FLOOR PLAN

##### **(b) BIDDING REQUIREMENTS**

A.1 – Advertisement for Bids  
A.2 – Instructions to Bidders (Consensus Doc 271)  
A.3 – First Tier Subcontractor Disclosure Form  
A.4 – Contractor Bid Proposal Form

##### **(c) Conditions of Agreement**

B.1 – Standard Agreement and General Conditions Between Owner and Constructor  
(Lump Sum) (Consensus Doc 200)  
Exhibit A – Schedule of Work  
Exhibit B – Drawings and Specifications  
Exhibit C – Addenda  
Exhibit D – Additional Owner Requirements  
B.2 – Background Checks and ID Badges  
B.2a – Volunteer Application Form  
B.2b – Criminal History Verification  
B.3 - Prevailing Wage Rate for Public Works Contract  
B.4 – Bonding  
B.4a - Bonding Requirement for ORS 279C.380  
B.4b – Public Works Bond  
B.4c – Statutory Public Works Bond  
B.5 – Additional Owner Requirements  
B.6 – Temporary Facilities and Temporary Controls  
B.7 – Contractors Affidavit of Payment of Debts and Claims  
B.8 – Consent of Surety Company to Final Payment  
B.9 – Contractor's Affidavit Concerning Taxes  
B.10 – Project Schedule

**Exhibit "C"**  
**To ConsensusDoc 200 Standard Agreement and General Conditions Between Owner and**  
**Constructor**  
**ADDENDA**  
**Attached Hereto and Made a Part Thereof**

Addenda references to be added after bidding when contract is executed.

**Exhibit "D"**  
**To ConsensusDoc 200 Standard Agreement and General Conditions**  
**Between Owner and Constructor**  
**ADDITIONAL OWNER REQUIREMENTS**  
**Attached Hereto and Made a Part Thereof**

- (1) Constructor shall make payment promptly, as due, to all persons supplying to the Constructor labor or materials for the performance of the work provided for in this Agreement.
- (2) Constructor shall pay all contributions or amounts due the Industrial Accident Fund from the Constructor or any Subcontractor incurred in the performance of the Agreement.
- (3) Constructor shall 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 materials furnished for the Work.
- (4) Constructor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (5) Constructor shall demonstrate that an employee drug testing program is in place.
- (6) To the extent that demolition is part of the Work, Constructor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- (7) To the extent lawn and landscape maintenance is part of the Work, Constructor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- (8) If Constructor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Constructor or any Subcontractor by any person in connection with this Agreement as the claim becomes due, the proper officer or officers representing 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 Constructor by reason of this agreement.
- (9) If Constructor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor materials in connection with this Agreement within 30 days after receipt of payment from the Owner or a contractor, the Constructor or Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Constructor or Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- (10) If Constructor or any Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580, The payment of a claim in the manner authorized in this section does not relieve the Constructor or the Constructor's surety from obligation with respect to any unpaid claims.
- (11) A person may not be employed by the Constructor or any Subcontractor for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
  - (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (b) For all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is four consecutive days, Monday through Friday; and

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

(12) Constructor shall give notice in writing to employees either at the time of hire or before commencement of work on the agreement, 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. Constructor shall include an identical provision in its subcontracts and require all Subcontractors, of any tier, to include an identical provision in all subcontracts.

(13) In the case of agreement for personal services as defined in ORS 279C. 100, the employee shall be paid at least time and half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services agreements who are excluded under ORS 653.010 to 6533.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(14) Agreements for services must contain a provision that requires that persons employed under the agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (l) (b) (B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(15) Constructor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Constructor, of all sums that the Constructor agrees to pay for the services and all moneys and sums that the Constructor collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services.

(16) Constructor and all Subcontractors are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(17) Constructor and all Subcontractors shall comply with the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by the Constructor or Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement, as specified in the specifications for the Work.

(18) Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(19) Constructor represents and agrees that the specifications contain a sufficient provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The fee shall be paid to the commissioner under the administrative rule of the commissioner.

(20) Constructor represents and agrees that the specifications contain a sufficient provision stating that Constructor and every Subcontractor must 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).

(a) Constructor must 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).

(b) Constructor must require every Subcontractor and every Sub-Subcontractor to 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).

(21) The hourly rate of wage to be paid by the Constructor or every Subcontractor subject to prevailing wage rates to workers, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.

(22) Constructor and every Subcontractor subject to prevailing wage rates to workers shall keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the project.

(23) To the extent Constructor or any Subcontractor subject to prevailing wage rates shall also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the project, the Constructor or Subcontractor, as applicable, shall post notice describing such plans in a conspicuous and accessible place in or about the project. The notice preferably shall be posted in the same place as the notice required under Section (22). In addition to the description of the plans, the notice shall contain information on how and where to make claims and where to obtain further information.

(24) Constructor or the Constructor's surety, and every Subcontractor or Subcontractor's surety, shall file certified statements with the Owner in writing on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Constructor or the Subcontractor has employed upon such public work, and 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 statement shall be verified by the oath of the Constructor or the Constructor's surety, or Subcontractor or the Subcontractor's surety that the Constructor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Constructor's 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. Each certified statement required shall be delivered or mailed by the Constructor or Subcontractor to the Owner. Certified statements shall be submitted for each week during which the Constructor 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.

(25) Constructor or Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Agreement.

(26) Constructor represents and agrees that the Owner has fully and timely included a provision that the Constructor and any Subcontractor shall comply with ORS 279C.840 in the advertisement for bids, the request for bids, the contract specifications, the accepted bid or elsewhere in the contract documents and that the Owner has no liability for unpaid minimum wages.

(27) Owner shall make progress payments under the Agreement monthly as work progresses. Payment shall be based upon estimates of work completed that are approved by the Owner. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein. In instances when an invoice is filled out incorrectly or when there is any defect or impropriety in any submitted invoice when there is a good faith dispute, the Owner shall so notify the Constructor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Constructor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section.

(28) If requested in writing by a first-tier Subcontractor, the Constructor, within 10 calendar days after receiving the request, shall send to the first-tier Subcontractor a copy of that portion of any invoice, request for payment submitted to the Owner or pay document provided by the Owner, to the Constructor specifically related to any labor or materials supplied by the first-tier Subcontractor.

(29) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and the Constructor.

(30) The Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As work progresses, the Owner may in its sole discretion reduce the amount of the retainage and the Owner may in its sole discretion eliminate retainage on any remaining monthly contract payments after 50 percent of the work under the contract is completed if, in the Owner's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Constructor, which application shall include written approval of the Constructor's surety; except that when the contract work is 97 ½ percent completed the Owner may, at its discretion, and without application by the Constructor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. Upon receipt of a written application by the Constructor, the Owner shall respond in writing within a reasonable time.

(31) The retainage held by the Owner shall be included in and paid to the Constructor as part of the final payment of the contract price. The Constructor shall notify the Owner in writing when the Constructor considers the work complete and the Owner shall, within 15 days after receiving the written notice, either accept the work or notify the Constructor of work yet to be performed on the contract.

(32) The Constructor shall not request payment from the Owner of any amount withheld or retained in accordance herewith until such time as the Constructor has determined and certified to the Owner that the Subcontractor is entitled to the payment of such amount. A dispute between the Constructor and a first-tier Subcontractor relating to the amount or entitlement of a first-tier Subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which the Owner is a party. The Owner shall not be included as a party in any administrative or judicial proceeding involving such a dispute. The Constructor shall include in each subcontract for property or services entered into by the Constructor and a first-tier Subcontractor, including material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the Constructor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Constructor by the Owner under such contract; and,

(b) An interest penalty clause that obligates the Constructor, if payment is not made within 30 days after receipt of payment from the Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph (a) of this Section (32). The Constructor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Constructor or first-tier Subcontractor did not make payment when payment was due is that the Constructor or first-tier Subcontractor did not receive payment from the Owner or Constructor when payment was due. The interest penalty shall be:

(A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and,

(B) Computed at the rate specified in ORS 279C.515 (2).

(33) The Constructor shall include in each of its subcontracts, for the purpose of performance of such contraction condition, a provision requiring the first-tier Subcontractor to include payment clause and an interest penalty clause conforming to the standards of Section (32) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(34) Constructor shall comply and require all Subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations and statutes, including but not limited to those in ORS Chapter 279C. To the extent that ORS Chapter 279C, or any other law, code, ordinance or regulations, requires any term or condition to be included in this Agreement, such term or condition are hereby incorporated by this reference. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation and whenever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule or regulation the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

Owner and Constructor Agreement

Consensus Doc 200, Standard Agreement Between and General Conditions Between Owner and Constructor (Lump Sum) will be used as the agreement for this project, a copy of this agreement is attached hereto and made a part thereof.

### **Background Checks and Identification Badges**

Background Checks will be required of each employee that will be working on the project. A copy of the background check form has been included in this document, as a reference only. Once a contract is awarded, the contractor or subcontractor must complete the Volunteer Application form and Criminal History Verification of Volunteer Applicants along with a copy of driver's license and return to the school district for processing. The school district will provide instructions on how to obtain a badge.

Photo ID badges are required for access to Ontario School District buildings while students are present in the building where construction is taking place. ID badges must be displayed on an individual's outside layer of clothing. Photo ID badges issued by a contractor are sufficient for this purpose. If the contractor does not issue their own photo ID badge, workers must obtain a photo ID badge through the school.

#### **Attachments:**

- a) Volunteer Application
- b) Criminal History Verification of Volunteer Applicants





## Volunteer Application

**All individuals who wish to volunteer must complete this Volunteer Application, a Criminal History Verification form, and pass a background check PRIOR to volunteering in any capacity.**

Your Information
Date
Name
Street Address
City, State, Zip Code
Home Phone
Work Phone or Cell Phone
E-Mail Address

Availability
Please specify hours of availability for volunteer assignments.
___ Mornings
___ Afternoons
___ Evenings

Schools you are interested in volunteering for: (Please circle)

Aiken Elementary

Alameda Elementary

Cairo Elementary

May Roberts Elementary

Pioneer Elementary

Ontario Middle School

Ontario High School

Interests
Please list areas of interest for volunteering.
___ Office Assistance      ___ Transportation Department / Bus Routes
___ Library Assistance
___ In the Classroom      ___ Other _____
___ Field Trips
___ Fundraising
___ After-School Activities
___ Weekly Lunch Buddy
___ Sports / Coaching
___ Volunteer activities from home

Return Forms to
<b>School Parent Involvement Coordinator</b> <b>or</b> <b>Dania Hernandez, Administrative Assistant</b> <b>Ontario School District</b> <b>195 SW Third Avenue, Ontario OR 97914</b> <b>541-889-5374 x 3221 Email: <a href="mailto:dhernandez@ontario.k12.or.us">dhernandez@ontario.k12.or.us</a></b>

## B2.b Criminal History Verification



### Criminal History Verification of Volunteer Applicants

Please Print Clearly

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_  
(Last, First, Middle) (MM/DD/YYYY)

Other Names previously used (includes Maiden Name) \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License/ID Card # \_\_\_\_\_ / State \_\_\_\_\_

**IF YOU DO NOT ANSWER THE FOLLOWING QUESTIONS TRUTHFULLY, YOUR APPLICATION WILL BE DENIED!**

Have you <b>EVER</b> been convicted of a sex-related crime? (Including dismissed charges) If yes, was the conviction in Oregon or another state? (Please specify if another state.) _____ If yes, did the crime involve force or minors?	YES ____ NO ____  YES ____ NO ____  YES ____ NO ____
Have you <b>EVER</b> been convicted of a crime involving violence or threat of violence? (Including dismissed charges) If yes, was the conviction in Oregon or another state? (Please specify if another state.) _____	YES ____ NO ____
Have you <b>EVER</b> been convicted of a crime involving criminal activity in drugs or alcoholic beverages? (Including dismissed charges) If yes, was the conviction in Oregon or another state? (Please specify if another state.) _____ Please specify date(s) of convictions. _____	YES ____ NO ____
Have you <b>EVER</b> been convicted of any other crime including minor traffic violations? (Traffic Crimes and dismissed charges)	YES ____ NO ____
Have you been arrested within the last three years for a crime for which there has not yet been an Acquittal or dismissal?	YES ____ NO ____
Have you previously been denied to volunteer for Ontario School District? (Please specify the reason for denial)	YES ____ NO ____

I hereby grant Ontario School District permission to check civil or criminal records to verify any statement made on this form.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### **Requirements for Prevailing Wages**

Constructor and all Subcontractors shall comply with the existing state prevailing rate of wage and the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by the Constructor or Subcontractor or other person doing or contracting to the whole or any part of the Work contemplated by this Agreement, as specified in the specifications for the Work.

Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

Applicable prevailing wage rates for public works contracts in Oregon is dated July 1, 2019.

Applicable Federal prevailing wage rates required under Davis-Bacon Act (40 U.S.C. 3141 et seq.) is General Decision Number: OR20190051 dated August 30, 2019.

## **Bonding**

- a) Bonding Requirement for ORS 279C.380
- b) Public Works Bond
- c) Statutory Public Works Bond

## Bonding Requirements for CCB ORS 279C.380

In accordance with Oregon Revised Statute – 2009, in accordance with section ORS 279C.380 regarding Payment and Performance Bonds.

**279C.380 Performance bond; payment bond; waiver of bonds.** (1) Except as provided in ORS 279C.390, a successful bidder for a public improvement contract shall promptly execute and deliver to the contracting agency the following bonds:

- a) A performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the contracting agency that awarded the contract and any public agency or agencies for whose benefit the contract was awarded. If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract required by this paragraph must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work. A contracting agency may waive the requirement of a performance bond. A contracting agency may permit the successful bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.
- b) A payment bond in the amount equal to the full contract price, solely for the protection of the claimants under ORS 279C.600.

## PUBLIC WORKS BONDS

**EVERY CONTRACTOR AND SUBCONTRACTOR** who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000 "PUBLIC WORKS BOND"** with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

### Exemptions:

- Allowed for contractors that are certified disadvantaged, minority, women or emerging small business enterprises, for the first **FOUR** years of certification;
  - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required; (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

### ORS 279C.830(3) and (4) require:

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

**Every contract awarded by a contracting agency shall contain a provision requiring the contractor:**

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.



STATE OF OREGON  
STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_  
(Seal)  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (e.g. Attorney-in-Fact)

\_\_\_\_\_  
Title

**SEND BOND TO:** Construction Contractors Board  
PO Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### Additional Owner Requirements

Additional owner requirements have been incorporated into Owner and Constructor Agreement, Exhibit D. Refer to Part B.1 of the bidder's documents.



## **Temporary Facilities and Temporary Controls**

This document is to describe the responsibility of the Constructor, Subcontractors and the Owner for construction facilities and temporary controls and will be administered in conjunction with other sections of the Specifications.

### **Part 1 - General**

**1.1** Construction facilities and temporary controls outlined in this section will be provided by the party specifically noted or are to be provided individual specification sections.

#### **1.2 Section Includes**

- (a) Temporary Utilities: Electricity, lighting, telephone service, and water.
- (b) Temporary Construction and Support Facilities: field offices and storage sheds, sanitary facilities, drinking water, dewatering facilities and drains, temporary enclosures, hoisting, project identification, progress cleaning, waste disposal services, removal of utilities and controls, and construction aids.
- (c) Security and Protection Facilities: Temporary fire protection, barricades, warning signs and lights, environmental protection, protection of installed work and security.
- (d) These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the Work and compliances with requirements of Contract documents. Provisions of this section are applicable to, but no way a limitation of, utility services, construction facilities, security / protection provisions and support facilities.

#### **1.3 Related Sections**

- (a) Section 017700 – Closeout Procedures: Final Cleaning.

### **Part 2 – Execution and Responsibility**

#### **2.1 Temporary Utilities**

##### **2.1.1 Temporary Electricity**

- (a) The Owner will provide electrical power as required to complete this work. Constructor to ensure temporary power is GFCI protected.
- (b) Constructor and any Subcontractors shall provide supplementary electrical power to handle welding machines or furnish gasoline-operated welders, at his option.
- (c) Constructor and any Subcontractors will provide their own UL approved extension cords and adaptors as required.

##### **2.1.2 Temporary Lighting**

- (a) The Constructor will provide general temporary lighting throughout project as necessary.
- (b) Specifically, the Constructor shall provide lighting assemblies sufficient to deliver fifty foot candles of illumination on these surfaces while work is actually in progress.

##### **2.1.3 Telephone Services**

- (a) Telephone services are the responsibility of the Constructor and any subcontractors.

#### **2.1.4 Water**

- (a) The Owner will provide Constructor access to water at the job sites as required.

#### **2.2 Temporary Construction and Support Facilities**

##### **2.2.1 Field Offices and Storage Sheds**

- (a) Constructor may provide their own field office and/or storage sheds for their own use. Location and installation of these units shall be coordinated with the Owner
- (b) Utility connections to these facilities and purchase of utility services will be responsibility of Constructor.

##### **2.2.2 Sanitary Facilities**

- (a) The Constructor will provide and maintain a designated toilet facility as required by Occupational Safety and Health Act.

**2.2.3 Drinking Water**

- (a) Constructor and each Subcontractor shall provide drinking water for their respective personnel as required by applicable employment regulations.

**2.2.5 Temporary Enclosures**

- (a) The Constructor, in coordination with the Owner, will provide and direct the installation of temporary enclosures where needed for the protection of staff, students, and public at work zones and debris containment locations, both at the interior and exterior of the building for their portion of the work..
- (b) Penetrations through the building walls or roof with the potential to expose the building interior to the elements will be closed and sealed to avoid damage when left unattended.

**2.2.6 Hoists and Temporary Elevator Use**

- (a) Constructor and each Subcontractor shall provide facilities to hoist materials and employees to working location.

**2.2.7 Project Identification**

- (a) Owner will allow the Constructor one 8' wide by 4' high project sign at each school location. Sign to be constructed of exterior grade plywood and wood frame construction, painted, with exhibit lettering by professional sign painter
- (b) Erect on site at location established by Owner within twenty (20) days of notice to proceed.
- (c) No other signs are allowed without Owner permission except those required by law.
- (d) Remove signs framing and supports at completion of project and restore area.

**2.2.8 Progress Cleaning**

- (a) The Constructor shall clean up all trash and debris and remove it to Constructor furnished jobsite dumpster. Demolition materials are to be removed and disposed of in a legal manner
- (b) Constructor shall broom clean work areas daily.
- (c) If any Subcontractor fails to clean up his work area in a timely and satisfactory manner after 24-hours' notice, the Constructor will cause the cleanup to be done by others at the expense of the Subcontractor.
- (d) If it is impractical to determine the sources of debris, or if debris from Constructor or various separate Contractors is inseparably mixed, all Contractors working in the subject area shall jointly clean up the debris at the direction of the Constructor. If conflicts arise as to which party is responsible for cleanup, the Constructor's judgment will be final.
- (e) If additional cleanup is required, the Constructor may organize a cleanup wherein Subcontractors will provide personnel for a general clean up. The Constructor will determine the areas cleaned and number of personnel provided.

**2.2.9 Waste Disposal Services**

- (a) The Constructor will provide waste collection containers (dumpsters) for use for all construction waste.
- (b) Each Subcontractor is responsible for hauling their waste material to contractor supplied dumpster.

**2.2.10 Removal of Utilities, Facilities and Controls**

- (a) Upon completion of any portion of the Work when no longer required or as directed, Subcontractor will remove temporary facilities as directed by the Constructor.
- (b) Upon completion of the Work- the Constructor shall completely remove his remaining temporary facilities.

**2.2.11 Construction Aides**

- (a) Constructor shall review site conditions and related factors affecting construction procedure and construction aides, including adjacent properties and facilities that may be affected by this Work. Comply with applicable requirements specified in this Project manual. Provide construction aides as required by progress of Work, or storage, and to accommodate legitimate requirements of Owner, Subcontractors, and other contractors employed at site.

- (b) Constructor to comply with all local, state and federal safety laws regarding construction aides; barriers and fences for the protection of Work and prevent Public entry to Work.
- (c) Constructor shall maintain access to and around adjacent properties and buildings to permit the normal use of facilities.
- (d) Constructor shall provide and maintain for duration of Work, required fences, barricades, canopies, warning signs, steps, bridges, platforms and other required aides for safe and proper execution of their Work in compliance with all safety and other regulations.
- (e) Aides may be of materials new and used, Constructor's option, suitable for intended purpose, but must not be in violation of requirements of applicable codes or safety standards. Provide aides in neat and reasonably uniform appearance, structurally adequate for required purpose; maintain throughout duration of Work and relocate as required by progress of Work.
- (f) Constructor shall completely remove from site construction aides when construction needs are met with permanent construction or at completion of Work. Repair damage caused by use of construction aides; remove all below grade construction and facilities of construction aides. Clear debris and grade site to required elevations. Restore any existing facilities used as construction aides to original or better condition.

## **2.3 Security and Protection Facilities**

### **2.3.1 Temporary Fire Protection**

- (a) The Constructor in coordination with the Owner will provide and maintain temporary fire protection facilities for the project.
- (b) The Constructor and all Subcontractors are to store combustibles in a fire-safe location.
- (c) Any Contractor performing welding operations, combustion type temporary heating units or similar sources of fire ignition shall supervise these operations.

### **2.3.2 Barricades, Warning Signs and Lights**

- (a) The Constructor shall provide barricades, warning signs and lights at areas of their own work to comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights. Constructor shall maintain environmental controls during progress of work.
- (b) Constructor shall provide barriers to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations and demolition.

### **2.3.4 Protection of Installed Work**

- (a) Constructor shall protect installed Work and provide special protection where specified individual Specification Sections.
- (b) Constructor shall provide temporary and removable protection for installed Products and control activity in immediate work area to minimize damage.
- (c) Constructor shall not permit smoking on the Owner's property. The Constructor will post "NO SMOKING" signs and instruct all personnel.

### **2.3.5 Security**

- (a) The Constructor is responsible during the construction period for his own security measures. The Owner and the Architect will not be responsible for protection of materials and equipment from damage, theft, etc.
- (b) The Constructor in coordination with the Owner shall maintain free and unimpeded access to and egress from site at all times.
- (c) Access to construction area will be permitted only through designated approaches.
- (e) Temporary parking areas will be designated by the Owner.

End of Document

Ontario School District 8C  
195 SW Third Street  
Ontario, Oregon  
(541) 889-8374

**Contractors Affidavit of Payments of Debts and Claims**  
**(Progress Payment/Final Payment)**

PROJECT: Ontario Elementary School HVAC Upgrades

TO:

FROM:

PROGRESS DATE:

PROGRESS PAYMENT:

Upon receipt of the \_\_\_\_\_ the undersigned hereby waives and releases any and all claims for payment, including waiver of rights of lien and payment bond claims, for labor, materials furnished or work performed through \_\_\_\_\_ stated above in construction of the Ontario High School Addition/Remodel excepting any claims for monies withheld as retainage, if any, not yet due.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON       )  
                                  )SS.  
County of MALHEUR    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared the individual who signed the foregoing waiver, being known to me, and having acknowledged that he executed the foregoing instrument and that the execution was the voluntary act and deed of the above-named company. Further, if the company is a corporation, the said individual certified that he is an officer duly authorized to execute the same on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year in this certificate last above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## CONSENT OF SURETY to FINAL PAYMENT

To (Owner) :

Principal:

Obligee:

Surety:  
(Name, address)

Contract No.:

Contract Date:

Contract /Project Description:  
(Name, address)

In accordance with the provisions of the contract between the Obligee and the Principal described above, \_\_\_\_\_, as Surety (the "Surety"), on the Principal's bond number \_\_\_\_\_ (the "Bond") hereby consents to the final payment to the Principal by the Obligee and agrees that final payment to the Principal shall not relieve the Surety of any of its obligations as set forth in the Bond.

IN WITNESS WHEREOF, the Surety has hereunto set it hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
Attorney-in-Fact (seal)

## CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Oregon Code, the undersigned, being duly sworn, deposes and certifies that all taxes, excises, and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Oregon.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

By \_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public residing at

\_\_\_\_\_

### **Project Schedule**

Bidder hereby agrees develop a detailed construction schedule and present to the Owner for approval, prior to commencing work. Stipulations that must be factored within this construction schedule, include but are not limited to the following:

- All work must take place on non-student contact days (Specific dates can be determined by referencing the enclosed school calendar)
- The Ontario School District must be able to utilize the facilities for cooking and feeding students on all contact days.
- If unrealistic to conduct this work during the school year, due to lack of available access, this project may commence after the school year has completed on June, 1 2020. In which case, it must be completed prior to the commencement of the school year in the fall of 2020.

It is to be assumed; it will be required that work proceed on more than one activity at a time. **There will be periods during the construction when multiple crews and/or equipment may be present on the project to maintain the scheduled progress.** It is expected that this condition be planned for and the costs associated with this requirement be included in the bid amount.

**If a Bidder is not in a position to provide the resources necessary to maintain the scheduled progress of this project please do not bid.**

ATTACHMENT: 2019-20 School Calendars



# POSITIVE

## 2019-2020 CALENDAR

Staff Development Day/Teacher Work Days .....	August 12-13-14-15
First Day of School .....	August 16
First Day for Kindergarten.....	August 21
Labor Day (No School).....	September 2
Staff Development Day .....	October 4
Parent Teacher Conferences (Wednesday evening).....	October 9
Parent Teacher Conferences (Thursday-day/evening) (No School) .....	October 10
No School-Non Contract Day .....	October 11
End of First Trimester .....	November 7
Teacher Work Day (No School) .....	November 8
Veterans Day (No School).....	November 11
Thanksgiving Break (No School) .....	November 25-29
Winter Break (No School).....	December 23-January 3
Teacher Work Day (No School) .....	January 6
School Reconvenes.....	January 7
Martin Luther King Day (No School).....	January 20
President's Day (No School) .....	February 17
End of Second Trimester .....	February 27
Teacher Work Day (No School) .....	February 28
Spring Break (No School) .....	March 23-27
Staff Development Day (No School).....	April 3
Parent Teacher Conference (Wednesday evening).....	April 15
Parent Teacher Conferences (Thursday-day/evening) (No School).....	April 16
No School-Non Contract Day .....	April 17
Last Day for Seniors.....	May 21
Memorial Day (No School) .....	May 25
Graduation.....	May 27
End of Third Trimester .....	May 29
Last Day of School (Half Day).....	May 29
Teacher Work Day .....	June 1

1 hour late start will be every Wednesday



# ONTARIO SCHOOL DISTRICT 8C 2019-2020 SCHOOL CALENDAR

July 19				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
Class Days: _____				
Other: _____				

August 19				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
Class Days: 11				
Other: IS 2 W 2				

September 19				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
Class Days: 20				
Other: H 1				

October 19				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
Class Days: 22				
Other: IS 1				

November 19				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Class Days: 14 W 1				
Other: H 2 NC 4				

December 19				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Class Days: 15				
Other: NC 7 H 0				

January-20				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
Class Days: 18 NC 3				
Other: W 1 H 1				

February-20				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
Class Days: 18				
Other: NC 1 W 1				

March-20				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Class Days: 17				
Other: NC 5				

April-20				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Class Days: 21				
Other: IS 1				

May-20				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Class Days: 20				
Other: H 1				

June-20				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
Class Days: _____				
Other: W 1				

Teacher's Contract Begins: Aug 12				
Teacher's Contract Ends: June 1				
Total Teacher Days: 191				
End of 1st Trimester: Nov 7				
End of 2nd Trimester: Feb 27				

Date Instruction Begins: Aug 16				
Date Instruction Ends: May 29				
Total Student Days: 176				
End of 3rd Trimester: May 29				
1st T - 58 2nd T - 60 3rd T - 58				

IS - IN-SERVICE	
C - CONFERENCE DAYS	
N - NON-CONTRACT DAYS	
ER - EARLY RELEASE	
W - WORK	H - HOLIDAY

IS	H	W	SD	TD
2	1	2	31	36
1	2	1	51	55
0	1	2	53	56
1	1	1	41	44
4	5	6	176	191

TOTAL

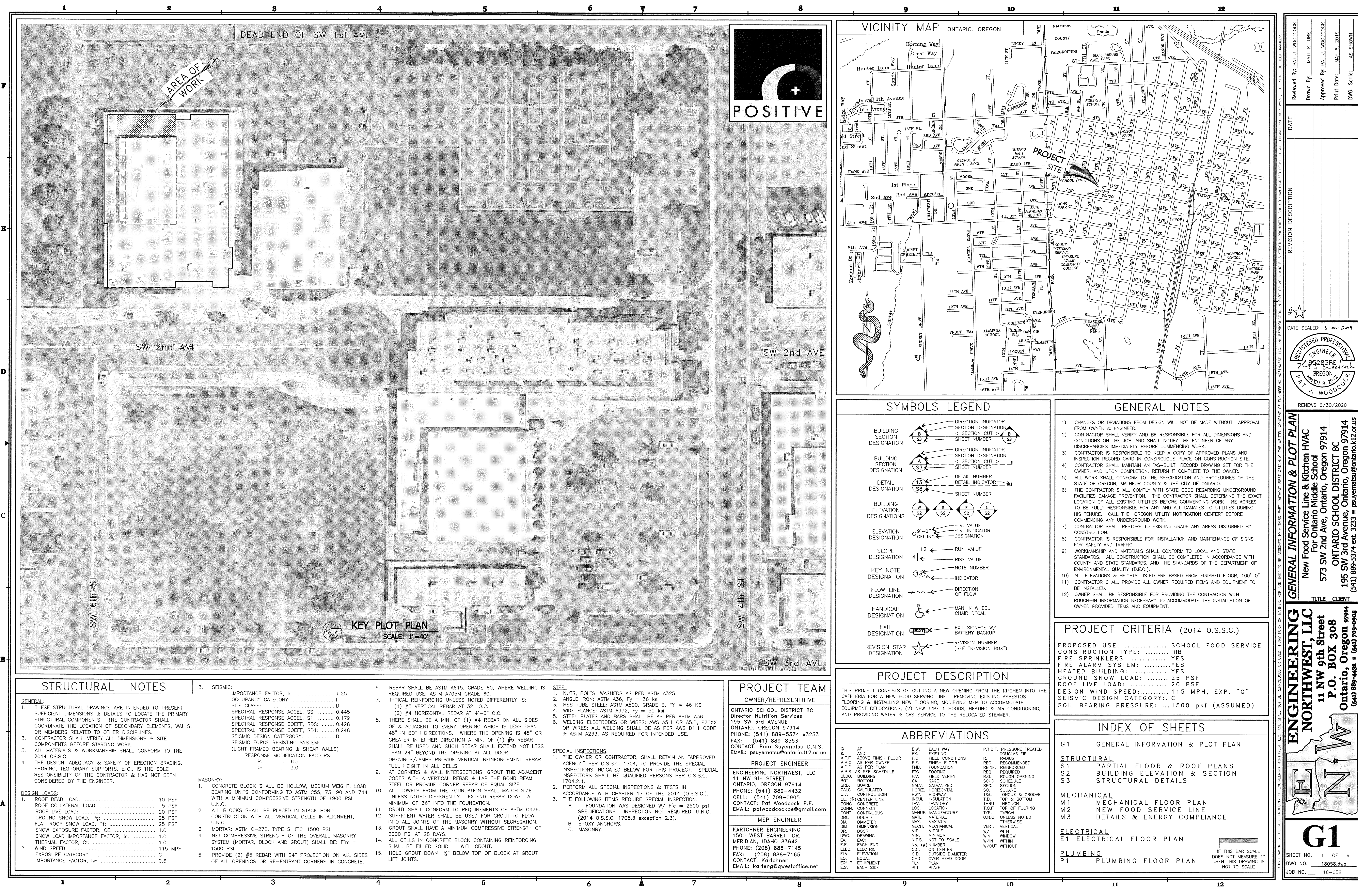
### **Responsible Bidder Determination Criteria**

All bidders will be checked against the list of contractors maintained by the Construction Contractors Board to determine if any contractor is currently unqualified to hold or participate in a public contract for a public improvement as determined under OR 701.227.

All bidders will be further vetted to determine if each bidder has met the standards of suitability. Additional documentation may be requested to determine if a bidder:

- has available, or can make available, the appropriate financial, material, equipment, facility and personnel resources necessary to meet all contractual responsibilities
- has a satisfactory record of performance
- has a satisfactory record of integrity
- is legally qualified to contract with the contracting agency
- has supplied all necessary information in connection with any inquiry to determine suitability





Reviewed By: PAT J. WOODCOCK  
Drawn By: MATT K. URE  
Approved By: PAT J. WOODCOCK  
Print Date: MAY 6, 2019  
DWG. Scale: AS SHOWN

DATE

REVISION DESCRIPTION

NO. 1

DATE SEALED: 5-06-2019

REGISTERED PROFESSIONAL ENGINEER  
P.J. WOODCOCK  
RENEWALS 6/30/2020

GENERAL INFORMATION & PLOT PLAN  
New Food Service Line & Kitchen HVAC  
For Ontario Middle School  
573 SW 2nd Ave, Ontario, Oregon 97914  
ONTARIO SCHOOL DISTRICT 8C  
195 SW 3rd Avenue, Ontario, Oregon 97914  
(541) 889-5374 ext. 3233 pswematsu@ontario.k12.or.us

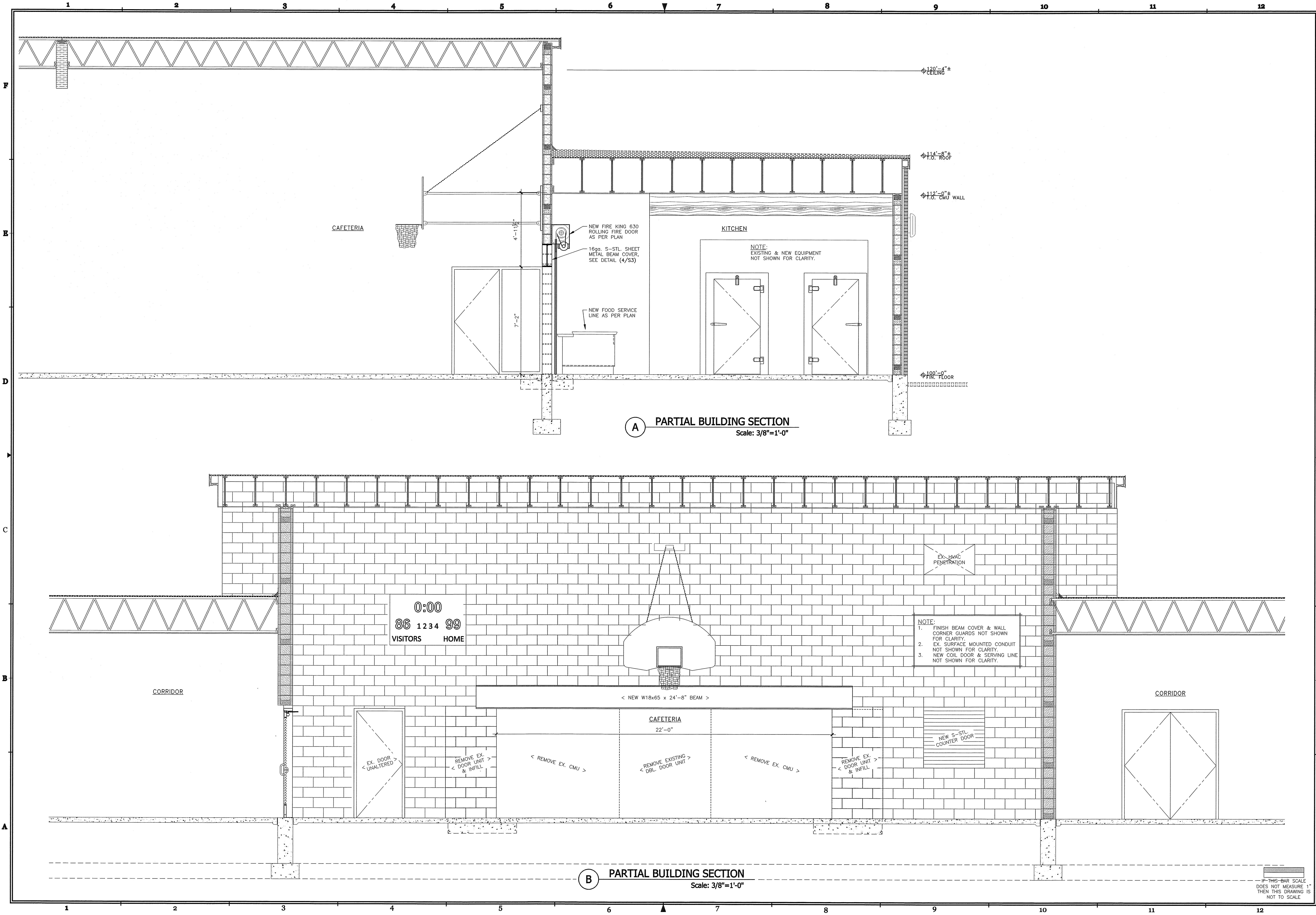
ENGINEERING NORTHWEST, LLC  
11 NW 9th Street  
P.O. BOX 308  
Ontario, Oregon 97914  
(541) 889-4433 • (541) 709-0905

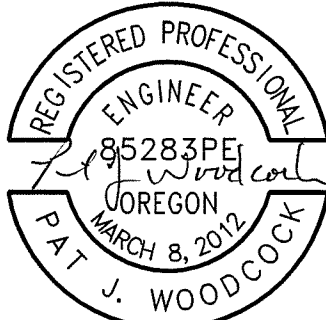
SHEET NO. 1 OF 9  
DWG NO. 18058.dwg  
JOB NO. 18-058



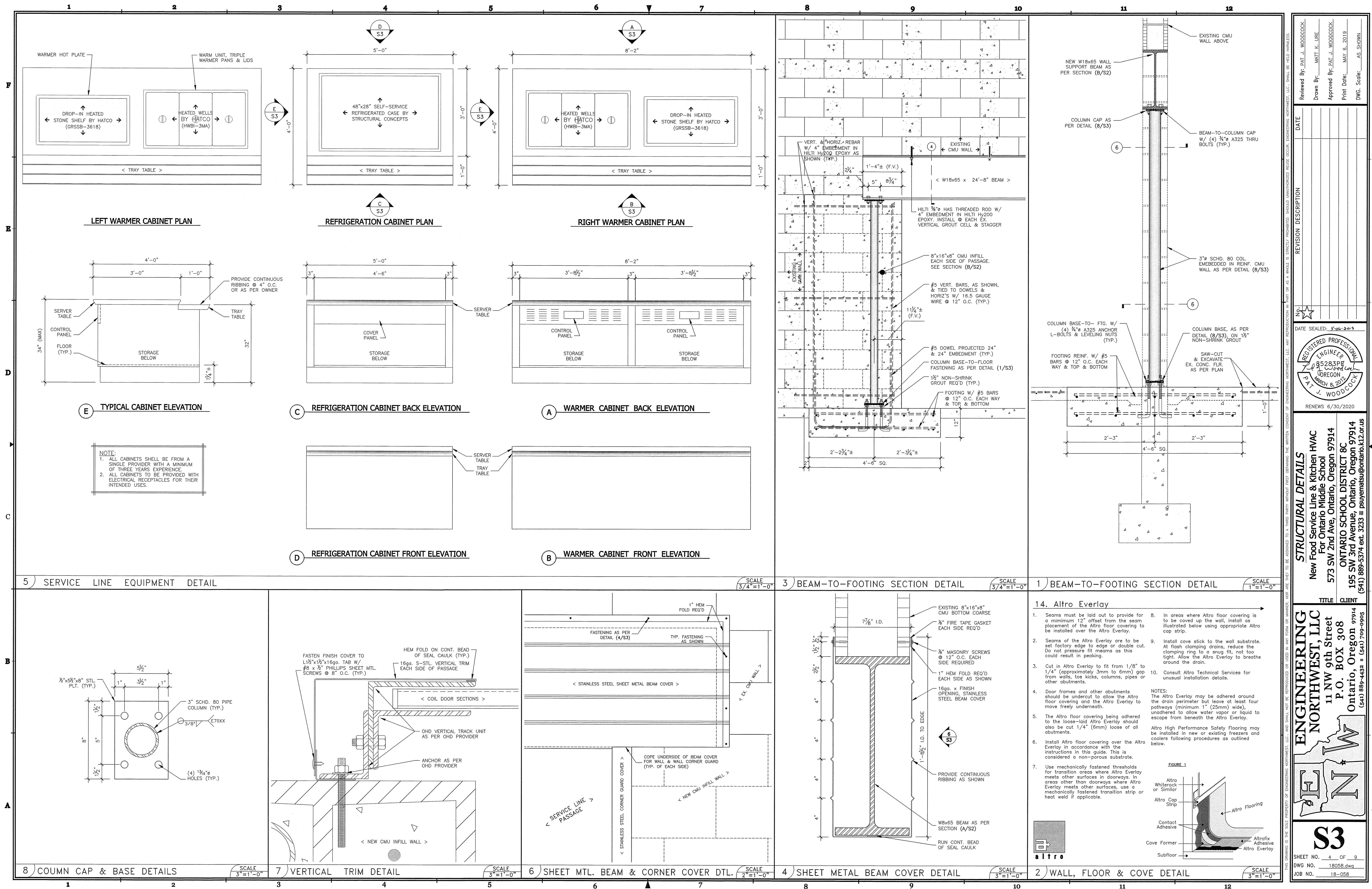


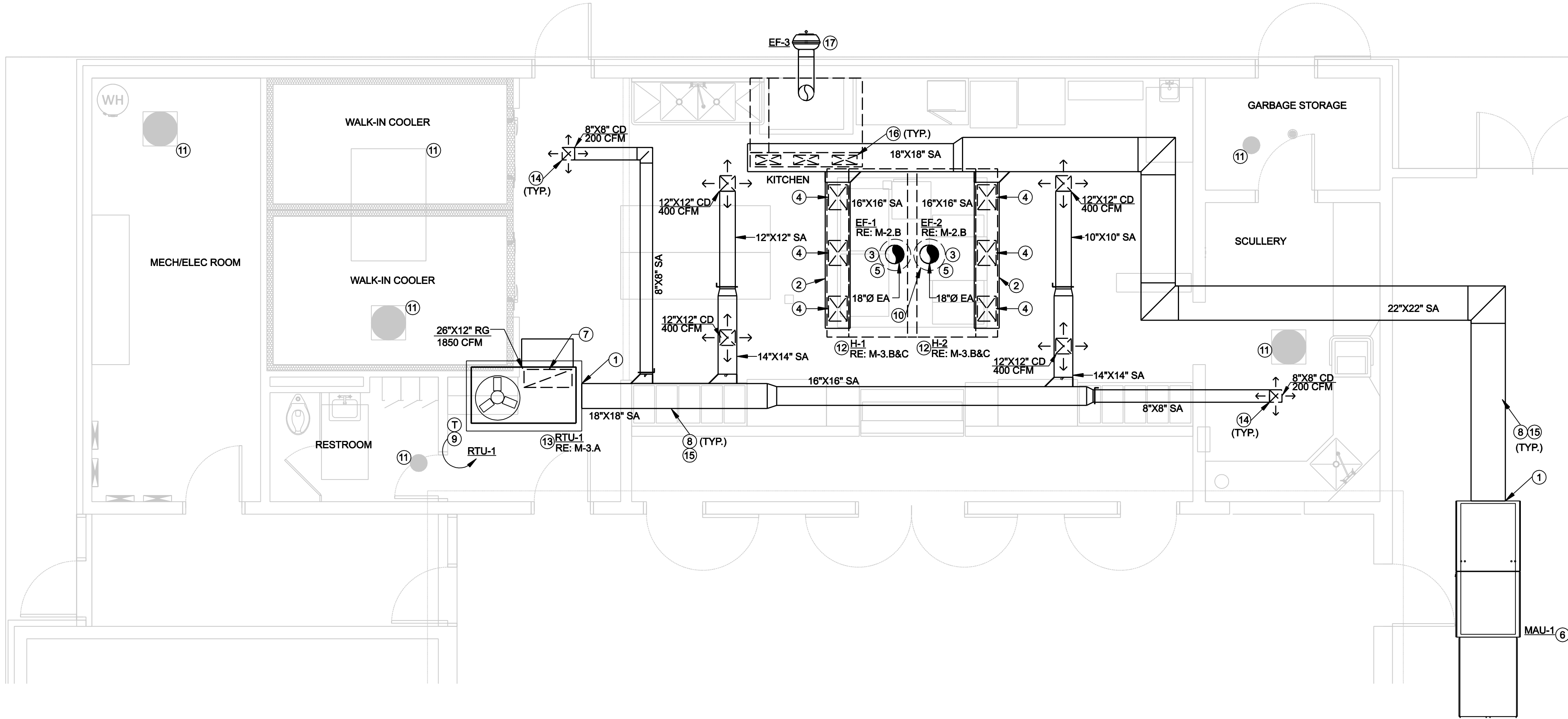




Reviewed By: PAT J. WOODCOCK	
Drawn By: MATT K. URE	Approved By: PAT J. WOODCOCK
Print Date: MAY 6, 2019	DWG. Scale: AS SHOWN
DATE	
REVISION DESCRIPTION	
NO. DATE SEAL: 5-06-2019	
	
RENEWS 6/30/2020	
<b>PARTIAL ELEVATION &amp; SECTION</b>	
New Food Service Line & Kitchen HVAC For Ontario Middle School 573 SW 2nd Ave, Ontario, Oregon 97914 ONTARIO SCHOOL DISTRICT 8C 195 SW 3rd Avenue, Ontario, Oregon 97914 (541) 889-5374 ext. 3233 = psuymatsu@ontario.k12.or.us	
<b>ENGINEERING NORTHWEST, LLC</b> 11 NW 9th Street P.O. BOX 308 Ontario, Oregon 97914 (541) 889-4432 = (541) 709-0905	<b>TITLE CLIENT</b>
<b>S2</b>	
SHEET NO. 3 OF 9	
DWG NO. 18058.dwg	
JOB NO. 18-058	







MECHANICAL FLOOR PLAN  
SCALE 1/4"=1' 0"

NOTE: ALL DUCTWORK AND EQUIPMENT SHOWN SHALL BE INSTALLED ON EXISTING ROOF OVER KITCHEN AREA. CONTRACTOR SHALL COORDINATE DUCTWORK ROUTING AND EQUIPMENT PLACEMENT WITH EXISTING CONDITIONS. CONTRACTOR SHALL VISIT SITE TO CONFIRM EXISTING CONDITIONS PRIOR TO SUBMITTING BID TO OWNER/GENERAL CONTRACTOR.

BUILDING AIR BALANCE SUMMARY

EF-1&2	-3200 CFM
EF-3	-1000 CFM
MAU-1	3410 CFM
RTU-1	400 CFM
<hr/>	
TOTAL	-390 CFM

GENERAL NOTES

- GENERAL NOTES, SYMBOLS LIST AND DETAILS ARE APPLICABLE TO ALL DRAWINGS
- DRAWINGS ARE DIAGRAMMATIC, THEREFORE DETERMINE EXACT LOCATIONS OF SYSTEMS AND COMPONENTS IN FIELD.
- COORDINATE WORK OF THIS SECTION WITH THAT OF OTHER SECTIONS.
- ADJUST ALL FAN RPM TO DELIVER CFM VALUES SHOWN AT ELEVATION WHERE INSTALLED. PROVIDE BALANCE REPORT TO ENGINEER.
- INSULATE PIPING AND DUCTWORK AS REQUIRED BY 2014 OREGON ENERGY EFFICIENCY SPECIALTY CODE. MINIMUM R-8 INSULATION ON ALL DUCTWORK IN UNCONDITIONED SPACES. SEE ENERGY COMPLIANCE STATEMENT.
- RUN DUCTS AND PIPING CONCEALED, UNLESS SPECIFIED OTHERWISE. ALL DUCTWORK SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO WALL AND UNDERSIDE OF BEAMS AND JOISTS.
- VERIFY AND PROVIDE DUCT TRANSITIONS TO FURNISHED EQUIPMENT. FIELD VERIFY AND COORDINATE ALL DIMENSIONS BEFORE FABRICATION.
- THE INSTALLATION OF THE MECHANICAL SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF THE 2014 OREGON STRUCTURAL SPECIALTY CODE, 2014 OREGON MECHANICAL SPECIALTY CODE AND 2014 OREGON FIRE CODE.
- SUPPORT ALL EQUIPMENT, PIPING AND DUCTWORK FROM BLDG STRUCTURE TO PROVIDE A VIBRATION FREE INSTALLATION.
- INTERNAL AIR FLOW DIMENSIONS ARE SHOWN FOR DUCTS. MECHANICAL CONTRACTOR SHALL INCREASE DUCT SIZE FOR LINER IF APPLICABLE.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW UNLESS STATED OTHERWISE.
- DIFFUSER SIZES SHOWN ARE NECK SIZES; REGISTER AND GRILLE SIZE ARE NOMINAL.
- THE INSIDE OF ALL UNLINED DUCTWORK VISIBLE THROUGH A GRILLE OR DIFFUSER SHALL BE PAINTED FLAT BLACK.
- PROVIDE HANGERS, CLAMPS, OFFSETS, EXPANSION JOINTS, ANCHORS AND GUIDES AS NECESSARY TO PREVENT STRESS ON PIPING.
- ALL SHEET METAL DUCTWORK SHALL BE IN ACCORDANCE WITH 'SMACNA' LVDSO AND THE LATEST EDITION OF THE 2014 OREGON MECHANICAL SPECIALTY CODE.
- SYSTEM TO COMPLY WITH 2014 OREGON ENERGY EFFICIENCY SPECIALTY CODE SEE COMCHECK FOR APPLICABLE DETAILS.
- CONTRACTOR SHALL PROVIDE AIR BALANCE REPORT TO ENGINEER FOR REVIEW

KEYED NOTES

- TRANSITION OFF UNIT INLET/OUTLET TO DUCT SIZES SHOWN.
- PROVIDE CUSTOM FACTORY MOUNTED ROOF CURB ASSEMBLY TO ALLOW FOR (3) ROOF PENETRATIONS WITHIN CONTINUOUS CURB.
- EXHAUST DUCT FROM HOOD. COORDINATE EXHAUST FAN LOCATION WITH EXISTING ROOF AND STRUCTURE. TRANSITION AS REQUIRED.
- DROP 16"x12" SUPPLY DUCT THROUGH ROOF CURB TO PLENUM COLLAR ON HOOD. TRANSITION AS REQUIRED.
- DASHED CIRCLE INDICATES LOCATION OF ROOF MOUNTED UPBLAST EXHAUST FAN.
- COORDINATE MAKE-UP AIR UNIT LOCATION WITH EXISTING STRUCTURE.
- DROP RETURN AIR SAME SIZE AS UNIT INLET TO RETURN AIR GRILLE SIZED SAME AS DUCTWORK.
- SUPPORT DUCTWORK ON ROOF PER LATEST SMACNA STANDARDS WITHIN PRE-MANUFACTURED DUCT ROOF SUPPORT SYSTEM. SYSTEM SHALL BE MIRO INDUSTRIES MODEL 8-DS OR EQUIVALENT. COORDINATE INSTALLATION WITH ROOFING AND GENERAL CONTRACTOR
- 7 DAY PROGRAMMABLE T-STAT W/ AUTO CHANGEOVER MOUNT 4'-0" ABOVE FINISHED FLOOR.
- COORDINATE ROOF REPAIR FROM REMOVAL OF EXISTING EXHAUST FAN WITH ROOFING CONTRACTOR AT THIS LOCATION.
- EXISTING ROOF EQUIPMENT TO REMAIN.
- NEW TYPE I HOOD AND ASSOCIATED EXHAUST FAN. SEE SCHEDULES FOR TECHNICAL INFORMATION.
- SET MIN. OSA ON UNIT TO 400 CFM.
- DROP DOWN THROUGH ROOF TO DIFFUSER/GRILLE AT THIS LOCATION. INSTALL ROOF CURB FOR DUCT PENETRATION. SEE DETAIL M-2.A.
- INSULATE ALL EXTERIOR DUTWORK WITH CLOSED CELL INSULATION. INSULATION SHALL PROVIDE A MINIMUM INSTALLE R-VALUE OF 8 OR GREATER. INSULATION SHALL BE MANUFACTURED BY K-FLEX OR EQUIVALENT.
- DROP 16"x6" SUPPLY DUCT THROUGH ROOF CURB TO PLENUM COLLAR ON HOOD. TRANSITION AS REQUIRED.
- CONTRACTOR HAS OPTION TO UTILIZE EXISTING GREASE EXHAUST FAN. COORDINATE WITH MANUFACTURER FOR ADDITIONAL COMPONENTS TO INTEGRATE INTO NEW HOOD EXHAUST SYSTEM. UTILIZE EXISTING CURB AND REPLACE EXISTING GREASE EXHAUST DUCT FOR NEW EXHAUST FAN. TRANSITION AS REQUIRED.

DEMOLITION NOTES

- CONTRACTOR SHALL REMOVE EXISTING KITCHEN HOODS AND ASSOCIATED DUCTWORK, CONTROLS, WIRING AND ROOF MOUNTED EQUIPMENT FOR INSTALLATION OF NEW HOOD AND KITCHEN EQUIPMENT. COORDINATE ALL WIRING DEMOLITION WITH ELECTRICAL CONTRACTOR.
- CONTRACTOR SHALL COORDINATE ALL ROOF REPAIR AND NEW EQUIPMENT INSTALLTION WITH OWNER'S ROOFING CONTRACTOR.

Drawn JUN	Checked JBY/PTK	Date 5/14/19	Scale AS SHOWN	Job No. 19-271
DATE				
REVISION DESCRIPTION				
No.	1	2	3	4
MECHANICAL FLOOR PLAN NEW FOOD SERVICE LINE FOR ONTARIO MIDDLE SCHOOL 573 SW 2ND AVE, ONTARIO, OREGON 97914 ONTARIO SCHOOL DISTRICT 8C 195 SW 3RD AVENUE, ONTARIO OREGON 97914 (541) 889-5374 EXT. 3233 - psuymatsu@ontario.k12.or.us				
TITLE CLIENT				
ENGINEERING NORTHWEST, LLC 372 SW 1st Avenue P.O. BOX 308 Ontario, Oregon 97914 (541) 889-4432 = (541) 709-0905				
M-1				











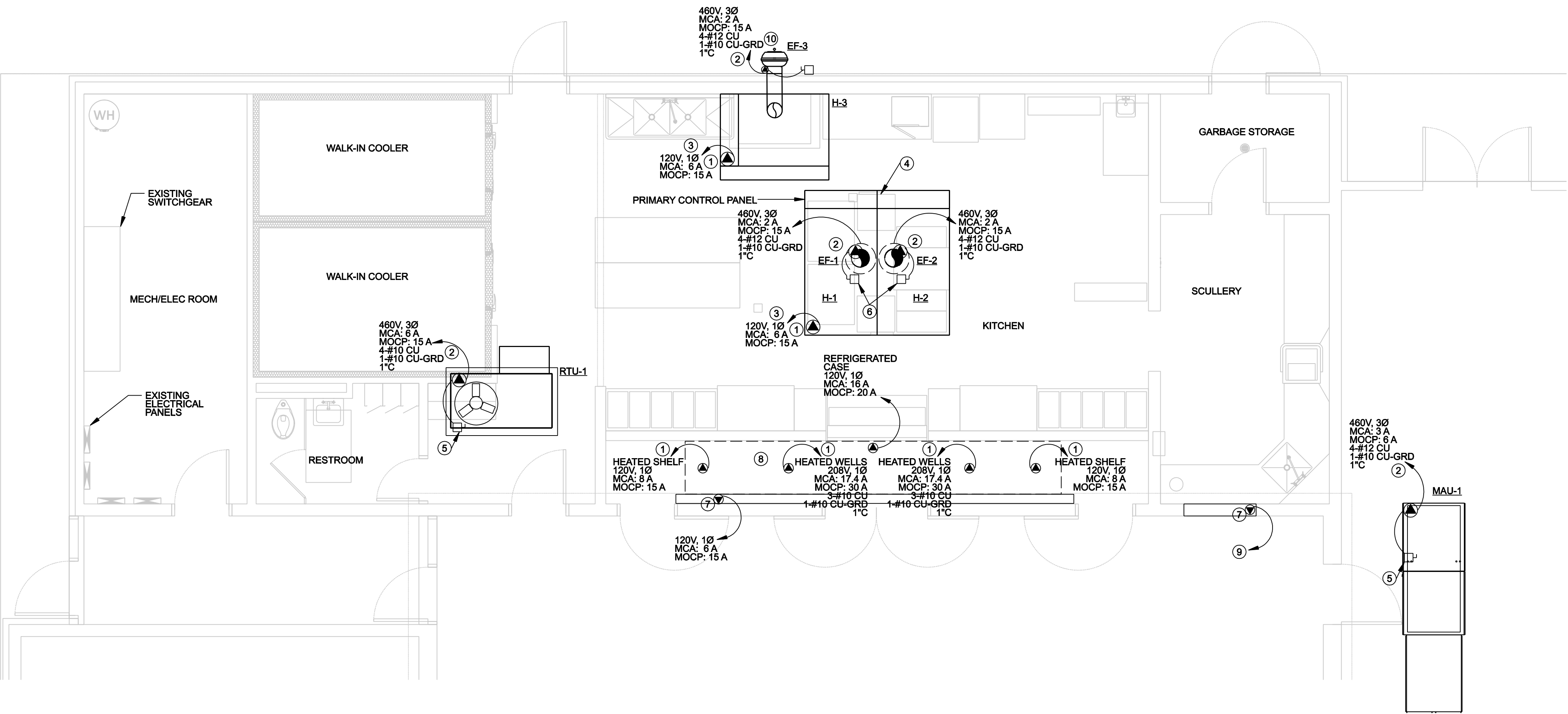
ELECTRICAL GENERAL NOTES

1. THE LATEST EDITION OF THE 2017 OREGON ELECTRICAL SPECIALTY CODE SHALL GOVERN ALL MATERIAL, EQUIPMENT AND ITS INSTALLATION. ALL MATERIAL, EQUIPMENT AND ITS INSTALLATION.
2. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ELECTRICAL MATERIAL, EQUIPMENT AND MATERIAL NOT SPECIFICALLY LISTED BY THE OWNER. WHEN COMPLETED, THE ELECTRICAL WORK SHALL BE THOROUGHLY TESTED, IDENTIFIED AND READY FOR OPERATION.
3. THE ELECTRICAL DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL CIRCUITS AND ARE DIAGRAMMATICALLY IN NATURE. THE ELECTRICAL CONTRACTOR SHALL ARRANGE THE RUNS BASED ON ECONOMY AND EASE OF INSTALLATION. ALL EXPOSED CONDUIT RUNS SHALL BE NEATLY STACKED, PROPERLY SUPPORTED AND RUN ONLY IN TRUE VERTICAL OR HORIZONTAL DIRECTIONS.
4. ALL BUILDING RACEWAYS AND CONDUCTORS SHALL BE RUN CONCEALED IN WALLS OR UNDER SLAB FOR THE OFFICE. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS OTHERWISE NOTED OR SHOWN ON DRAWINGS. ALL WIRE SHALL BE RUN IN ACCORDANCE WITH CODE IN INTERMEDIATE METAL CONDUIT (IMC) OR ELECTRICAL METALLIC TUBING (EMT) OR METAL CLAD (MC) CABLING UNLESS OTHERWISE SPECIFICALLY STATED. CONDUIT RUN UNDERGROUND SHALL BE SCHEDULE 40 PVC CONDUIT WITH GROUND WIRE AND IN ACCORDANCE WITH NEC ARTICLE 300.5 FOR BURIAL REQUIREMENTS. PVC CONDUIT SHALL NOT BE RUN IN OR ABOVE FLOOR SLAB. PVC CONDUIT SHALL TERMINATE BELOW FLOOR SLAB WITH RIGID THREADED METAL CONDUIT ADAPTER. CONDUIT ABOVE SLAB SHALL BE METAL CONDUIT.
5. ALL SUSPENDED CONDUIT SHALL BE RIGIDLY SUPPORTED WITH MALLEABLE IRON CLAMPS AT NOT MORE THAN FIVE FEET ON CENTER.
6. ALL POWER CONDUCTORS SHALL BE TYPE ( THWN OR XHHW NYLON JACKETED THERMOPLASTIC CABLE LABELED "MOISTURE AND HEAT RESISTANCE". ALL CONDUCTORS SHALL BE PROPERLY IDENTIFIED AND COLORED CODED. MINIMUM WIRE SIZE SHALL BE AWG # 12 FOR POWER AND AWG # 16 FOR CONTROL. ALL CONTROL WIRING SHALL BE STRANDED COPPER. SIZE CONDUCTORS AS REQUIRED BY LOADS AND TO LIMIT VOLTAGE DROP TO NOT MORE THAN 2%. USE OF STRANDED CONDUCTORS FOR SOME EQUIPMENT MAY BE REQUIRED. CONTRACTOR SHALL VERIFY REQUIREMENTS OF EQUIPMENT.
7. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL VERIFY THAT:
- A. ALL MOTORS ARE TURNING IN THE PROPER DIRECTION.
  - B. CONTINUITY OF CIRCUITS IS ESTABLISHED AND SHORT CIRCUITS DO NOT EXIST.
  - C. NO UNSPECIFIED GROUNDS EXIST.
  - D. THE RESISTANCE TO GROUND OF ALL NON-GROUNDED CIRCUITS IS WITHIN ADEQUATE LIMITS.
  - E. ALL WIRING IS CONNECTED IN ACCORDANCE TO APPLICABLE WIRING DIAGRAMS AND COLOR CODED.
  - F. ALL EQUIPMENT IS OPERATING PROPERLY.
  - G. ALL FUSES ARE PROPERLY SIZED.
  - H. THE RESISTANCE TO EARTH OF THE GROUND SYSTEM IS ADEQUATE.
8. PROVIDE A NYLON PULL LINE IN ALL TELEPHONE CONDUITS AND SPARE CONDUITS.
9. LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE ONLY. ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF ROUGH-IN WITH OTHER TRADES.
10. PAINT ALL EXTERIOR ELECTRICAL EQUIPMENT TO MATCH ADJACENT WALL, IF ALLOWED BY LOCAL UTILITY COMPANY.
11. ELECTRICIAN TO ACCOMMODATE ALL ELECTRICAL LIFE/SAFETY REQUIREMENTS FROM CONTRACTOR AND ARCHITECT.

ELECTRICAL LEGEND

- WALL BRACKET.
- ▢ 2X4 LUMINAIRE (SURFACE OR RECESSED) SEE LIGHT FIXTURE SCHEDULE.
- RECESSED ROUND LUMINAIRE (INCAND/FL/HID).
- ⊙ EXIT LUMINAIRE W/EMERGENCY ADJUSTABLE DUAL HEADS
- ▢ ELECTRICAL PANELBOARD (SURFACE OR FLUSH) SEE PANEL SCHEDULES.
- ⊙ EMERGENCY ADJUSTABLE DUAL HEAD LUMINAIRE.
- ▢ MAIN DISTRIBUTION PANEL "MDP"
- ▢ TELEPHONE TERMINAL BOARD, 4' X 8' X 3/4" FIR PLYWOOD BACKBOARD PAINT TO MATCH WALL FINISH.
- ⊙ MECHANICAL EQUIPMENT WITH IDENTIFICATION DESIGNATOR.
- § SINGLE POLE SWITCH.
- §3 THREE WAY SWITCH.
- §3P THREE POSITION SWITCH.
- §T TIMER SWITCH.
- §D DIMMER SWITCH (FD-FLUORESCENT)(ID-INCANDESCENT)
- §HP HORSEPOWER RATED SWITCH.
- §TR THERMAL RATED SWITCH
- ▶ TELEPHONE/DATA OUTLET 3/4" CONDUIT BACK TO T.T.BD
- ⊕ DOUBLE DUPLEX GROUNDING TYPE RECEPTACLES IN COMMON 2 GANG BOX
- ⊕ WP WEATHERPROOF DUPLEX GROUNDING RECEPTACLE.
- ⊕ GFCI GROUND-FAULT CIRCUIT INTERRUPTER, NEMA 5-20R.
- ⊕ FLOOR DUPLEX GROUNDING RECEPTACLE, NEMA 5-20R.
- ⊕ DIRECT CONNECTION OR SPECIAL OUTLET, VERIFY CONNECTION WITH EQUIPMENT SERVED.
- DISCONNECT SWITCH, FUSED AS REQUIRED BY EQUIPMENT MANUFACTURER. INSTALL IN ACCESSIBLE LOCATION ONLY. F=FUSED.
- ⊙ JUNCTION BOX.
- ⊕ PHOTOCELL - SEE SINGLE LINE DIAGRAM.
- ⊕ TIME CLOCK - SEE SINGLE LINE DIAGRAM
- ⊕ THERMOSTAT OUTLET, BY MECHANICAL. INSTALLED AND CONNECTED BY ELECTRICAL.
- ⊕ AQUA STAT
- ⊕ COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR
- ⊕ OCCUPANCY SENSOR. THESE AUTOMATIC CONTROL DEVICES SHALL BE INSTALLED TO AUTOMATICALLY TURN OFF LIGHTS WITHIN 30 MINUTES OF ALL OCCUPANTS LEAVING THE SPACE. SHALL EITHER BE MANUAL ON OR SHALL BE CONTROLLED TO AUTOMATICALLY TURN THE LIGHTING ON TO NOT MORE THAN 50 PERCENT POWER.

NOTE: ALL SYMBOLS SHOWN MAY NOT BE USED ON DRAWING.



ELECTRICAL POWER FLOOR PLAN  
SCALE 1/4"=1' 0"  
NOTE: ALL EQUIPMENT SHOWN IS ROOF MOUNTED.

KEYED NOTES

1. TO EXISTING 208Y/120V ELECTRICAL PANEL. CONTRACTOR TO VERIFY ELECTRICAL CAPACITY OF PANEL CAN ACCOMMODATE ADDITIONAL LOADS SHOWN ON PLAN.
2. TO EXISTING 480/277V ELECTRICAL PANEL. CONTRACTOR TO VERIFY ELECTRICAL CAPACITY OF PANEL CAN ACCOMMODATE ADDITIONAL LOADS SHOWN ON PLAN.
3. COORDINATE WITH MECHANICAL CONTRACTOR TO PROVIDE ADDITIONAL LIFE/SAFETY WIRING TO BUILDING FIRE ALARM SYSTEM.
4. RELOCATE AS REQUIRED EXISTING POWER FOR STEAMER APPLIANCE.
5. STARTER/DISCONNECT BY EQUIPMENT MANUFACTURER.
6. STARTER/DISCONNECT BY ELECTRICAL CONTRACTOR.
7. VERIFY ELECTRICAL REQUIREMENTS OF SERVING LINE FIRE DOOR.
8. LOCATION OF NEW FOOD SERVICE LINE. COORDINATE WITH ARCHITECT AND GENERAL CONTRACTOR FOR EQUIPMENT LOCATIONS.
9. COORDINATE WITH GENERAL CONTRACTOR TO PROVIDE POWER FOR TRAY RETURN DOOR AS REQUIRED.
10. CONTRACTOR TO COORDINATE ADDITIONAL POWER REQUIREMENTS WITH GENERAL AND MECHANICAL CONTRACTOR IF EXISTING EXHAUST FAN TO BE UTILIZED, PROVIDE ELECTRICAL DISCONNECT AS REQUIRED.

Kartchner  
Associates LLC

KB  
Beaucannon  
MEP consultants

1301 S Five Mile Rd. / Boise ID 83709  
Phone : 208-888-7145

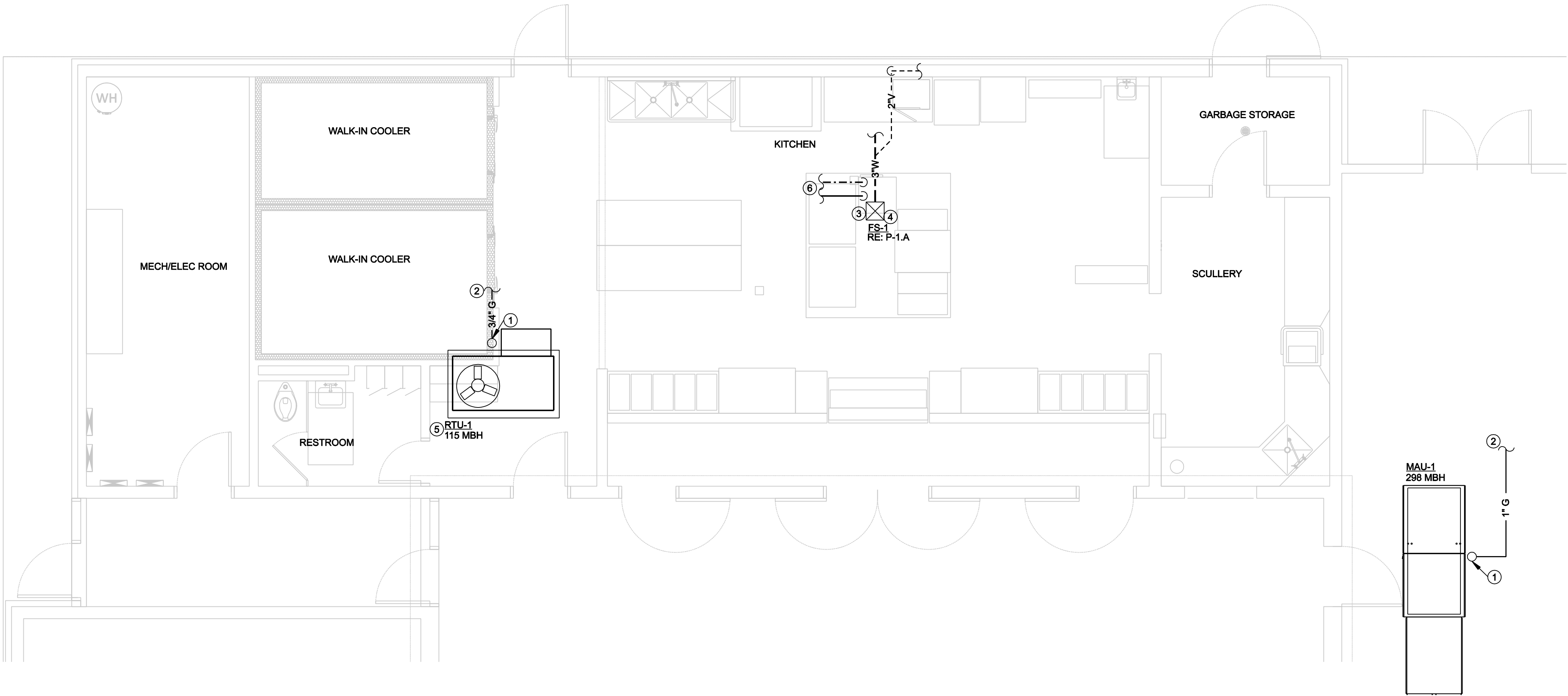
DATE	DATE	REVISION DESCRIPTION	DATE
5/14/19	5/14/19	1	
5/14/19	5/14/19	2	
5/14/19	5/14/19	3	
5/14/19	5/14/19	4	

REGISTERED PROFESSIONAL ENGINEER  
126959FE  
5-14-19  
OREGON  
JUNE 30, 2019  
RICHARD T. KARTCHNER

ELECTRICAL POWER FLOOR PLAN  
NEW FOOD SERVICE LINE  
FOR ONTARIO MIDDLE SCHOOL  
573 SW 2ND AVE, ONTARIO, OREGON 97914  
ONTARIO SCHOOL DISTRICT 8C  
195 SW 3RD AVENUE, ONTARIO OREGON 97914  
(541) 889-5374 EXT. 3233 - psuymatsu@ontario.k12.or.us

ENGINEERING  
NORTHWEST, LLC  
372 SW 1st Avenue  
P.O. BOX 308  
Ontario, Oregon 97914  
(541) 889-4432 = (541) 709-0905

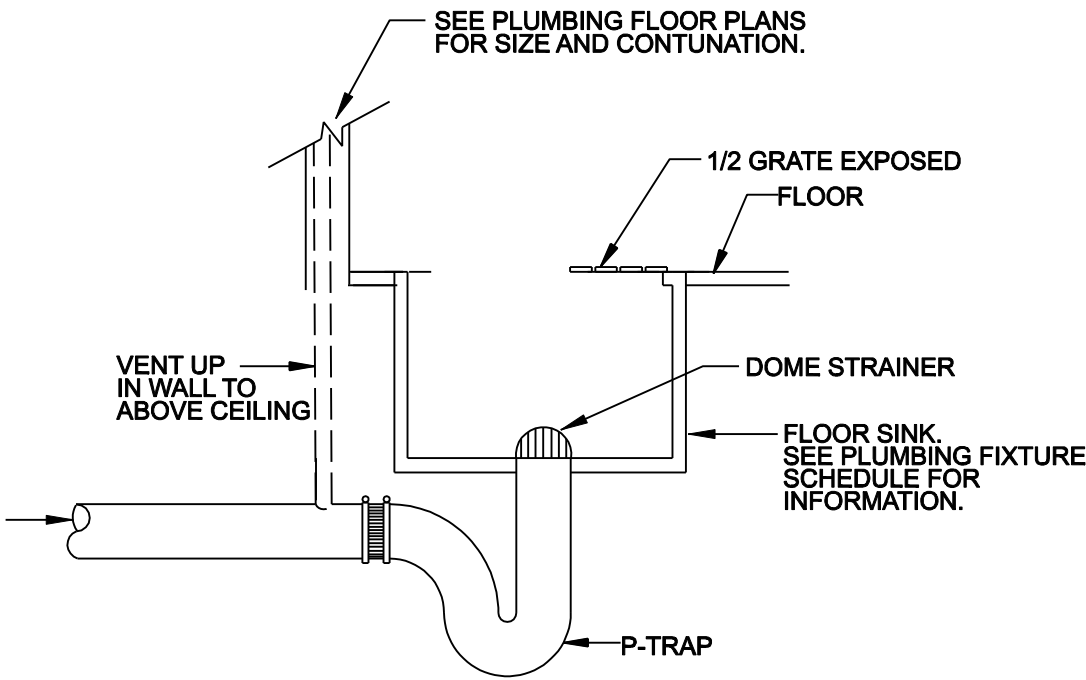
E-1



PLUMBING FLOOR PLAN  
SCALE 1/4"=1' 0"

PLUMBING FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURE & MODEL	TRIM & DETAIL REFERENCE	CONNECTIONS				NOTES
				HW	CW	W	V	
FS-1	FLOOR SINK	J.R. SMITH 3400 SERIES	RE: P-1.A	---	---	3"	2"	WITH 1/2" GRATE AND DOME STRAINER



FLOOR SINK DETAIL  
SCALE: NONE

GENERAL NOTES

- GENERAL NOTES, SYMBOLS LIST AND DETAILS ARE APPLICABLE TO ALL DRAWINGS.
- DRAWINGS ARE DIAGRAMMATIC, THEREFORE DETERMINE EXACT LOCATIONS OF SYSTEMS AND COMPONENTS IN FIELD.
- COORDINATE WORK OF THIS SECTION WITH THAT OF OTHER SECTIONS.
- PROVIDE HANGERS, CLAMPS, OFFSETS, EXPANSION JOINTS, ANCHORS AND GUIDES AS NECESSARY TO PREVENT STRESS ON PIPING.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH 2017 OREGON SPECIALTY PLUMBING CODE AND 2014 OREGON STRUCTURAL SPECIALTY CODE.
- PIPE SIZES INDICATED ON THE PLANS ARE MINIMUM. THE CONTRACTOR SHALL PROVIDE PIPE SIZES EQUAL TO OR GREATER THAN THE SPECIFIED SIZES. THE CONTRACTOR MAY INCREASE PIPE SIZES AS REQUIRED AT NO ADDITIONAL EXPENSE TO THE PROJECT.

PLUMBING LEGEND

SYMBOL OR ABBREVIATION	MEANING
---W---	SOIL OR WASTE BELOW GRADE
---W---	SOIL OR WASTE ABOVE GRADE
---V---	VENT
---R---	HOT WATER RECIRC
---C---	COLD WATER
---H---	HOT WATER
⊘	BALL VALVE
—G—	NATURAL GAS
—D—	DRAIN
—SW—	SOFTENED COLD WATER
C.O.T.G.	CLEAN OUT TO GRADE
VTR	VENT THRU ROOF
W.C.O.	WALL CLEANOUT
F.C.O.	FLOOR CLEANOUT
⊙	POINT OF CONNECTION FROM NEW SERVICE TO EXISTING / INVERT ELEVATION

ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWING

KEYED NOTES

- CONNECT TO NEW MECHANICAL EQUIPMENT WITH GAS PIPING AT THIS LOCATION. PROVIDE UNION, GAS COCK AND 6" DIRT LEG PRIOR TO CONNECTING TO EQUIPMENT.
- CONNECT TO EXISTING GAS PIPING AS REQUIRED. CONTRACTOR TO COORDINATE NEW GAS REQUIREMENTS WITH LOCAL UTILITY AND INCREASE METER CAPACITY IF REQUIRED TO MEET NEW REQUIREMENTS. PROJECT TO REQUIRE AN ADDITIONAL GAS SERVICE OF 413 MBH @ 4 OZ PRESSURE.
- INDIRECT WASTE FROM RELOCATED STEAMER TO FLOOR SINK AT THIS LOCATION.
- ROUGH-IN 2" WASTE AND 2" VENT FOR FLOOR SINK AT THIS LOCATION. CONTRACTOR TO LOCATE AND CONNECT TO EXISTING WASTE AND SAW-CUT AS REQUIRED. ROUTE 2" VENT TO EXISTING VENT HEADER OR NEW ROOF PENETRATION AS REQUIRED.
- ROUTE CONDENSATE FROM RTU TO NEAREST DRAIN. COORDINATE SIZE WITH EQUIPMENT SUPPLIED. COORDINATE ROUTING WITH EXISTING CONDITIONS. FILL P-TRAP WITH MINERAL OIL.
- RELOCATE AS REQUIRED WATER AND GAS SERVICE TO RELOCATED STEAMER APPLIANCE.

Kartchner Associates LLC

KB

Beaucannon

MEP consultants

1301 S Five Mile Rd. / Boise ID 83709  
Phone : 208-888-7145

Drawn  
JW

Checked  
JB/RTK

Date  
5/14/19

Scale  
AS SHOWN

Job No.  
19-121

DATE

REVISION DESCRIPTION

No. 1 2 3 4

REGISTERED PROFESSIONAL ENGINEER  
12695PE  
5-14-19  
OREGON  
JUNE 30, 2019  
HOWARD T. KARTCHNER

PLUMBING FLOOR PLAN  
NEW FOOD SERVICE LINE  
FOR ONTARIO MIDDLE SCHOOL  
573 SW 2ND AVE, ONTARIO, OREGON 97914  
ONTARIO SCHOOL DISTRICT 8C  
195 SW 3RD AVENUE, ONTARIO OREGON 97914  
(541) 889-5374 EXT. 3233 - psuymatsu@ontario.k12.or.us

TITLE CLIENT

ENGINEERING NORTHWEST, LLC  
372 SW 1st Avenue  
P.O. BOX 308  
Ontario, Oregon 97914  
(541) 889-4432 = (541) 709-0905

P-1

\\19-27 P-1 PLUMBING FLOOR PLAN. 5/15/2019 9:12:56 AM