



Grant School District No. 3

01/17/2024 – 7:00PM

Board Meeting Packet
Addendum 1 of 2

Section: 6.4.3.1 | 138 Pages

Capitol | Construction Project Supplements

CONSTRUCTION SERVICES AGREEMENT

CONST 1/27

This Construction Services Agreement (this "Agreement") is made and entered into effective January 18, 2024 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820, and Alpine Abatement Associates, Inc. ("Contractor"), an Oregon business corporation, whose address is 2241 S 1st Street STE A, Redmond, OR 97756.

RECITALS:

A. Contractor is a licensed Oregon abatement and remediation contractor engaged in the business of providing labor, materials, equipment, supplies, and related abatement and remediation services on a contract basis. Contractor's Oregon CCB License No. is 65094 and Contractor's telephone number is (541) 388-2672.

B. Owner desires to perform certain asbestos abatement and remediation work on or about that certain real property associated with Grant Union Jr./Sr. High School located at 911 S Canyon Blvd, John Day, OR 97845 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain abatement and remediation services concerning or related to the Property.

C. On or around December 6, 2023, Owner published an Invitation for Quote (RFQ-2023-03-ASB) enclosed in Exhibit A.1 and Owner updated RFQ-2023-03-ASB with a mandatory addendum (Addendum No. 1) on or around December 22, 2023, enclosed in Exhibit A.2 (collectively, the "Work"). All specifications, terms and conditions contained in the Invitation for Quote shall be and Addendum No. 1 are incorporated by reference and made a part of this Agreement.

D. Contractor attended the mandatory pre-bid meeting on December 20, 2023, and submitted the lowest responsive and responsible quote on January 3, 2024 for the Work. Contractor's bid totaled \$48,868. Owner submitted a Notice of Intent to Award (the "Notice") to Contractor on or around January 3, 2024. Contractor's bid is enclosed as Exhibit B.1 and the Notice as Exhibit B.2.

D. This Project may be partially funded with State funds from the Oregon Business Development Department Brownfields Remediation Fund and is therefore subject to State laws and regulations including the provisions of ORS 279C.800 through 279C.875, relative to Prevailing Wage Rates, included with the Public Contracting Provisions in Exhibit C.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following abatement and remediation and related services for and on behalf of Owner concerning or related to the Property: (a) asbestos abatement, remediation, demolition (and all related work) for the Project as described on the attached Exhibit A.1 and Exhibit A.2; and (b) all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor shall commence performance of the Work on or after March 22, 2024. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than April 7, 2024 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or

“Completed” means when Contractor completes the Work set forth in Exhibit A, Owner’s abatement specialist (Paulsen Environmental) has tested and verified the asbestos has been fully abated and remediated, and Owner has accepted the Work as complete. Completion of the Work and the date thereof shall be documented in writing and signed by both parties.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor’s timely completion of the Work in accordance with this Agreement, Owner will pay Contractor 95% of the total invoice within 30 days of notification that final air sampling results met the requirement of the bid specifications. The owner shall withhold 5% for an additional 30 days to guarantee satisfaction. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Owner’s performance of its obligations under this Agreement is conditioned on Contractor’s performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor’s cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work except Asbestos Testing (Owner will obtain, coordinate and pay for all testing related needs); (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, Asbestos-Containing Materials (ACM), sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor’s Representative(s) (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor’s business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term “Contractor’s Representative(s)” means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation; Force Majeure. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions. However, if and to the extent that a party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or

indirectly by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workarounds plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

3. INSURANCE; INDEMNIFICATION; EVIDENCE OF LICENSE; DEQ REPORTING

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Property with limits of no less than \$1,000,000.00 per occurrence, \$5,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representative(s) as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's written demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

3.3 Evidence of License. Quoters must be licensed by the State of Oregon Department of Environmental Quality for the purpose of removal, encapsulation, enclosure, demolition and maintenance of structures or components covered by or composed of ACM per OAR 340-33-000 through 100. Copies of documents shall be submitted upon award of this Agreement.

3.4 DEQ Reporting and Filing Fees. Contractor shall furnish copies of the "Notice of Intent to Remove or Encapsulate Asbestos" submitted to Oregon DEQ and pay all associated filing fees as noticed in Exhibit A.1.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations under this Agreement as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work, such act(s) or omission(s) will constitute a default by Contractor under this Agreement. If Owner believes Contractor is in default under this Section 4.1, it must notify Contractor in writing specifying the basis of the alleged default. If Contractor does not then cure the default to Owner's satisfaction within 96 hours, Owner may elect to terminate this Agreement by providing written notice to Contractor.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. OWNER REP; SITE ACCESS

5.1 Owner Representative. Owner will provide a single person point of contact that will be available at all times and who is authorized by Owner to make on-site decisions during the Work.

5.3 Site Access. Due to the necessity of after-hours, weekend and/or holiday schedules, Owner will provide necessary access to Contractor to perform the Work, including, but not limited to, keys and alarm codes. These items will be promptly returned on the Completion Date. Owner shall also provide Contractor with a dedicated laydown area of a size and location suitable to Contractor for the duration of the performance of the Work under this Agreement.

6. MISCELLANEOUS

6.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other

address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

6.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Grant County, Oregon, in accordance with ORS 36.400-36.740, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

6.5 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Alpine Abatement Associates, Inc.
an Oregon business corporation

By: Mark Witty, Superintendent

By:

Exhibit A.1
RFQ-2023-03-ASB

[Enclosed]

GRANT SCHOOL DISTRICT 3 - GUHS LIBRARY
PRE-RENOVATION ASBESTOS REMOVAL
Call for Quotes

Quotes will be accepted by Nick Green, Catalyst Public Policy Advisors, LLC, until 3:00 p.m., Local Time, Wednesday, January 3, 2024 for asbestos removal and targeted demolition. Email transmitted Quotes shall be accepted at nick@catalyst.win. Nick Green telephone is 541-620-2809.

Quotes shall be publicly opened at this time in the School District office boardroom, 401 N. Canyon City Boulevard, Canyon City, OR, and shall be read aloud and recorded. All interested persons are invited to attend. Quotes received after the date and time affixed will not be considered.

The Grant School District 3 reserves the right to reject all quotes and to waive informalities. Any quote may be rejected for not complying with all prescribed public bidding procedures and requirements.

The work is to be performed under one contract which will include all work required to complete the project.

A Quote will not be considered unless it contains a statement that the provisions of ORS 279.350 Prevailing Wage, shall be complied with.

Prevailing wage rates which are in effect September 2023 to be required on this project.

A Quote will not be considered unless it contains a statement as to whether the bidder is a resident bidder as defined in ORS 279.029.

Contractors must be licensed as required by ORS 468.883 & 468A.720.

A mandatory pre-quote meeting shall be held on *December 20, 2023*, 11:00 am, local time, at GUHS Library SE exterior entrance, 911 S. Canyon Boulevard, John Day, OR.

This project involves the removal of approximately: 1,800 sq. ft. of drywall and asbestos containing (AC) texture, 40 sq. ft. of AC covebase and AC mastic, 200 sq. ft. of AC floor tile, 3,500 sq. ft. of AC floor tile mastic, 2,800 sq. ft. of AC 24" x 48" suspended ceiling tile and grid; removal of approximately 3,500 sq. ft. of carpet, 2,900 sq. ft. of 12" x 12" ceiling tile, 2,800 sq. ft. of plasterboard ceiling.

QUOTE

Quote Page 1

Quoter's Employer ID or Social Security Number: _____

To: Board of Directors Date: _____

The undersigned proposes to furnish in the time specified the services described in the specifications of this Quote.

As explained in paragraph 2-26, in Part 2, the Quoter must provide resident/non-resident bidder information. In order for the Board to determine whether a Quoter is a resident/non-resident bidder, the following definitions apply: a "resident" bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the bidder is a "resident" bidder pursuant to this definition. A "non-resident" bidder is one who is not a "resident" as previously defined.

The undersigned certifies by initialing the appropriate line below whether the Quoter is a resident/non-resident bidder:

Bidder is resident _____

Bidder is non-resident _____

Non-resident bidder is a resident of _____

As explained in paragraph 2-27, the bidder must check one:

_____"Foreign" Bidder

____Oregon (Domiciled or Registered Bidder)

Total Quote \$ _____

_____dollars

PART 1 GENERAL INFORMATION

PART 2 BIDDING INFORMATION

PART 3 DEFINITIONS

PART 4 SCOPE OF WORK

PART 5 DESCRIPTION OF WORK

PART 6 MATERIALS

PART 7 EXECUTION

PART 8 PERSONNEL PROTECTION

PART 9 REMOVAL

PART 10 TRAINING

1 GENERAL INFORMATION

- 1-1 These are the asbestos abatement and demolition specifications for
GUHS Library
- Grant School District 3
401 N Canyon City Boulevard
Canyon City, Oregon 97820
- 1-2 Project Manager is Nick Green, (541) 620-2809
Consultant is Steven M. Paulsen, (541) 473-2243
- 1-3 These specifications cover the removal of asbestos containing (AC) texture and
wallboard, AC floor tile, AC mastic, AC ceiling tile and grid, AC covebase and mastic, ceiling
tile, plasterboard, carpet from the GUHS Library.
- 1-4 A Quote for completion of all work described in these specifications is required for
the project.
- 1-5 Grant School District, District, School District, building owner, or "owners" means
Grant School District 3, Grant County, John Day, Oregon.
- 1-6 "Person" means either a natural or artificial person and includes individuals,
partnerships, corporations and other associations.
- 1-7 "Specifications" means the directions, requirements, explanations, terms and
provisions pertaining to the various features of the work, the manner and method of bidding for
the work, the manner and method of performance of the work, and the manner and method of
payment; all as they appear in the contract documents.
- 1-8 Items required as part of the Quote Submittal package:
- A. Bid Page(s)
 - B. Signature Sheet.

2 BIDDING INFORMATION

2-1 There will be a mandatory pre-quote meeting at the GUHS Library SE exterior door. 911 S. Canyon Boulevard, John Day, OR 97845 Wednesday, December 20, 2023 at 11:00 am local time.

2-2 By submitting a Quote, the Contractor acknowledges that he has investigated and satisfied himself as to; a) the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and material, access to water, electric or other utilities or otherwise affect performance of required activities; b) the character and quantity of all surface and subsurface material or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Building Owner or a designated consultant, as well as information presented in drawings and specifications included with this contract. Any failure by the contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Building Owner is not responsible for any conclusions or interpretations made by the contractor on the basis of the information made available by the Building Owner.

2-3 The Grant School District 3 requires that this project be started after March 21, 2024 and completed prior to April 8, 2024 in a contiguous work period with 10 days notice to the Owner and Paulsen Environmental Consulting, Inc.

2-4 The successful Quoter shall submit an invoice in triplicate at the completion of the project.

2-5 95% of the total invoice shall be due within 30 days of notification that final air sampling results met the requirement of the bid specifications. The owner shall withhold 5% for an additional 30 days to guarantee satisfaction.

2-6 Quotes shall be submitted on the forms provided or a facsimile of the forms provided.

2-7 The Quote signature sheet of these specifications shall be signed with ink or indelible pencil as follows:

a) In the case of an individual quoter, by such individual quoter.

b) In the case of a partnership, the name of the partnership must appear on such bid signature sheet, and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated on such quote signature sheet.

c) In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer, and there shall be set forth under the signature of such officer, the name of the office he holds, or the capacity in which he acts for such corporation.

2-8 Quoters may be emailed to Nick Green at nick@catalyst.win. All Quotes shall be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes shall be crossed out and corrections typewritten in ink adjacent thereto and initialed in ink by the party signing the Quote. All Quotes shall be on the form provided by the owner or they may be rejected by the. It shall be the Quoter's responsibility to ensure that the bid is delivered to the Engineer's office before the time and date set for the Quote closing, and the owner will not be responsible for Quotes delivered to any location other than specified.

2-9 Insurance requirements - The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

2-10 Quoters shall submit proof of coverage under the Workman's Compensation Insurance system of the State of Oregon or other similar benefit acts upon award.

2-11 Quoters shall submit a certificate of general liability insurance for bodily injury and property damage and shall be asbestos specific upon award. This certificate shall name the building owner as additional insured and shall allow for a ten day notice of cancellation. Minimum acceptable coverage is:

\$ 5,000,000 Combined Single Limit for Bodily injury and Property Damage or
\$ 1,000,000 Bodily Injury and \$ 1,000,000 Property Damage (each occurrence)

2-12 Quoters must certify that they are licensed contractors and registered with the Construction Contractors Board. The Quoter must further certify that all subcontractors will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 upon award.

2-13 Quoters must be licensed by the State of Oregon Department of Environmental Quality for the purpose of removal, encapsulation, enclosure, demolition and maintenance of structures or components covered by or composed of asbestos-containing material per OAR 340-33-000 through 100. Copies of documents shall be submitted upon award.

2-14 In determining the lowest Quoter, the owner will, for the purpose of awarding the contact, add a percent increase on the quote of a non-resident quoter equal to the percent, if any, of the preference given to that quoter in the state in which the quoter resides. The quoter must provide the resident/non-resident quoter information on the quote page or the quote will be rejected as non-responsive.

2-15 A foreign contractor is a quoter who is not domiciled in or registered to do business in the State of Oregon. Each quoter shall certify on the quoter page, at the provided location, whether or not the quoter is a foreign contractor. If a contract which is in excess of \$10,000.00 is awarded to a quoter who is a foreign contractor, such quoter shall promptly submit to the Oregon Department of Revenue information which the Department may require. Final payment on the contract shall not be made by the owner until the owner satisfies itself that such information was submitted to the Department.

The form to be submitted to the Department may be obtained by:

Telephone: (503) 378-3745 or
Writing: Oregon Department of Revenue
955 Center Street N.E.
Salem, Oregon 97310

2-16 Award will be made to the lowest responsive and responsible Quoter.

2-17 The owner reserves the right to waive any irregularity not affecting substantial rights.

2-18 The owner reserves the right to determine if any equipment, article, or material complies substantially in quality and performance with the specification, is acceptable to the owner, and if any variance listed in the quote is material or immaterial.

2-19 All specifications, terms and conditions contained in the Invitation for Quote shall be incorporated by reference and made a part of a contract awarded to the successful quoter.

2-20 Any contract between the owner and a quoter shall be entered into within the State of Oregon and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by the Grant School District 3.

2-21 There can be no assignment or transfer of any interest in any contract between the owner and a quoter without the prior written approval of the owner.

2-22 A performance bond is not required.

2-23 The successful quoter agrees to protect, defend and hold harmless the owner and any Representative, Consultant or Agent against any demand for payment for wrongful or unauthorized use of any patented or copyrighted material, process, article or device that may enter into manufacture, construction or form a part of the work covered by the contract.

2-24 When special conditions are written in the specifications, these special conditions shall supercede any conditions which are listed under Sections 5-10.

2-25 DEQ required forms titled "Notice of Intent to Remove or Encapsulate Asbestos" and the proper fees will be submitted by the successful quoter. The contractor shall furnish copies of the forms to the owner. The successful quoter shall include in his quote the cost for all additional permits and licenses which may be required to perform this contract.

2-26 It is probable that the owner will need Safety Data Sheets (SDS's) and labels for certain products defined as hazardous chemicals by the State of Oregon. However, the responsibility for determining that a chemical product requires an SDS and labeling resides with the manufacturer, the importer and/or the distributor. This SDS is required only with the initial shipment of a given product, and with the initial shipment of a product for which there has been a change in the SDS.

Need for these requirements has been determined by the State of Oregon workers Compensation Department and published by them as Oregon Administrative Rules 437, Division 155, HAZARD COMMUNICATION, which are identified and hereby made part of this specification by reference. This document is available from:

Hazard Communication Coordinator
Accident Prevention Division
State of Oregon
Room #204 Labor and Industries Building
Salem, Oregon 97310
Phone: (503) 378-3272

or from any local Accident Prevention Division office.

2-27 The successful Quoter shall:

- a) Make payment promptly, as due to all persons supplying to such quoter labor and material for the prosecution of the work provided for in the contract with the owner. If the quoter fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the quoter or a subcontractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due, or to become due, the bidder by reason of such contract. The payment of a claim in the manner described shall not relieve the quoter or the quoter's surety from obligation with respect to any unpaid claims.
- b) Pay all contributions or amounts due the Industrial Accident Fund from such quoter incurred in the performance of the contract.
- c) Not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

e) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such quoter, of all sums which the quoter agrees to pay for such services and all monies and sums which the quoter collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

f) Ensure that the contractor, it's subcontractors, if any, and all employers working under this project agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject employees.

2-28 No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of ten hours a day and for work performed on Saturday and on any legal holiday as specified in ORS 279.334.

2-29 The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works 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. This shall be in effect for contracts which meet or exceed \$ 75,000.

2-30 The successful quoter shall indemnify, hold harmless, and defend the owner from any and all liabilities, settlement, losses, penalties, costs, expenses, attorney fees (including claim based upon or allegedly based upon) resulting from or allegedly resulting from the successful quoter's negligence, omissions, activities or services provided pursuant to a contract awarded to such quoter.

2-31 In the event that the successful quoter fails to perform under a contract awarded, the successful quoter shall be liable for all costs and damages incurred by the owner in procuring and obtaining any similar equipment, article, material or service from other providers, and the additional costs of any contract awarded due to the successful quoter's failure to perform. Termination by the owner shall not affect any right, obligation or liability of the successful quoter which accrued before such termination. In addition to the right to terminate due to the successful quoter's failure to perform, the owner reserves all its rights and remedies at law and in equity available due to the failure to perform.

2-32 In the event that the successful quoter breaches a term or condition of a contract awarded, the owner may terminate the contract. In addition to the right to terminate due to the successful quoter's breach, and all other rights and remedies contained in other provisions, the owner reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the successful quoter of any damages, costs, expenses and attorney fees (including attorney fees on appeal) arising out, or as a result, of the breach.

2-33 An offer to modify the quote which is received from the successful quoter after award of contract which makes the terms of the quote more favorable or advantageous to the owner will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing on company letterhead, signed by an authorized officer.

2-34 The successful quoter agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex, age or marital status with regard to, but not limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training, and rendition or services.

2-35 The Contractor shall make certification to the owner that said Contractor is in compliance with the Oregon Tax Laws in accordance with ORS 305.385.

2-36 Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document as required by ORS 279.555.

2-37 If the Owner permits the Contractor to use any of the Owner's equipment, tools or facilities, such use will be gratuitous and the Contractor shall release the Owner from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities irrespective of the condition thereof or any negligence on the part of the Owner in permitting their use.

2-40 The Building Owner reserves the right to reject quotes for any reason that serves the best interest of the Building Owner or building occupant. The Building Owner also reserves the right to waive any technicality or irregularity in a quote. Failure to submit requested information/documentation may result in automatic disqualification of quote proposal.

3 DEFINITIONS

- 3-1 Abatement - Procedures to control fiber release from asbestos containing material. Includes removal, encapsulation, enclosure, repair, demolition, and renovation activities.
- 3-2 ACGIA - American Conference of Governmental Industrial Hygienists.
- 3-3 AIHA - American Industrial Hygiene Association.
- 3-4 Airlock - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, there-by preventing flow-through contamination.
- 3-5 Air Monitoring - The process of measuring the fiber content of a known volume of air collected during a specific period of time.
- 3-6 Air Sampling Professional - The professional contracted or employed by the Building Owner to conduct air monitoring and analysis schemes.
- 3-7 Amended Water - Water to which a surfactant has been added.
- 3-8 ANSI - American National Standards Institute.
- 3-9 ACM - Asbestos containing material, composed of asbestos of any type and in an amount greater than 1% by weight.
- 3-10 Asbestos Project Manager (Competent Person) - An individual qualified by virtue of experience and education, designated as the contractors representative and responsible for overseeing the abatement project.
- 3-11 ASTM - American Society For Testing and Materials.
1916 Race Street
Philadelphia, PA 19103
- 3-12 Authorized Visitor - The Building Owner and any representative of a regulatory or other agency having jurisdiction over the project.
- 3-13 Building Owner - The Owner or authorized representative.
- 3-14 Certified Industrial Hygienist (CIH) - An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

- 3-15 Clean Room - An uncontaminated area or room which is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective clothing.
- 3-16 Contractor - The individual and/or business with which the Building Owner arranged to perform the asbestos abatement.
- 3-17 Curtained Doorway - A device to allow ingress or egress from one room to another while permitting minimal air movement between rooms, typically by placing two overlapping sheets of plastic over a temporarily framed doorway (Z-Door) or by cutting an I shaped slot with an overhanging sheet on the leeward side.
- 3-18 Decontamination Enclosure System - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers and equipment.
- 3-19 Demolition - The wrecking or taking out of any load-bearing structural member of a facility.
- 3-20 Encapsulant - A liquid material which can be applied to ACM which controls the possible release of asbestos fibers either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding it's components together (penetrating encapsulant).
- 3-21 Encapsulation - The application of an encapsulant to ACM to control the release of asbestos fibers into the air.
- 3-22 Enclosure - The construction of an airtight, impermeable, permanent barrier around ACM to control the release of asbestos fibers into the air.
- 3-23 EPA - U.S. Environmental Protection Agency.
401 M Street S.W.
Washington, D.C. 20460
- 3-24 Equipment Room - A contaminated area or room which is part of the worker decontamination enclosure system with provisions for storing contaminated equipment and clothing.
- 3-25 Fixed Object - A piece of equipment or furniture in the work area which cannot be removed from the work area.
- 3-26 Friable Asbestos - ACM which can be crumbled easily by hand pressure.
- 3-27 Glovebag Operation - A method with limited applications for removing small amount of friable ACM from pipes, ducts, valves, joints and other non-planar surfaces in a non-isolated

area. This method utilizes a specialized form of plastic bag with built-in gloves for miniature isolation.

3-28 HEPA Filter - A High Efficiency Particulate Air filter capable of removing particles less than 0.3 microns in diameter with 99.97% efficiency.

3-29 HEPA Vacuum - A vacuum system equipped with HEPA filtered exhaust.

3-30 Negative Pressure Ventilation System - A portable exhaust system equipped with HEPA filtration and capable of maintaining a constant low velocity air flow into the contaminated areas of uncontaminated air from adjacent rooms or outside.

3-31 NESHAPS - The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

3-32 NIOSH - The National Institute for Occupational Safety and Health.

3-33 OSHA - The Occupational Safety and Health Administration.

3-34 Outside Air - The air outside buildings and structures.

3-35 Plasticize - To cover floors and walls with plastic sheeting as herein specified.

3-36 Prior Experience - Experience required of the contractor on asbestos projects of similar nature and scope to insure capability of performing the asbestos abatement in a satisfactory manner.

3-37 Removal - The stripping of any ACM from surfaces or components.

3-38 Renovation - Altering in any way one or more facility components.

3-39 Shower Room - A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and suitably arranged for complete showering during decontamination.

3-40 Staging Area - Either the holding area or some other area near the waste transfer airlock where containerized waste has been placed prior to removal from the work area.

3-41 Strip - To take off friable asbestos material from any part of a facility.

3-42 Structural Member - Any load supporting member of a facility, such as beams and load supporting walls or any non-load-supporting member, such as ceilings and non-load supporting walls.

3-43 Surfactant - A chemical wetting agent added to water to improve penetration.

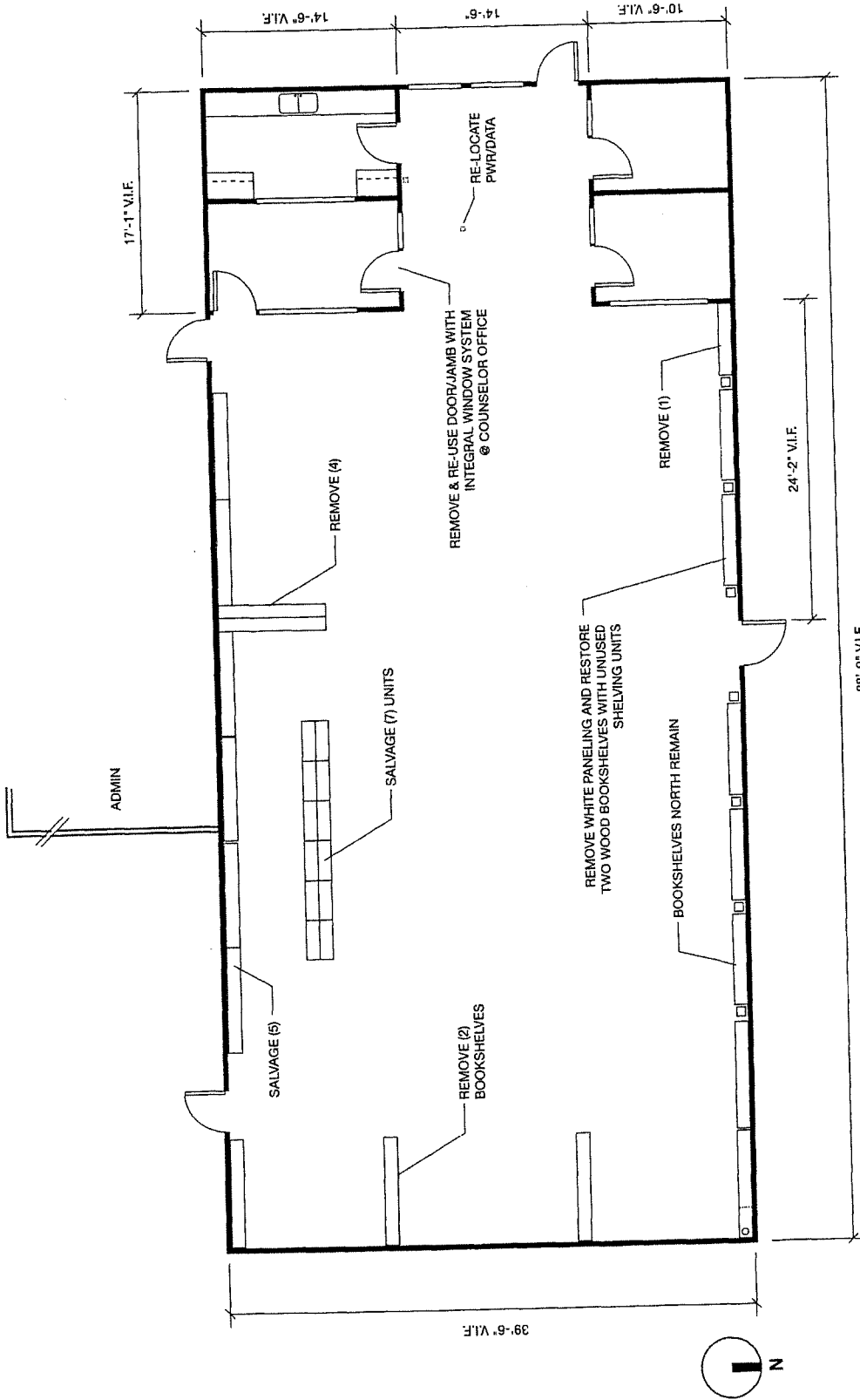
3-44 Visible Emissions - Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

3-45 Waste Transfer Airlock - A decontamination system utilized for transferring containerized waste from inside to outside of the work area.

3-46 Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

3-47 Work Area - Designated rooms, spaces or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. An isolated work area is a work area which has been sealed, plasticized and equipped with a decontamination enclosure system. A non-isolated work area is a controlled access work area which may be using glove-bag removal methods.

3-48 Worker Decontamination Enclosure (decon) - A decontamination system consisting of a clean room, shower room and an equipment room separated from each other and from the work area with airlocks and curtained doorways. This system is used for all worker events and also exist in the work area for equipment and waste pass out.



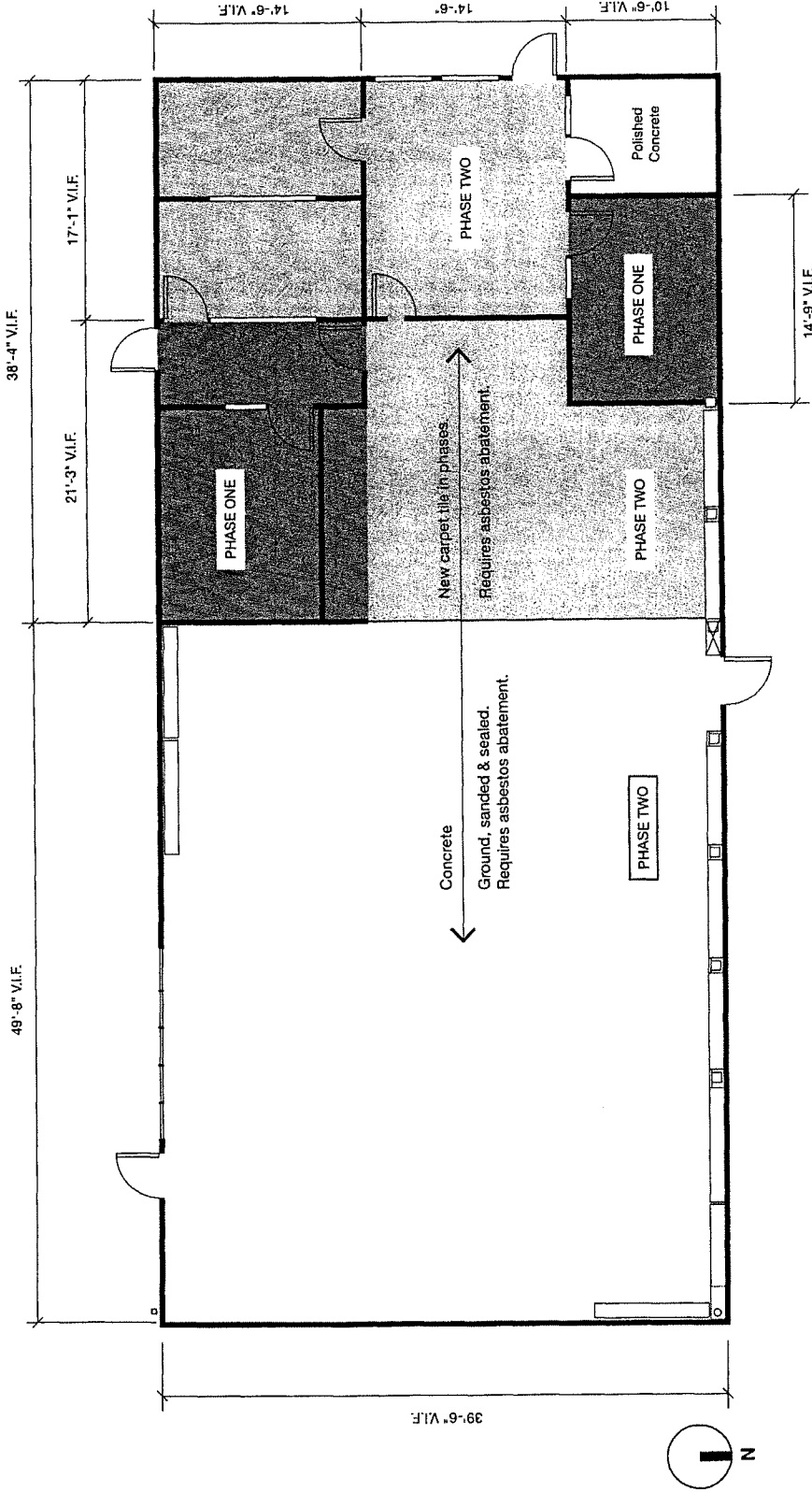
1 | EXISTING CONDITIONS

1/8" = 1'-0"



EXISTING CONDITIONS

GRANT UNION HIGH SCHOOL STUDENT COMMONS / CONCEPT & CONSTRUCTION DOCUMENTATION / 11.22.23

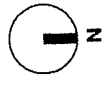
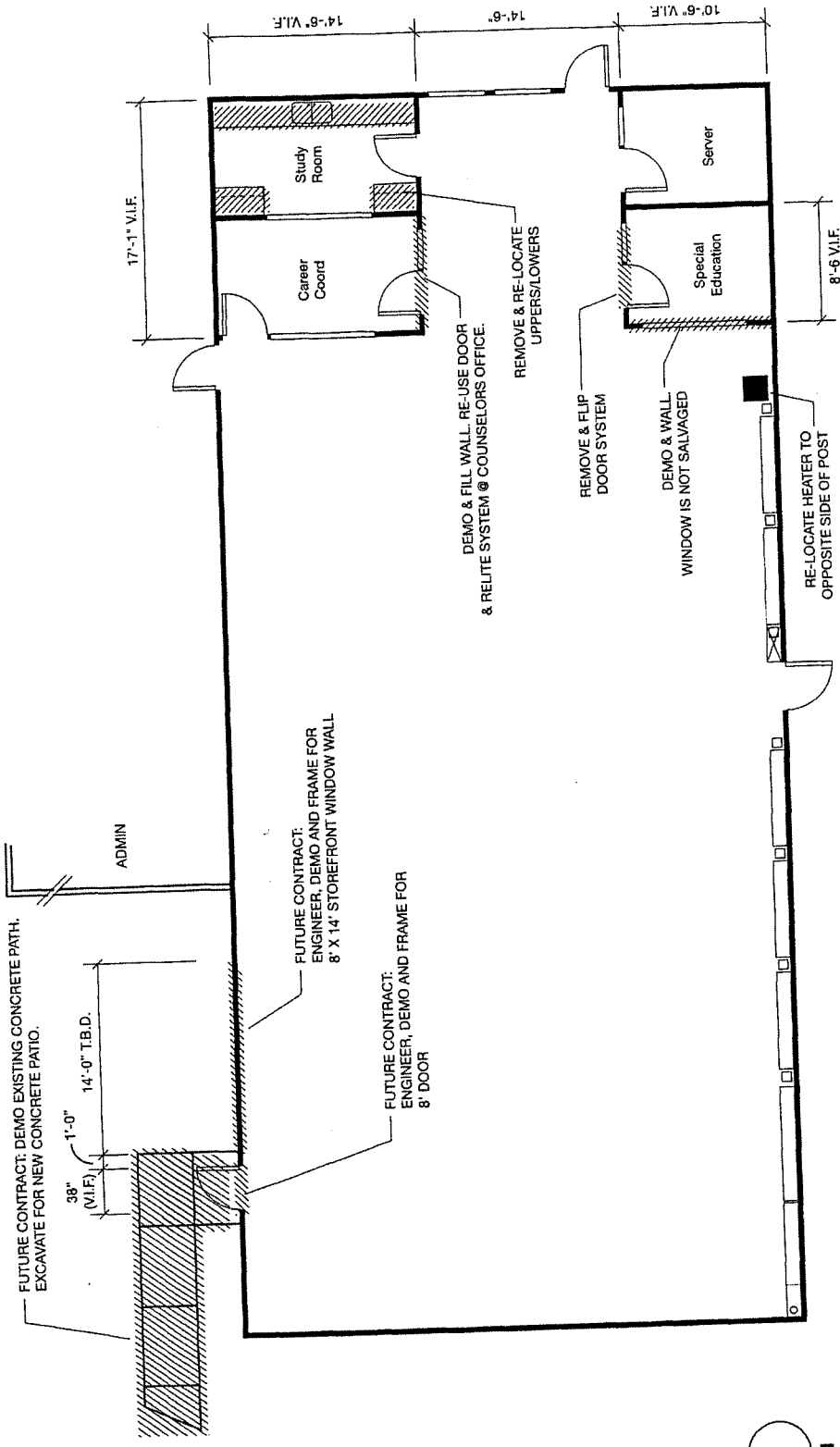


1 | FLOOR FINISH PLAN
1/8" = 1'-0"



FLOOR FINISH PLAN

GRANT UNION HIGH SCHOOL STUDENT COMMONS / CONCEPT & CONSTRUCTION DOCUMENTATION / 11.22.23



1 DEMO PLAN
1/8" = 1'-0"



DEMO PLAN

GRANT UNION HIGH SCHOOL STUDENT COMMONS / CONCEPT & CONSTRUCTION DOCUMENTATION / 11.22.23

4 SCOPE OF WORK

4-1 All measurements are to be verified by Quoters; the Owner and/or Consultants are not responsible for incorrect measurements. This project is based on removal of the materials from the locations stated, not on the square footage stated in these specifications. The bidders shall familiarize themselves with any and all conditions of the work prior to submitting a bid. There are no warranties, written or otherwise, which state the conditions of the walls, ceilings, carpet, flooring, concrete or number of layers of material to be removed.

4-2 This project involves the removal of approximately: 1,800 sq. ft. of drywall and asbestos containing (AC) texture from the special education room and the career coordinator room, 40 sq. ft. of AC covebase & AC mastic from the South, East, & West walls of the Library area, 200 sq. ft. of AC floor tile from the Library area, 3,500 sq. ft. of AC floor tile mastic from all areas, 2,800 sq. ft. of AC 24" x 48" suspended ceiling tile and grid from the library area.

4-2-1 Floor mastic shall be removed using grinding methods with HEPA filtered dust collectors. Floor finish plan by Ditroen indicates polish floor areas, these are to be Class B 'salt & pepper' Level 3 satin polish. Other areas shall be ground sufficiently for carpet squares by others.

4-2-2 Asbestos Containing Materials removal shall be completed prior (excepting carpet) to removal of other materials.

4-3 Removal of approximately: 3,500 sq. ft. of carpet from all areas, 2,900 sq. ft. of 12" x 12" ceiling tile from Library area and special education room, 2,800 sq. ft. of plasterboard ceiling from the Library area.

4-3-1 All interior lighting shall be removed and disposed in areas of ceiling removal, wire leads shall be protected with wire nuts.

4-3-2 The door systems from the special education room and career coordinator room shall be saved; and stored by owner.

4-3-3 Doors, windows, wall penetrations, electrical panels and other immovable items shall be covered with two (2) separate layers of 6 mil, minimum thickness, poly sheeting.

4-4 All removal of all ACM friable materials, or materials made friable during removal, shall be conducted inside a HEPA filtered containment work area, with fully operational worker decon consisting of equipment room, shower room and clean room. Shower shall have hot and cold running water, controlled by person showering. Workers shall completely shower every egress from work area or will not be allowed to continue working on this project.

4-5 Final cleaning of the work area shall include HEPA vacuuming of all surfaces in the work area, including but not limited to; framing, floors, walls, pipes, electrical outlets, poly sheeting, etc.

4-6 Paulsen Environmental Consulting, Inc. (PECI) shall be conducting all building owner air sampling, including but not limited to; HEPA exhaust, work area, clean room and clearance.

4-7 Contractor Supervisor shall conduct a visual clearance prior to requesting visual clearance from PEGI personnel.

4-8 Upon receipt of visual clearance from PEGI personnel, a thin coat of lockdown encapsulant shall be applied to all surfaces.

4-9 Upon sufficient drying of encapsulant, aggressive air sampling shall be conducted by PEGI personnel.

4-10 Air clearance samples shall be analyzed by Transmission Electron Microscopy (TEM) methods. Reporting of TEM analyses is expected to be within 3 days of sample collection.

4-11 Successful quoter shall provide temporary restroom facilities for their personnel.

5 DESCRIPTION OF WORK

5-1 The work specified herein shall be the removal of ACM by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of ACM and asbestos contaminated waste and the subsequent cleaning of contaminated area, who comply with all applicable Federal, State and Local regulations and are capable of and willing to perform the work of the contract.

5-2 The contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications.

5-3 The contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original. Any damages caused by or during the performance of these specifications shall be repaired by the contractor at no additional cost to the Building Owner.

5-4 All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

5-5 The most recent edition of any regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements will be utilized.

5-6 The Contractor shall ensure that copies of all standards, regulations, codes and other applicable documents, including this specification, shall be available at the work site in the clean room of the worker decontamination system.

- 5-7 Specific Requirements:
- A. Title 29 Code of Federal Regulations Section 1910.1001
General Industry Standard for Asbestos.
 - B. Title 29 Code of Federal Regulations Sections 1910.134
General Industry Standard for Respiratory Protection.
 - C. Title 29 Code of Federal Regulations Section 1926
Construction Industry.
 - D. Title 29 Code of Federal Regulations Section 1920.2
Access to Employee Exposure and Medical Records.
 - E. Title 29 Code of Federal Regulations Sections 1910.1200
Hazard Communication.
 - F. Title 40 Code of Federal Regulations Part 763 AHERA,
 - G. Title 40 Code of Federal Regulations Part 61 Subparts A and M.
 - H. National Emission Standard for Asbestos (revised Subpart B).
 - I. Oregon Occupational and Health Code, Division 83 ORS 279.348.

- 5-8 Contractor shall prior to commencement of work:
- A. Ensure written notification in accordance with 40 CFR Part 61.146 Subpart M, has been sent to the appropriate State and Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Asbestos at least ten (10) days prior to the commencement of any on-site project activity. Provide copy to Building Owner.
 - B. Submit proof to the Building Owner that required permits, landfill site and transport arrangements are sufficient. Provide Building Owner with copies of landfill forms.
 - C. Submit documentation satisfactory to the Building Owner that the contractor's employees that may be exposed to airborne asbestos fibers have been trained as required by the EPA, 40 CFR Part 763.93 Paragraph 7.
 - D. Submit documentation that all employees who may be exposed to airborne asbestos fibers have received medical monitoring as required by OSHA 29 CFR 1910.1001 (j).
 - E. Submit to the Building Owner shop drawings for containment and decontamination facilities if different than shown in these specifications.
 - F. With the Building Owner, inspect the premises where all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to commencement of work.
 - G. Submit manufacturer's certification that HEPA vacuums, negative pressure ventilators and any other equipment conform to ANSI 29.2-79.
 - H. Document NIOSH approvals for all respiratory protective devices utilized on site.
 - I. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with qualitative procedures as detailed in OSHA Lead Standard 29 CFR 1910.1025 Appendix D or be Quantitative in nature.
- 5-9 Prior to Abatement Activities the Building Owner shall:
- A. Provide to the Contractor information concerning access, shutdown and protection requirements of equipment and systems in work area.
 - B. Submit to the Contractor any air sample or bulk sample analysis data collected prior to the abatement.
- 5-10 During Abatement Activities the contractor shall:
- A. Submit daily verbal or telephone job progress reports detailing abatement activities to the Building Owner Representative.
 - B. Submit weekly written job progress reports detailing abatement activities.
 - C. Submit copies of all transport manifests, trip tickets and disposal forms for all asbestos and asbestos waste removed from the work area.
 - D. Document that Building Owner's employees who must enter the work area during abatement must have received training as detailed in Section 10.
 - E. Provide to the Building Owner information concerning access, shutdown and protection requirements of equipment and systems in work area.
 - F. Submit to the Building Owner any air sample or bulk sample analysis data collected during the abatement.

- 5-11 The work area is to be restricted to authorized, trained and protected personnel.
- 5-12 Entry into the work area by unauthorized individuals shall be reported immediately to the Building Owner by the contractor.
- 5-13 A logbook shall be maintained in the clean room to document the entrance of the work area by anyone and shall record name, affiliation, time in and time out for each entry.
- 5-14 Access to the work area shall be through a single worker decontamination system located adjacent to the work area. All other means of access (doors, window, halls, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exception to this rule is the waste pass out airlock which shall be sealed except during removal of containerized waste from work area.
- 5-15 Contractor will have control of site security during abatement operations to protect work efforts and equipment.
- 5-16 Contractor will have Building Owner's assistance in notifying occupants and enforcement of restricted access.
- 5-17 Emergency Planning shall be developed before abatement initiation and agreed to by contractor and Building Owner.
- 5-18 Emergency procedures shall be in written form and prominently posted in the clean room and the equipment room of the decon unit. Everyone prior to entering the work area shall read and sign off on these procedures to acknowledge understanding of these procedures.
- 5-19 Emergency planning shall include notification of police, fire and emergency medical personnel of planned abatement activities, work schedule and layout of work area.
- 5-20 Employees shall be trained in evacuation techniques in the event of work place emergencies.
- 5-21 For non-life-threatening situations employees will use normal decontamination procedures, with help from other employees if necessary, before exiting work area to obtain proper medical attention.
- 5-22 For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker.
- 5-23 Telephone numbers of all emergency response personnel shall be prominently posted in the clean room.

5-24 The successful Quoter shall attend a pre-start job meeting which will be held at Contractor's convenience just prior to starting the project. Attending this meeting will be representatives of the Owner, and the owner's agents including testing/monitoring personnel. The Contractor and supervisory personnel who provide on-site direction of abatement activities must attend. The contractor shall be prepared to provide detailed information concerning:

- A. Preparation of work area.
- B. Personal protective equipment including respiratory protection and protective clothing.
- C. Employees and their training.
- D. Decontamination procedures for personnel, work area and equipment.
- E. Abatement methods and procedures to be used.
- F. Required air monitoring procedures.
- G. Waste handling procedures.
- H. Scheduling
- I. Emergency procedures.

6 MATERIALS AND EQUIPMENT

- 6-1 Deliver all material in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.
- 6-2 Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
- 6-3 Damaged, deteriorated or previously used materials shall not be used and shall be disposed of properly.
- 6-4 Polyethylene sheeting for walls, floors and stationary objects shall be a minimum of two layers of 6-mil thickness in widths selected to minimized the frequency of joints.
- 6-5 Method of attaching sheeting shall be agreed upon in advance by the contractor and Building Owner. Method of attachment may include any combination of duct tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing poly under both wet and dry conditions.
- 6-6 Poly sheeting used for worker decon unit shall be opaque or black.
- 6-7 Disposal bags shall be of 6-mil polyethylene, pre-printed with labels as required by EPA 40 CFR 61.152 and OSHA 29 CFR 1910.1.
- 6-8 Disposal drums shall be metal or fiberboard with locking rings.
- 6-9 Stick-on labels as per EPA and OSHA requirements.
- 6-10 Warning signs as required by OSHA 29 CFR 1910.1001.
- 6-11 Surfactant (wetting agent) shall be a mixture of 50/50 poly-oxethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or specified by manufacturer.
- 6-12 Penetrating encapsulation shall be MEI 44-15 or equal, approved at least seven days before beginning project.
- 6-13 Replacement materials shall be asbestos-free and provide performance characteristics equal to or better than the original material and should be evaluated and selected by the Building Owner.
- 6-14 Encapsulant should not be solvent-based or utilize a vehicle (the liquid in which the solids of the encapsulant are suspended) consisting of hydrocarbons.

6-15 Encapsulant shall not be flammable.

6-16 A sufficient number of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos Containing Materials in Buildings Appendix F. Recommended specifications and operating procedures for the use of negative pressure systems for asbestos abatement shall be utilized so as to provide work place air change every 15 minutes or better.

To calculate total airflow requirements:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (ft}^3\text{)}}{15 \text{ min.}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{\text{ft}^3/\text{min}}{\text{Capacity of unit in ft}^3}$$

When air-supplied respirators are utilized, estimate the volume of supplied air and add to work place air volume when calculating ventilation requirements.

Avoidance of utilizing a patented system without authorization may be achieved with a pressure differential system. This includes using one HEPA filtered exhaust fan, several air filtration machines, tight fitting decon and waste load out doors, and a differential pressure monitor.

6-17 Type "C" air supplied respirators in pressure demand mode with full face-pieces and HEPA filtered disconnect protection are recommended by the EPA for all full shift workers until the successful completion of final air clearance monitoring. Powered air purifying respirators (PAPR) equipped with HEPA filters and full face-pieces may be used for inspection or repair work of less than one hour duration per day. A sufficient supply of charged replacement batteries and filters and a flow test meter shall be available in the clean change area for use with PAPRs. Air purifying respirators with dual HEPA filters may be utilized during work area preparations. Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full face-piece respirators. Respirators provided for asbestos abatement must be tested and approved by NIOSH.

6-18 Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's specifications. The compressed air systems shall have a receiver of adequate capacity to allow escape of all respirator wearers from contaminated area in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134. Compressors must have an in-line CO monitor and

periodic inspections of the monitor must be evidenced. Documentation of adequacy of compressed air systems/respiratory protection system must be retained on site. Periodic testing of compressed air shall insure that systems provide Grade D breathing air as described in Compressed Gas Association Commodity Specifications G-7.1.

6-19 Full body disposable protective clothing, including head, body and foot

coverings consisting of material impenetrable by asbestos fibers shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

6-20 Additional safety equipment (e.g. hard hats, safety shoes, disposable gloves) as necessary shall be provided to all visitors and workers.

6-21 Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be sealed to footwear to prevent body contamination.

6-22 A sufficient supply of scaffolds, ladders, lifts and hand tools shall be provided as needed.

6-23 Sprayers with pumps capable of providing a maximum of 500 psi at the nozzle tip at a maximum flow rate of 2 gallons per minute shall be used for spraying of amended water.

6-24 Rubber dustpans and rubber squeegees shall be provided for cleanup.

6-25 Brushes utilized for removing loose ACM shall have nylon or fiber bristles, not metal.

6-26 A sufficient number of HEPA filtered vacuum systems shall be available.

6-27 Encapsulants shall be sprayed using airless equipment.

6-28 The contract is based upon the materials, equipment and methods described in the contract documents.

6-29 The Building Owner will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data.

6-30 Do not substitute materials, equipment or methods unless such substitutions have been specifically approved by the Building Owner.

6-31 Where the phrase "or equal" occurs in the contract document, do not assume that materials, equipment or methods will be approved by the Owner unless the item has been specifically approved for this work by the Owner.

6-32 The decision of the Building Owner shall be final.

6-33 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, will be back-charged as necessary and shall not be borne by the Building Owner.

7 EXECUTION

- 7-1 Post danger signs meeting the specifications of OSHA 29 CFR 1910.1101 at any location and approaches to any location where airborne concentrations of asbestos fibers may exceed ambient background levels. Signs shall be placed at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of enclosure barriers.
- 7-2 Shut down and lock out electric power to all work areas. The Contractor will provide temporary power and lighting. Insure safe installation and ground faulting of temporary power sources and equipment by compliance with all applicable electrical codes. All costs for electricity shall be paid by the Building Owner.
- 7-3 The contractor shall provide sanitary facilities for abatement personnel outside of the work area and maintain them in a clean and sanitary manner.
- 7-4 The Building Owner will provide water for all abatement needs. The contractor will make necessary connections.
- 7-5 Shut down and lockout all heating, cooling and air-conditioning systems. Seal all intake or exhaust vents with 6-mil poly and tape. Also seal any seams in system components which pass through. Remove all HVAC system filters and place in labeled bags for disposal.
- 7-6 Preclean all moveable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and stored in an uncontaminated area.
- 7-7 Preclean all fixed objects in the work area with HEPA filtered vacuums and/or wet cleaning methods. Careful attention must be paid to machinery behind grills or gratings where access may be difficult but contamination is significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After precleaning, enclose fixed objects in 6-mil poly and seal securely in place. Control panels in the work area may have to be accessible to Owner during abatement. These shall be designated and access allowed via sealable flaps.
- 7-8 All wall, floor and ceiling penetrations (i.e. doors, windows, grills, etc.) shall be individually sealed.
- 7-9 The worker decon unit shall consist of at least a clean room, shower room and an equipment room, each separated from each other and the work area with airlocks.
- 7-10 Entry to and exit from all airlocks and decon system chambers shall be through curtained doorways consisting of either two overlapping sheets of poly or sufficient negative air is established to allow one sheet of weighted poly on the negative air side of the doorway.

7-11 Clean room shall be adequately sized to accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes. Shelves for storing respirators shall also be provided in this area. Clean disposable clothing, replacement filters, towels and other necessary items shall be provided in adequate supply in the clean room. A location for postings shall also be provided here. Whenever possible a lockable door should be utilized. Lights, heat and electricity shall be provided as necessary for comfort. This space shall not be used for tool storage or as office space.

7-12 Shower room shall contain one or more showers as needed to accommodate workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower shall be constructed to insure against leakage of any kind. An adequate supply of soap, shampoo and towels shall be provided by the contractor and available at all times. Shower water shall be drained, collected and filtered through a system with at least a 5 micron particle size collection capability.

7-13 The equipment room shall be used for storage of equipment and tools at the end of a shift. Replacement filter for HEPA vacuums and negative ventilators, extra tools, surfactant and other tools and supplies that may be needed during the abatement may be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings to prevent excessive contamination of the worker decon area. A drum or holder lined with 6-mil labeled bags shall be located in this area for disposable clothing. Contaminated foot wear shall be stored here for use the next day.

7-14 The waste container pass out airlock shall be constructed at some location separate from the worker decon system. Wherever possible this shall be located where there is direct access to the outside of the building. This airlock system shall consist of an airlock and container staging area. An airlock is required following the container staging area when immediate access to outside is not feasible.

7-15 The waste container pass out airlock system shall be constructed in a similar manner using similar materials to the worker decon. This airlock system shall not be used to exit the work site.

7-16 Emergency exits shall be established and clearly marked with duct tape arrows or other effective means. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits may be the worker decon, the waste pass out or other alternative exits satisfactory for escape needs.

7-17 The contaminated work area shall be separated from the remainder of the uncontaminated building by the construction of air tight barriers.

7-18 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4' x 8', when unaffected portions of the building(s) is occupied by other personnel.

7-19 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to the work side of the barrier.

7-20 Cover both sides of partition with a double layer of 6-mil poly with staggered joints and seal in place. Caulk edges of partition at floor, ceiling and walls to form an airtight seal.

7-21 Following completion of the construction of all poly barriers and decon system, allow overnight settling to insure that barriers will remain intact before beginning abatement activities.

7-22 All poly barriers shall be inspected at least twice daily, at the beginning and the conclusion of each shift. Damage and defects in the barrier system are to be repaired immediately upon discovery. Use smoke tubes to test the effectiveness of the barrier system and negative pressure daily. Record inspections, observations and smoke testing in the daily project log.

7-23 Initiate operation of negative air equipment as needed to provide one air change at least every 15 minutes. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building at all times. They shall not be exhausted into interior spaces of the building. Careful installation, air monitoring and daily inspections will be done to insure no contamination is occurring on the interior of the building. These items shall also be entered into the daily logbook.

7-24 Remove, clean and/or enclose in poly sheeting, all ceiling mounted objects such as lights and other items that may interfere with abatement procedures.

7-25 Commencement of work shall not occur until:

- A. Enclosure systems have been constructed and tested.
- B. Negative pressure systems are operating properly.
- C. All pre-abatement submissions, postings, notifications and permits have been provided and are satisfactory.
- D. All equipment for abatement, clean-up and disposal are on hand.
- E. All worker training and certification has been completed.
- F. Contractor receives written notice from Building Owner or agent to begin abatement.

7-26 At any time during the abatement activities, after barriers are erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures. Work shall not recommence until approval by Building Owner representative.

7-27 If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is greater) work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums and wet wiping techniques may be necessary. Work shall not recommence until approval by Building Owner representative.

7-28 Procedures described in this specification are to be utilized at all times. If specified procedures cannot be utilized, a request must be made in writing to the Building Owner providing details of the problem encountered and recommended alternatives. Alternative measures shall provide equivalent or greater protection than procedures being replaced. Any alternative must be authorized in writing by the Building Owner prior to implementation.

7-29 All workers and authorized visitors shall enter the work area through the worker decon. All personnel who enter the work area must sign the entry log, located in the clean room, upon entry and exit.

7-30 All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection and emergency procedures. A sign-off sheet shall be part of the record keeping requirements.

7-31 Entry and exit procedures:

- A. All personnel shall proceed first to the clean room, remove all street clothing and don appropriate protective clothing, respirators and other safety equipment as required for conditions in the work area. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- B. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower and equipment room to the work area.
- C. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing, vacuuming or wet wiping procedures. Each person shall utilize the walk-off pan for cleaning the bottom of their footwear.
- D. Personnel shall proceed to the equipment room where they remove all protective equipment except respirators. Deposit disposable clothing into appropriately labeled containers. Reusable footwear shall be stored in the equipment room when not in use in the work area.
- E. Still wearing a respirator, the personnel shall proceed to the shower, clean the outside of the respirators and exposed areas of the face and body before removing respirator. Complete showering and shampooing shall then occur to remove any residual asbestos contamination.
- F. After showering and drying, proceed to the clean room and dress in either street clothes or clean disposables, whichever is appropriate.
- G. These procedures shall be posted in the clean room.

7-32 Asbestos waste which has been containerized shall be transported out of the work area through the waste pass out airlock. Waste pass out shall utilize two teams of workers, an inside and an outside team. The inside team shall clean the outside of the containers, including the bottoms, using HEPA vacuums and wet methods and transport them into the waste pass out airlock. The outside team shall enter the airlock from the outside of the work area, enclose the containers in clean, labeled 6-mil poly bags and remove them to the outside of the airlock system. The exit from this airlock shall be secured to prevent unauthorized entry.

8 PERSONNEL PROTECTION

8-1 Prior to the commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos waste must have received EPA certified training. Special on-site training on equipment and procedures unique to this job site shall be performed as required. Training in emergency response and evacuation procedures shall be provided.

8-2 All respiratory protection shall be provided to workers in accordance with the written respiratory program. This program shall be available in the clean room. This includes all items in OSHA 29 CFR 1910.134 b) (1-11). Workers shall be supplied with personally issued, individually identified respirators.

8-3 Respirators shall be selected that meet the following level of protection requirements:

- A. Type "C" air supply pressure demand for full shift workers, in unknown fiber concentrations as per OAR 437 - 1926.1101
- B. PAPR may be utilized for inspection or entrance for up to 1 hour or if personal air monitoring shows levels less than 1.0 f/cc.
- C. Half-face dual HEPA cartridge respirators may be used for initial barrier erection and other set-up needs, unless pre-abatement air monitoring shows levels less than 0.01 f/cc.
- D. Historical data collected by the contractor may be utilized for respirator selection.

8-4 Sufficient numbers of disposable coveralls and booties shall be provided by contractor for all employees, State and Federal inspectors, air sampling professionals, Building Owners employees (if needed) and any other authorized visitors.

8-5 Non-skid footwear shall be supplied to all contractor's employees by contractor at no cost to the employee. These may be reusable steel-toed rubber boots or canvas shoes which will be discarded as asbestos contaminated waste at conclusion of the project.

8-6 The contractor shall supply Type-C or PAPR respirators for all authorized visitors if required.

9 REMOVAL PROCESS

- 9-1 Clean and isolate the work area as described in Part 7.
- 9-2 Wet all ACM with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne asbestos fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations.
- 9-3 Saturated ACM shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas should be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
- 9-4 Material removed from building structures or components shall not be dropped or thrown to the floor. Material shall be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 20 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the waste can be containerized at elevated levels and carefully lowered to the floor by mechanical means.
- 9-5 Containers (6-mil poly bags and/or drums) shall be sealed when full. Double bagging of waste material is required. Bags shall not be over full. Bags should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an over-hand knot or by taping in gooseneck fashion. Do not seal bags with wire or cord.
- 9-6 Large components removed intact may be wrapped in 2 layers of 6-mil poly secured with tape and labeled with stickers.
- 9-7 Asbestos contaminated waste with sharp edges will tear poly bags and should be placed into drums for disposal.
- 9-8 After completion of all stripping work, surfaces from which ACM has been removed shall be wet brushed or wiped to remove all visible residue.
- 9-9 After the work area has been rendered free of visible residues and visual clearance has been granted by the Building Owner, a thin coat of penetrating encapsulant shall be applied to all surfaces in the work area including structural members, building components and poly sheeting to seal in any escaping fibers.
- 9-10 Following the completion of clean-up operations, the contractor shall notify the Building Owner that the work area is ready for final air sampling.

- 9-11 The Owner shall then arrange for the air sampling professional to sample the air in accordance with EPA 40 CFR Part 763.90 (AHERA).
- 9-12 All samples, analyzed by PCM, in all locations shall indicate concentrations of airborne fibers less than 0.009 f/cc for release of the work area.
- 9-13 For TEM analysis, when the average number of asbestos structures on samples inside the abatement area is no greater than 70 structures/mm² of filter, the response action may be considered complete without comparing the inside samples to the outside samples.
- 9-14 Areas exceeding this level shall be re cleaned using procedures listed above and retested until satisfactory results are obtained.
- 9-15 Documentation of proper disposal shall be maintained by contractor and Chain-of-Custody forms provided by the Building Owner shall be used in addition to other forms required.
- 9-16 Reestablishment of the work area shall only occur following the completion of clean up procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Building Owner.
- 9-17 Poly barriers shall be removed from the walls and floors at this time and all surfaces shall be wet-wiped or HEPA vacuumed.
- 9-18 Reestablish HVAC, mechanical and electrical systems in proper working order. Remove contaminated HVAC filters and dispose of as asbestos waste.
- 9-19 Repair all areas of damage that occurred as a result of abatement activities.
- 9-20 The final air clearance sampling and analysis costs are borne by the Owner. In the event that the final air clearance samples do not meet clearance standards, the contractor shall be liable for all costs of air sampling and laboratory analysis for any subsequent sampling.

10 TRAINING

- 10-1 Training shall be provided by the contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of abatement projects.
- 10-2 Training shall meet the requirements of EPA 40 CFR Part 763.93 Subpart E and OAR 340-33-000 through -100. The contractor must document training by providing date of training, training entity, course outline and names of trainers or certificate copy.
- 10-3 Medical monitoring must be provided by the contractor as set forth in OAR Chapter 437, Oregon Occupational Safety and Health Code, 1926.1101.
- 10-4 Documentation of medical monitoring shall be provided to the Building owner on request.
- 10-5 All supervisors or "competent persons" shall be certified as required by OAR 340-33-050.
- 10-6 All contractors shall be certified as required by OAR 340-33-040.
- 10-7 All workers shall be certified as required by OAR 340-33-050.
- 10-8 Copies of certificates with pictures shall be presented as part of the quote package after award. Copies of certificates with pictures shall be on site at all times that the particular worker/supervisor/contractor is on site.

Exhibit A.2
RFQ-2023-03-ASB Addendum No. 1

[Enclosed]

Grant SD 3 - GUHS Library
401 N. Canyon City Boulevard
Canyon City, OR 97845

December 21, 2023

ADDENDUM NUMBER 1

QUOTE CALL: Pre-Renovation Asbestos Removal

QUOTE CALL DATE: January 3, 2024 3:00 pm local time

Paragraph 4-2 is changed - 200 sq. ft. of floor tile from the Library area, 120 sq. ft of floor tile from the study room, 3,500 sq. ft. of mastic.....

Paragraph 4-3 is changed - Removal of approximately 3,500 square feet of carpet from all areas.

Paragraph 4-3-1 is changed - All interior lighting shall remain, hanging from ceiling grid wires.

Additional non-asbestos demolition is required for inclusion in total quote:

1. Cabinet/bookshelf in Special Education shall be removed.
2. Cabinet in Librarian alcove shall be removed.
3. Cabinets in Work Room shall be removed.

This addendum must be signed and returned with Quote.

signature

title

company

Exhibit B.1

Alpine Abatement Associates Quote dated January 3, 2024

[Enclosed]

Grant SD 3 - GUHS Library
401 N. Canyon City Boulevard
Canyon City, OR 97845

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Nick Segura

signature

President

title

Alpine Abatement Associates, INC

company

QUOTE

Quote Page 1

93-0998033

Quoter's Employer ID or Social Security Number:

To: Board of Directors

Date:

1/3/2024

The undersigned proposes to furnish in the time specified the services described in the specifications of this Quote.

As explained in paragraph 2-26, in Part 2, the Quoter must provide resident/non-resident bidder information. In order for the Board to determine whether a Quoter is a resident/non-resident bidder, the following definitions apply: a "resident" bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the bidder is a "resident" bidder pursuant to this definition. A "non-resident" bidder is one who is not a "resident" as previously defined.

The undersigned certifies by initialing the appropriate line below whether the Quoter is a resident/non-resident bidder:

Bidder is resident

RVS

Bidder is non-resident

Non-resident bidder is a resident of

As explained in paragraph 2-27, the bidder must check one:

"Foreign" Bidder

Oregon (Domiciled or Registered Bidder)

Total Quote \$ 48,868.00

FOURTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-EIGHT & 00/100 dollars

GRANT SCHOOL DISTRICT 3
Quote Signature Sheet

Quote Page 2

SIGNATURE FOR INDIVIDUAL

Name of Company

SIGNATURE OF INDIVIDUAL

Address

Name of Individual (Please Print)

City/State/Zip Code

Telephone

SIGNATURE FOR PARTNERSHIP

Name of Partnership

Name of Partners (1)

Address

(2)

City/State/Zip Code

(3)

Telephone

SIGNATURE OF ONE PARTNER

SIGNATURE FOR CORPORATION

ALPINE ABATEMENT ASSOCIATES, INC

Nick Segura

SIGNATURE OF INDIVIDUAL

Name of Corporation

PRESIDENT

PO BOX 1557

Office/Title or Officer/Agent

Address

541-388-2672

BEND OR 97709

Telephone

City/State/Zip Code

CONTACT PERSON

NICK SEGURA

541-388-2672

Please Print

Telephone

Exhibit B.2

Notice of Intent to Award dated January 3, 2024

[Enclosed]



NOTICE OF INTENT TO AWARD

January 3, 2024

FROM: Grant School District 3
401 N. Canyon Blvd
Canyon City, OR 97820-6111

RE: Notice of Intent to Award
GUHS Library Pre-Renovation Asbestos Removal | RFQ-2023-03-ASB

Dear Bidders:

Thank you for submitting your bid packets for the Grant Union Jr./Sr. High School Library Pre-Renovation Asbestos Removal Project (the "Project").

The following bidders submitted bids to Grant School District 3 ("District") concerning the Project:

Firm	Address	Bid Submittal (1/3/2024)	Bid Price
Alpine Abatement	2241 S 1st Street Unit A, Redmond, OR	10:38 AM	\$48,868
CODR	255 NE Thurston Ave, Bend, OR	2:15 PM	\$53,781.42
Abatement Pro Inc	5470 W Albatros St Suite 2, Boise, ID	10:08 AM	\$65,400

The policy of the State of Oregon is that contracting agencies must make every effort to construct public improvements at the least cost to the contracting agency (ORS 279C.305). Therefore, City announces its intent to award the public improvement contract to:

- Alpine Abatement, Redmond, Oregon

The District would like to thank each bidder for its time and efforts in preparing and submitting bid packets for the Project.

We invite you to contact District's project manager, Nicholas Green, nick@catalyst.win, Tel. (541) 620-2809, if you would like additional information or have any questions about the evaluation process. Bidders are reminded that any protests of this decision must be submitted to District within seven days after issuance of this notice. The protest must be in writing, clearly identify the Project, and detail the nature of the protest.

The intended award recipient is instructed not to begin work, purchase materials, and/or enter into subcontracts concerning the Project until the District and the intended award recipient sign the subject construction contract.

We appreciate your interest in doing business with the District.

Sincerely,


Mark W Witty (Jan 3, 2024 17:43 PST)

Mark Witty, Superintendent
Tel: (541) 575-1280
Email: markwitty@grantesd.org

Exhibit C
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will 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. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition work under this Agreement, Contractor will salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from School District or a contractor, Contractor will 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 (4) 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 Contractor on the amount due will 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 School District or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor or any Contractor subcontractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this 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 does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed by Contractor or any Contractor 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 will 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 for consecutive days, Monday through Friday; and

(c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)]

The provisions of ORS 279C.545 will apply to all claims for overtime under this Agreement.

(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this 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. [ORS 279C.520 (2)]

(13) Contractor will give notice in writing to employees who perform work under this Agreement, either at the time of hire or before commencement of Work under this 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. [ORS 279C.520 (5)(b)].

(14) Contractor will 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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

(15) Contractor will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each subcontractor complies with these requirements. [ORS 279C.530(2)]

(16) Contractor and each Contractor subcontractor will 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. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]. If the Project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, all workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. Contractor will include this provision in each subcontract awarded under this Agreement.

(18) Contractor represents and agrees that the Contract Documents contain a sufficient provision stating that Contractor 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) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

(19) The hourly rate of wage to be paid by Contractor or every subcontractor subject to prevailing wage rates to workers will 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.

(20) Contractor and every subcontractor subject to prevailing wage rates to workers will keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the Project.

(21) To the extent Contractor and/or any subcontractor subject to prevailing wage rates will also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the project, Contractor or subcontractor, as applicable, will post notice describing such plans in a conspicuous and accessible place in or about the project. The notice preferably will be posted in the same place as the notice required under Section 20, above. In addition to the description of the plans, the notice will contain information on how and where to make claims and where to obtain further information.

(22) Contractor or Contractor's surety, and every Contractor subcontractor or Contractor subcontractor's surety, will file certified statements with School District 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 Contractor 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 this Agreement, which certificate and statement will be verified by the oath of Contractor or Contractor's surety, or subcontractor or the subcontractor's surety that Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to Contractor's or subcontractor's knowledge. The certified statements will 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 will be delivered or mailed by Contractor or subcontractor to School District. Certified statements will be submitted for each week during which Contractor or subcontractor employs a worker upon the public work will be submitted once a month by the fifth business day of the following month. If Contractor fails to file the required certified statements, School District will retain twenty-five percent (25%) of any amount earned by Contractor until Contractor has filed with the public agency certified statements as required by this Section 22. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

(23) Contractor or Contractor subcontractor will preserve the certified statements for a period of three years from the date of completion of this Agreement.

(24) Contractor represents and agrees that School District has fully and timely included a provision that Contractor and any subcontractor will comply with ORS 279C.840 in the advertisement for bids, the RFQ, the contract specifications, the accepted quote or elsewhere in the Contract Documents and that School District has no liability for unpaid minimum wages.

(25) If requested in writing by a first-tier subcontractor, Contractor will, within ten (10) calendar days after receiving the request, send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to School District or pay document provided by School District, to Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

(26) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between School District and Contractor.

(27) Contractor will not request payment from School District of any amount withheld or retained in accordance herewith until such time as Contractor has determined and certified to School District that the subcontractor is entitled to the payment of such amount. A dispute between Contractor 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 School District is a party. School District will not be included as a party in any administrative or judicial proceeding involving such a dispute. Contractor will include in each subcontract for property or services entered into by Contractor and a first-tier subcontractor, including material supplier, for the purpose of performing a construction contract:

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

(b) An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from School District, 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 27. Contractor or first-tier subcontractor will not be obligated to pay an interest penalty if the only reason that Contractor or first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from School District Contractor when payment was due. The interest penalty will be:

(1) 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,

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

(28) Contractor will include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include payment clause and an interest penalty clause conforming to the standards of Section 27, above, 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.

(29) Contractor certifies, under penalty of perjury, that Contractor is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

(30) Contractor certifies that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701, as applicable, before the subcontractors commence Work under this Agreement.

(31) The provisions of ORS 279C.605 will apply to any claims against Contractor's payment bond.

(32) The provisions of ORS 279C.525 will apply to this Agreement.

(33) Contractor will comply and require all subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations, and statutes, including, without limitation, 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 will 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 will be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

Suspension and Debarment. Contractor will comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any subcontract expected to equal or exceed \$25,000.00, at any tier, the requirement that the subcontractor comply with Subpart C of 2 C.F.R.

180 and Subpart C of 2 C.F.R. 1532. Contractor represents, warrants, and certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor becomes unable to certify to the statements contained in this Paragraph, Contractor will immediately notify School District of the inability and the reason(s) thereof. Contractor will provide immediate written notice to School District if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. For purposes of this Paragraph, the terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Paragraph, have the meaning set out in the definitions and coverage sections of rules implementing Executive Order 12549. Contractor acknowledges and agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled "Suspension and Debarment" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2 CFR 180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available upon written request. Upon written request, Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

CONSTRUCTION SERVICES AGREEMENT

CONST Doc 2/8/24

This Construction Services Agreement (this "Agreement") is made and entered into effective January 18, 2024 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820, and Darrell McKrola G.C. ("Contractor"), an Oregon sole proprietor, whose address is 59216 Hansen Lane, Mount Vernon, OR 97865.

RECITALS:

A. Contractor is a licensed Oregon construction and roofing installation contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's Oregon CCB License No. is 195286 and Contractor's telephone number is (541) 620-2982.

B. Owner desires to construct certain improvements on or about that certain real property associated with Humbolt Elementary School located at 329 N. Humbolt Street, Canyon City, OR 97820 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services to install a Unistrut Catwalk at the Property, as shown in the Plans (the "Plans") included in Exhibit A and unistrut equipment (the "Equipment") from ACME (the "Manufacturer") included in Exhibit B.

C. Owner is responsible for the equipment procurement of the Equipment, which will be delivered to the Property before work begins. Contractor is responsible for all installation of the Equipment, including coordination with the Grant County Planning Department to secure structural permits and payment of permit fees.

D. This Project will be partially funded with State funds from the Oregon Department of Administrative Services Grant Agreement No. 107-2022-5202-63 and, therefore, is subject to State laws and regulations including the provisions of ORS 279C.800 through 279C.875, relative to Prevailing Wage Rates, included with the Public Contracting Provisions in Exhibit C.

E. Contractor submitted a responsive and responsible quote on January 8, 2024 at 2:37 p.m. in response to Owner's solicitation RFQ-2022-02-UNI | Humbolt Elementary School | Unistrut Equipment Installation and has a not-to-exceed price of \$34,000. Contractor's quote is included in Enclosure 1 and was the only quote submitted in response to the solicitation.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) installation of the Equipment (and all related work) for the Humbolt Elementary Unistrut Catwalk as described on the attached Plans; and (b) all other work identified in the attached Plans and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work will be Completed (as defined below) no later than June 30, 2024 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Contractor completes the Work set forth on the Plans and Owner's Commissioning Authority has tested and accepted the Work. Completion

of the Work and the date thereof shall be documented in writing and signed by both parties. Owner's Commissioning Authority will complete testing and Owner will notify Contractor of the results in writing no later than thirty calendar days after Contractor notifies Owner in writing that the Work is ready for testing.

1.3 Compensation. Contractor will submit its invoices to Owner concerning the Work (each an "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1. Notwithstanding anything else in this Agreement, total compensation payable under this Agreement shall not exceed \$34,000 without prior written consent of Owner.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representative(s) (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation; Force Majeure. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions. However, if and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, terrorism, riots, civil

disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in the installation of the equipment for a period of one year, commencing from the date Work Completion is documented in writing per Section 1.2. All Equipment warranties are determined by the Manufacturer. Unless a defect is caused by Contractor negligence, Contractor shall not be liable for the repair of any defects of equipment or design, nor for the repair of any damage that results from any defect in the Equipment or its interface with existing systems not installed by Contractor under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Property with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representative(s) as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's written demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the

Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations under this Agreement as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work, such act(s) or omission(s) will constitute a default by Contractor under this Agreement. If Owner believes Contractor is in default under this Section 4.1, it must notify Contractor in writing specifying the basis of the alleged default. If Contractor does not then cure the default to Owner's satisfaction within 96 hours, Owner may elect to terminate this Agreement by providing written notice to Contractor.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. CONTRACTOR'S SCHEDULE; SITE ACCESS AND OWNER'S EXPENSES

5.1 Timeline. Within 14 calendar days of signing this Agreement, Owner and Contractor will determine a schedule of events for timely completion of the Work in accordance with the terms of this Agreement.

5.2 Owner Representative. Owner will provide a single person point of contact that will be available at all times and who is authorized by Owner to make on-site decisions during the Work.

5.3 Site Access. Due to the necessity of after-hours, weekend and/or holiday schedules, Owner will provide necessary access to Contractor to perform the Work, including, but not limited to, keys and alarm codes. These items will be promptly returned on the Completion Date. Owner shall also provide Contractor with a dedicated laydown area of a size and location suitable to Contractor for the duration of the performance of the Work under this Agreement.

5.4 Owner's Expenses. All costs associated with any Engineering or Equipment will be at Owner's expense.

6. MISCELLANEOUS

6.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when

personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

6.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Grant County, Oregon, in accordance with ORS 36.400-36.740, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

6.5 Commencement. Commencement of this Agreement will not become effective until all electrical, structural, and mechanical plan reviews are approved by the necessary governing agencies. If the approval of all drawings and plan reviews is not complete by February 15, 2024 or, if Manufacturer lead time to deliver necessary equipment exceeds March 1, 2024, then the parties will revise the target completion date in Section 1.2.

6.6 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Darrell McKrola G.C.
an Oregon sole proprietorship

By: Mark Witty, Superintendent

By: Darrell McKrola

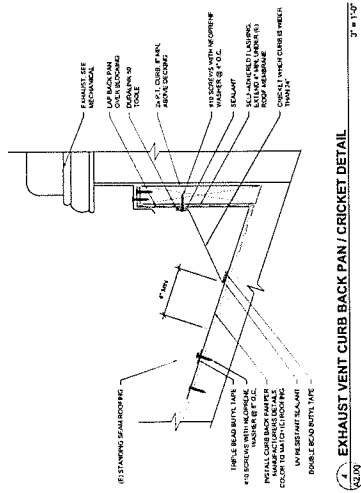
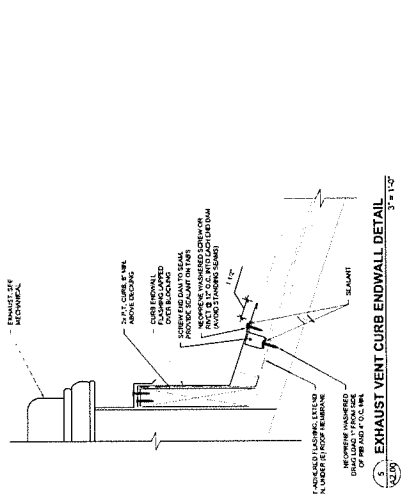
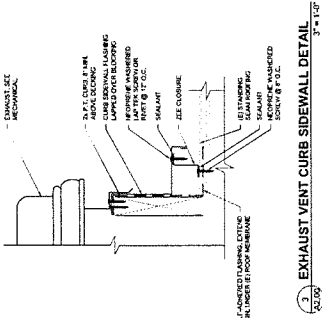
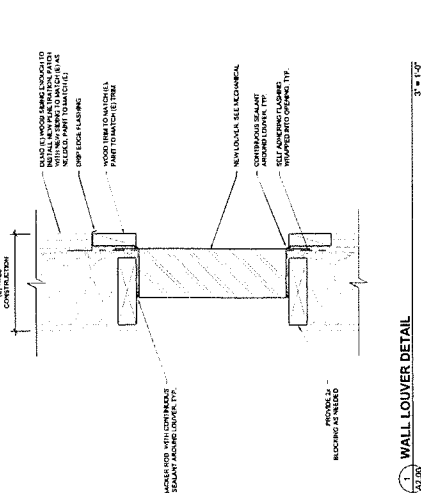
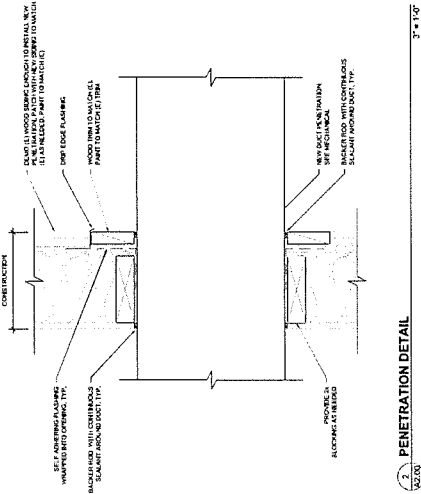
Exhibit A
Plans

[Enclosed]

NO.	REVISION	DATE

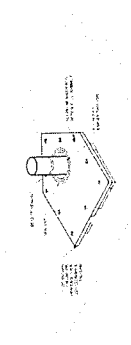
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PROJECT:	HINSBOLT ELEMENTARY SCHOOL HVAC
DRAWN BY:	
CHECKED BY:	
DATE:	

DETAILS

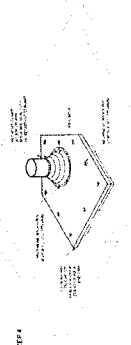


Pipe Penetration - on Rib

STEP 2



STEP 4



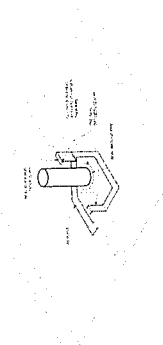
Note: All covers shall be finished with 204 substrate. Flashing shall be topped with 204 base of 3/8" thick.

PIPE PENETRATION DETAIL

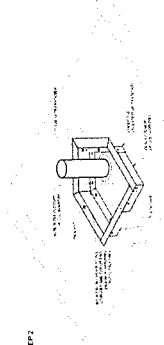
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Pipe Penetration - on Rib

STEP 1



STEP 2



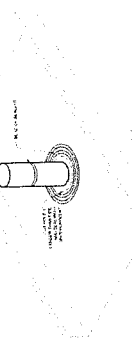
Note: All covers shall be finished with 204 substrate. Flashing shall be topped with 204 base of 3/8" thick.

PIPE PENETRATION DETAIL

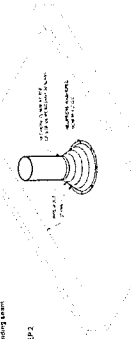
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Pipe Penetration - on Pan

STEP 1



STEP 2



Note: All covers shall be finished with 204 substrate. Flashing shall be topped with 204 base of 3/8" thick.

PIPE PENETRATION DETAIL

N.T.S.



DATE: _____

SCALE: _____

BY: _____

CHECKED: _____

DATE: _____

SCALE: _____

BY: _____

CHECKED: _____

DETAILS

A2.10

BID & PERMIT SET



GRANT SCHOOL DISTRICT
CANYON CITY, OR 97003

HUMBOLDT
ELEMENTARY
SCHOOL HVAC



- NATURE OF SPECIAL INSPECTIONS:**
1. INSPECTION OF THE CONTRACT DOCUMENTS TO VERIFY THAT THE CONTRACT DOCUMENTS ARE COMPLETE AND CORRECT AND THAT THE CONTRACT DOCUMENTS ARE IN ACCORD WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
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- CONTRACTOR RESPONSIBILITIES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SPECIAL INSPECTION TESTS, RECORDING THE RESULTS OF THE TESTS, AND PROVIDING THE RESULTS OF THE TESTS TO THE SPECIAL INSPECTOR.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SPECIAL INSPECTION TESTS, RECORDING THE RESULTS OF THE TESTS, AND PROVIDING THE RESULTS OF THE TESTS TO THE SPECIAL INSPECTOR.
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- STRUCTURAL OBSERVATION:**
1. THE SPECIAL INSPECTOR SHALL BE RESPONSIBLE FOR OBSERVING THE CONSTRUCTION OF THE STRUCTURE AND REPORTING THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
 2. THE SPECIAL INSPECTOR SHALL BE RESPONSIBLE FOR OBSERVING THE CONSTRUCTION OF THE STRUCTURE AND REPORTING THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
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SYSTEM OR MATERIAL	GENERAL - SPECIAL INSPECTIONS		REMARKS
	BASE CODE REFERENCE	FREQUENCY (NOTE 1)	
FOUNDATION	1701.1	1	INSPECTION REQUIRED AT THE TIME OF CONSTRUCTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE CONSTRUCTION OF THE FOUNDATION AND REPORT THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
FOUNDATION	1701.1	1	INSPECTION REQUIRED AT THE TIME OF CONSTRUCTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE CONSTRUCTION OF THE FOUNDATION AND REPORT THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
FOUNDATION	1701.1	1	INSPECTION REQUIRED AT THE TIME OF CONSTRUCTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE CONSTRUCTION OF THE FOUNDATION AND REPORT THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
FOUNDATION	1701.1	1	INSPECTION REQUIRED AT THE TIME OF CONSTRUCTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE CONSTRUCTION OF THE FOUNDATION AND REPORT THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.
FOUNDATION	1701.1	1	INSPECTION REQUIRED AT THE TIME OF CONSTRUCTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE CONSTRUCTION OF THE FOUNDATION AND REPORT THE RESULTS OF THE OBSERVATION TO THE ARCHITECT.

REQUIRED SPECIAL INSPECTIONS BY SEISMIC RESISTANCE				
SYSTEM OR MATERIAL	BASE CODE REFERENCE	FREQUENCY (NOTE 1)		REMARKS
		CONSTRUCTION	POST-CONSTRUCTION	
FOUNDATION	1701.1	1	1	
FOUNDATION	1701.1	1	1	
FOUNDATION	1701.1	1	1	
FOUNDATION	1701.1	1	1	
FOUNDATION	1701.1	1	1	



NO. OF SHEETS	124
TOTAL SHEETS	124
DATE	
BY	
CHECKED BY	
DATE	
APPROVED BY	
DATE	

SPECIAL INSPECTIONS AND TESTING

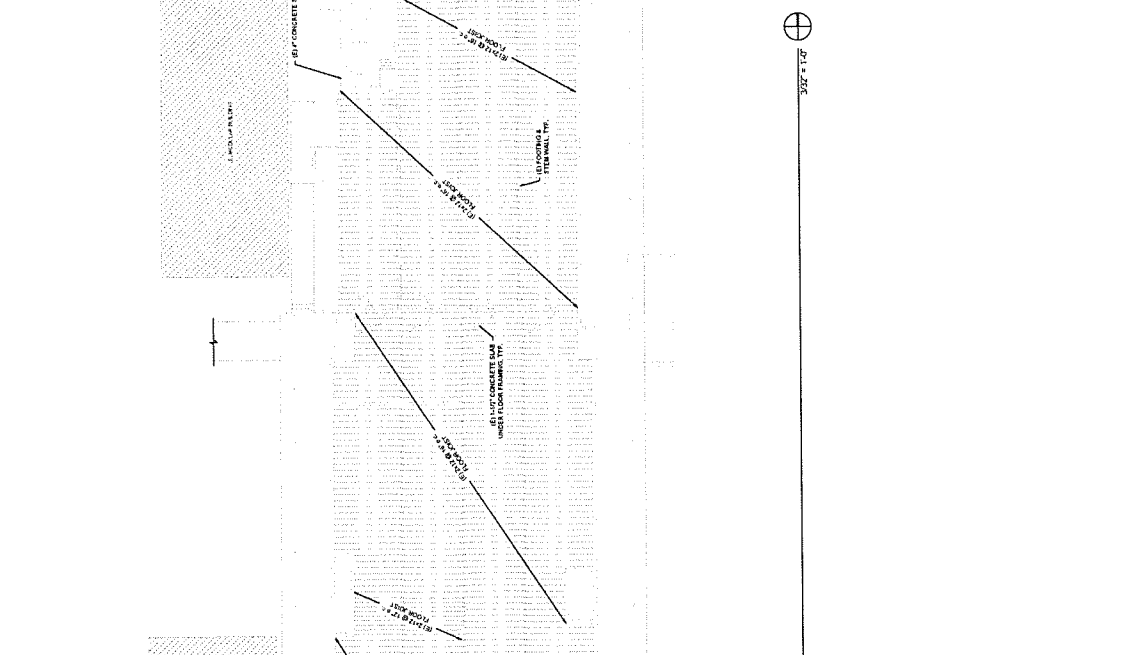
\$0.20



GRANT SCHOOL DISTRICT
SCHOOL CITY, OREGON
HUMPHREYS
ELEMENTARY
SCHOOL HVAC

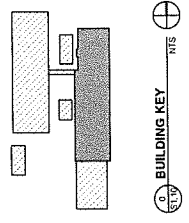


- FOUNDATION PLAN NOTES:**
1. SEE SHEET 1.0 FOR GENERAL NOTES.
 2. SEE SHEET 2.0 FOR FOUNDATION PLAN NOTES.
 3. SEE SHEET 3.0 FOR FOUNDATION PLAN NOTES.
 4. SEE SHEET 4.0 FOR FOUNDATION PLAN NOTES.
 5. SEE SHEET 5.0 FOR FOUNDATION PLAN NOTES.
 6. SEE SHEET 6.0 FOR FOUNDATION PLAN NOTES.
 7. SEE SHEET 7.0 FOR FOUNDATION PLAN NOTES.
 8. SEE SHEET 8.0 FOR FOUNDATION PLAN NOTES.
 9. SEE SHEET 9.0 FOR FOUNDATION PLAN NOTES.
 10. SEE SHEET 10.0 FOR FOUNDATION PLAN NOTES.
- FOUNDATION PLAN KEY NOTES:**
1. CONCRETE FLOOR SLAB TYPE
 2. CONCRETE FLOOR SLAB TYPE
 3. CONCRETE FLOOR SLAB TYPE
 4. CONCRETE FLOOR SLAB TYPE
 5. CONCRETE FLOOR SLAB TYPE
 6. CONCRETE FLOOR SLAB TYPE
 7. CONCRETE FLOOR SLAB TYPE
 8. CONCRETE FLOOR SLAB TYPE
 9. CONCRETE FLOOR SLAB TYPE
 10. CONCRETE FLOOR SLAB TYPE
 11. CONCRETE FLOOR SLAB TYPE
 12. CONCRETE FLOOR SLAB TYPE
 13. CONCRETE FLOOR SLAB TYPE
 14. CONCRETE FLOOR SLAB TYPE
 15. CONCRETE FLOOR SLAB TYPE
 16. CONCRETE FLOOR SLAB TYPE
 17. CONCRETE FLOOR SLAB TYPE
 18. CONCRETE FLOOR SLAB TYPE
 19. CONCRETE FLOOR SLAB TYPE
 20. CONCRETE FLOOR SLAB TYPE



1. PARTIAL FOUNDATION PLAN

3/8" = 1'-0"



BUILDING KEY



3000 S. GARDEN CITY BLVD. SUITE 100
DENVER, CO 80202

HUMBOLT
ELEMENTARY
SCHOOL HVAC

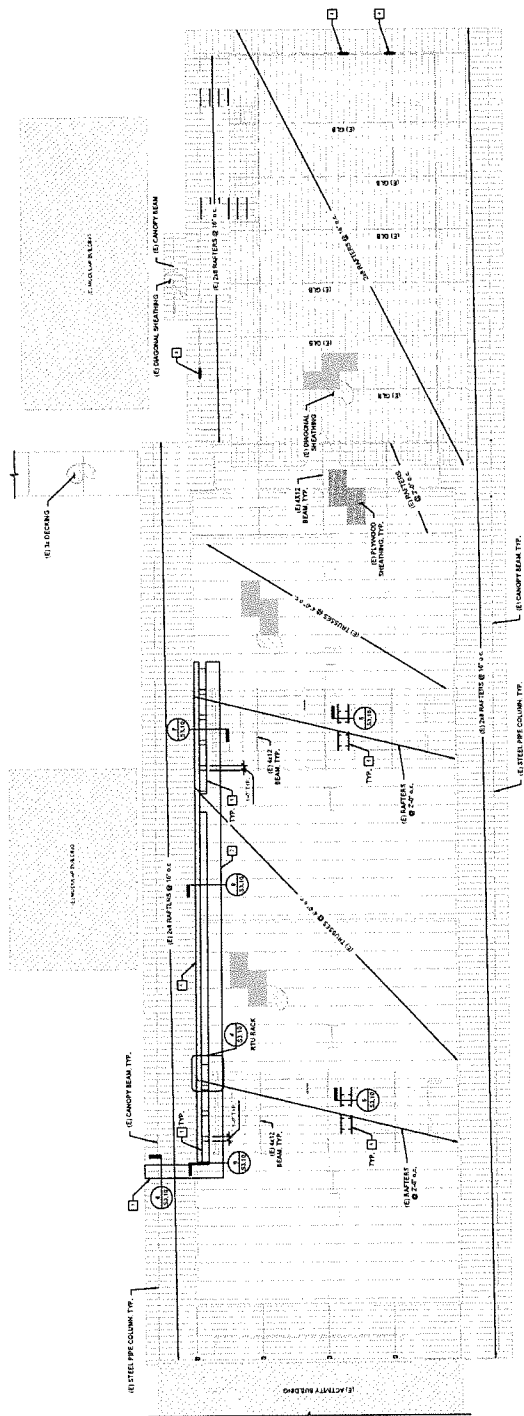


ROOF FRAMING PLAN NOTES:

- 1. SEE PLAN FOR ALL DIMENSIONS.
- 2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

ROOF FRAMING PLAN KEY NOTES:

- 1. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



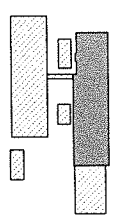
1 PARTIAL ROOF FRAMING PLAN



NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2		
3		
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PARTIAL ROOF
FRAMING PLAN

\$2.10



BUILDING KEY

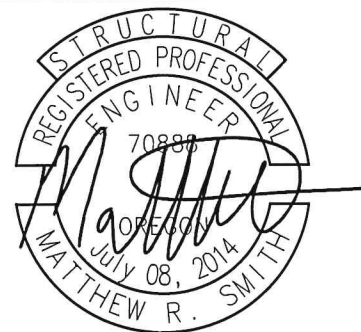
Structural Calculations

Humbolt ES HVAC

329 N Humbolt St
Canyon City, Oregon 97820



Prepared for:
Grant County School District
401 N. Canyon City Blvd.
Canyon City, OR 97820



EXPIRES: 06-30-24



PROJECT: Humbolt ES HVAC PROJECT #: P-2870-23
 CLIENT: Grant County School District
 DATE: 10/2/2023 VERSION: 3.05 DESIGNED BY: BLD

PROJECT INFORMATION

Project	Project Number	P-2870-23
	Project Name	Humbolt ES HVAC
Address	Legal Description of Property	
	Street Address	329 N Humbolt St
	City, State Zip-Code	Canyon City, Oregon 97820
Client	Client	Grant County School District
	Address	401 N. Canyon City Blvd. Canyon City, OR 97820
Contact	Contact	Mark Witty
	Phone	541-575-1799
	Fax	
	Email	markwitty@grantesd.org
Billing	Bill to	Grant County School District
	Billing Address	401 N. Canyon City Blvd. Canyon City, OR 97820

PROJECT DESIGN CRITERIA

Governing Body & Building Type	Building Department	Grant County	
	Governing Codes	Building: 2022 OSSC	ASCE: ASCE 7-16
	Occupancy & Risk Category	Educational III	
Snow Loading	Ground Snow Load	8.00 psf	
	Minimum Roof Snow Load?	Yes	20.00 psf
	Exposure of Roof	Fully Exposed	
	Duration Factor for Wood?	Yes	
Wind Loading	Design Wind Speed	108 mph	LRFD
	Enclosure Classification	Enclosed Buildings	
	Exposure Classification	C	
	Roof Angle	2.5/12	11.77°
	Mean Height	12.00 ft	
	Minimum Building Length	40.00 ft	
	Site Elevation	3,160 ft	
	Topographic Factor (K_{zt})	1.000	
Wind Elevation Factor (K_e)	0.892		
Seismic Loading	Site Soil Classification	Site Class D – Stiff Soil	
	Seismic Design Category	C	
	Acceleration Parameters:	ASCE 7	
	Short-Period	$S_s = 0.310$ g	$S_{DS} = 0.321$
	One Second	$S_1 = 0.123$ g	$S_{D1} = 0.193$
	Seismic Design Values	$I_e = 1.25$	$R_x = 6 \frac{1}{2}$ $C_{sx} = 0.043$ $R_y = 6 \frac{1}{2}$ $C_{sy} = 0.043$
Soil Loading	Geotech Report	No	
	Soil Bearing Pressure	1,500	
	Frost Depth	24.00 in	



PROJECT: Humbolt ES HVAC PROJECT #: P-2870-23
 CLIENT: Grant County School District
 DATE: 9/29/2023 VERSION: 3.05 DESIGNED BY: BLD

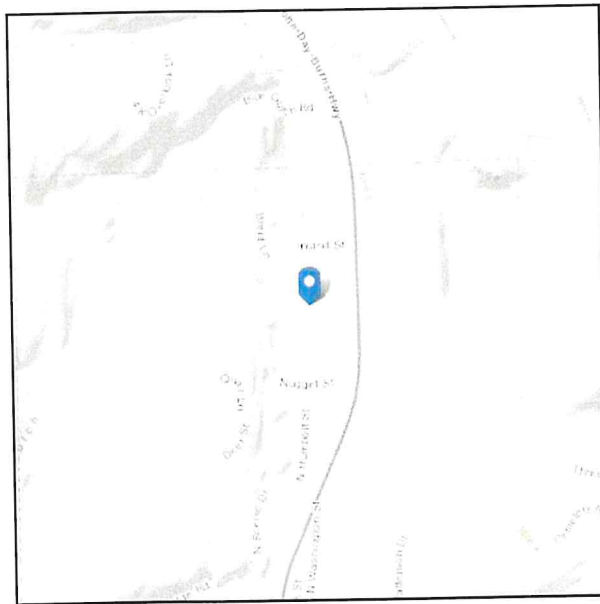
ASCE 7-16 DESIGN WIND SPEED



Address:
 329 N Humbolt St
 Canyon City, Oregon
 97820

ASCE 7 Hazards Report

Standard: ASCE/SEI 7-16 **Latitude:** 44.399275
Risk Category: III **Longitude:** -118.948895
Soil Class: D - Default (see Section 11.4.3) **Elevation:** 0 ft (NAVD 88)



Wind

Results:

Wind Speed	107 Vmph	← USE 108 MPH PER OSSC.
10-year MRI	69 Vmph	
25-year MRI	76 Vmph	
50-year MRI	80 Vmph	
100-year MRI	86 Vmph	

Data Source: ASCE/SEI 7-16, Fig. 26.5-1C and Figs. CC.2-1–CC.2-4, and Section 26.5.2
 Date Accessed: Mon Sep 25 2023

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 3% probability of exceedance in 50 years (annual exceedance probability = 0.000588, MRI = 1,700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

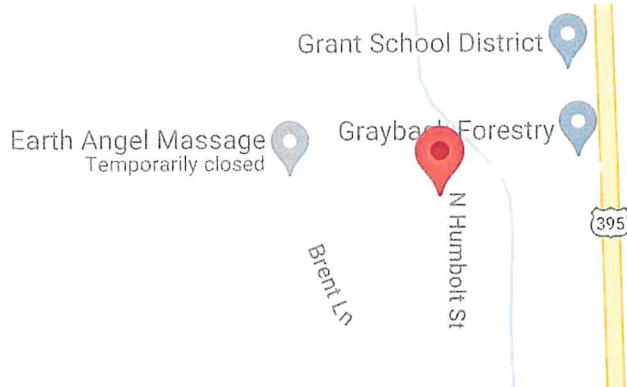


ASCE 7-16 SEISMIC DESIGN CRITERIA



329 N Humbolt St, Canyon City, OR 97820, USA

Latitude, Longitude: 44.4007646, -118.9488919



Map data ©2023

Date	9/25/2023, 4:52:10 PM
Design Code Reference Document	ASCE7-16
Risk Category	III
Site Class	D - Default (See Section 11.4.3)

Type	Value	Description
S_S	0.31	MCE_R ground motion. (for 0.2 second period)
S_1	0.123	MCE_R ground motion. (for 1.0s period)
S_{MS}	0.481	Site-modified spectral acceleration value
S_{M1}	0.289	Site-modified spectral acceleration value
S_{DS}	0.32	Numeric seismic design value at 0.2 second SA
S_{D1}	0.193	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	C	Seismic design category
F_a	1.552	Site amplification factor at 0.2 second
F_v	2.354	Site amplification factor at 1.0 second
PGA	0.139	MCE_G peak ground acceleration
F_{PGA}	1.522	Site amplification factor at PGA
PGA_M	0.211	Site modified peak ground acceleration
T_L	16	Long-period transition period in seconds
$SsRT$	0.31	Probabilistic risk-targeted ground motion. (0.2 second)
$SsUH$	0.34	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
$S1RT$	0.123	Probabilistic risk-targeted ground motion. (1.0 second)
$S1UH$	0.136	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
$S1D$	0.6	Factored deterministic acceleration value. (1.0 second)
PGA_d	0.5	Factored deterministic acceleration value. (Peak Ground Acceleration)



SNOW LOADS

Site & Building Design Criteria

Ground Snow Load, p_g = 8.00 psf Exposure of Roof = Fully Exposed
Snow Density, γ = 15.04 pcf Exposure Category = C
Importance Factor, I_s = 1.10 Exposure Factor, C_e = 0.90

Flat & Sloped Roof Snow Loads

Roof	Roof Slope		Obstructed	Rain on Snow?	Thermal Factor C_t	Slope Factor C_s	Flat Roof SL p_f (psf)	Sloped Roof SL p_s (psf)
	X:12	θ°						
1	2.5	11.77	Yes	No	1.1	1.00	22.00	22.00



PROJECT: Humbolt ES HVAC

PROJECT #: P-2870-23

CLIENT: Grant County School District

DATE: 9/29/2023

VERSION: 3.05

DESIGNED BY: BLD

SEAO GROUND SNOW LOAD

Oregon Snow Loading

The design ground snow of any location in the state of Oregon may be determined by entering the latitude and longitude of your site into the boxes below. The tool provides the design ground snow load (pg in ASCE7*) for your site. The design ground snow load values can also be viewed on the online map. Users are strongly recommended to review the Map Usage Notes.

Ground snow loads are very sensitive to geographic location, and particularly sensitive to elevation. It is recommended that the latitude and longitude values be entered with a precision of 0.001 (about 105 yards).

* ASCE Standard (ASCE/SEI 7-10) *Minimum Design Loads for Buildings and Other Structures* published by the American Society of Civil Engineers.

Latitude - Longitude Lookup

Results

Latitude: 44.40076460

Longitude: -118.94889190

Snow Load: 8.0 psf

Modeled Elevation: 3307 ft

Site Elevation versus Modeled Grid Elevation

Site elevation refers to the elevation (above sea level, in feet) of the location for which the snow load is required. The modeled grid elevation is the average elevation of the 4 km (about 2-1/2 miles) grid cell that was used in the snow load modeling. In relatively flat terrain, the two elevations will likely be the same or very similar. In sloped or mountainous terrain, the two elevations may be quite different.

The design ground snow load may be underreported for some locations where the site elevation is higher than the modeled grid elevation. Consult the Map Usage Notes if your site elevation is more than 100 ft. above the modeled grid elevation shown, or if your site is at or near the top of a hill.

Oregon Design Ground Snow Load Look Up Results

It is important that the user of this tool understand the principals and limitations of the modeling used to create it. Ground snow loads can vary dramatically over short distances due to changes in precipitation and elevation. It is critical to use good engineering judgment when interpreting and using the results reported by this tool. The user is recommended to review the online map, to gain a better understanding of the variations and range of magnitudes of the ground snow loads in the vicinity of the site location.

In remote regions at high elevation, reliable snow data was not available during the creation of the map. A site-specific case study is required to determine the design ground snow load in these areas. The ground snow load values on the map are based on extrapolation, and are not recommended for design. See the Map Usage Notes for the regions that require a site-specific case study.

It is recommended that the local building official having jurisdiction at the site be consulted for minimum design ground snow or roof snow loads.

The reported design ground snow loads must be adjusted as required by Chapter 7 of ASCE7* for site exposure, roof slope, roof configuration, etc. Only the properly adjusted loads can be used to design roof structural elements.

Oregon requires a minimum roof snow load of 20 psf (pm in ASCE7*) for all roofs, plus a 5 psf rain-on-snow surcharge for many roof types, resulting in a 25 psf minimum roof design load for most roofs. See the Map Usage Notes or *Snow Load Analysis for Oregon, Part II* for further information.

* ASCE Standard (ASCE/SEI 7-10) *Minimum Design Loads for Buildings and Other Structures* published by the American Society of Civil Engineers.



PROJECT: Humbolt ES HVAC

PROJECT #: P-2870-23

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GRAVITY LOADS

Roof Dead Load	Load (psf)
Roofing Type: Standing Seam Metal	2.0
Sheathing: 1/2" Plywood Sheathing	1.4
Sheathing: 1x6 T&G Decking	2.2
Roof Framing: 2x10 @ 24 OC	1.7
Insulation: 12" Batt Insulation	0.5
Ceiling: 1/2" Gyp	2.2
Misc: Misc.	2.5
Total:	12.4 psf
Slope Correction	Use Sloped: 12.5 psf
3/12 0.98	Use Flat: 13.0 psf

Roof Live Load	Load (psf)
Snow	Use: 22.0 psf
Live	Use: 20.0 psf



SEISMIC DEMANDS ON NONSTRUCTURAL COMPONENTS

GROUND UNITS

Seismic Design Criteria

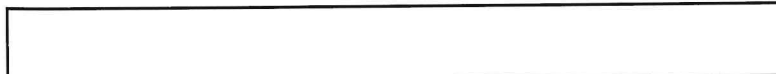
Building Occupancy Risk Category	Risk Category =	III	Table 1.5-1
Seismic Importance Factor (I_p)	$I_p =$	1.00	Table 1.5-2
Site Soil Classification	Site Class =	D	11.4.2
Structure Height (h_n)	$h_n =$	12.00 ft	12.8.2.1
Attachment Height (z)	$z =$	0.00 ft	
Short-Period Acceleration Parameter (S_S)	$S_S =$	0.310 g	11.4.1
One Second Acceleration Parameter (S_1)	$S_1 =$	0.123 g	
Seismic Design Category (SDC)	SDC =	C	11.6
Long-Period Transition Period (T_L)	$T_L =$	16 sec	12.8.1.1
Regular Structure Less than 5 Stories, w/ Redundancy Factor =1.0 ?		Yes	12.8.1.3
Site Adjusted Short-Period Acceleration (S_{MS})	$S_{MS} = F_a S_S$	$S_{MS} = 0.481$ g	11.4.3
Site Adjusted One Second Acceleration (S_{M1})	$S_{M1} = F_v S_1$	$S_{M1} = 0.290$ g	
Design Short-Period Acceleration (S_{DS})	$S_{DS} = (\frac{2}{3}) S_{MS}$	$S_{DS} = 0.321$ g	11.4.4
Design One Second Acceleration (S_{D1})	$S_{D1} = (\frac{2}{3}) S_{M1}$	$S_{D1} = 0.193$ g	
Approximate Fundamental Period, conservative (T_a)	$T_a = 0.02 * h_n^{0.75}$	$T_a = 0.129$ sec	12.8.2.1
(For All Other Structural Systems)			

Seismic Response Coefficient: Nonstructural Component

Architectural Component	Include Overstrength Factor? Yes			13.3.1 Table 13.5-1
	a_p^a	R_p	Ω_o^c	
Air-side HVACR, fans, air handlers, air conditioning units, cabinet heaters, air distribution boxes, and other mechanical components constructed of sheet metal framing	2 1/2	6	2	
Horizontal Seismic Coefficient Minimum ($C_{c min}$)			$C_{c min} = 0.096$	13.3-3
Horizontal Seismic Coefficient Maximum ($C_{c max}$)			$C_{c max} = 0.513$	13.3-2
Horizontal Seismic Coefficient (C_c) (ASD)			$C_c = 0.096$	13.3-1
Vertical Seismic Coefficient (C_{cv}) (ASD)	$C_{cv} = 0.2 * S_{DS}$		$C_{cv} = 0.064$	13.3.1

$$C_{c min} = 0.3 S_{DS} I_p \quad C_{c max} = 1.6 S_{DS} I_p \quad C_c = \frac{0.4 a_p S_{DS}}{\left(\frac{R_p}{I_p}\right)} \left(1 + 2 \frac{z}{h}\right)$$

Equipment Weight (W)	$W =$	278.00 lbs
Horizontal Seismic Force (F_h)	$\Omega * F_h =$	53.50 lbs
Vertical Seismic Force (F_v)	$\Omega * F_v =$	35.67 lbs





PROJECT: Humbolt ES HVAC
CLIENT: Grant County School District

PROJECT #: P-2870-23

DATE: 9/29/2023

VERSION: 3.05

DESIGNED BY: BLD

SEISMIC LOADS ON GROUND EQUIPMENT

Ground Equipment

Length of Equipment (L)	$L =$	7.39 ft
Depth of Equipment (D)	$D =$	4.44 ft
Height of Equipment (H)	$H =$	3.91 ft
Weight of Equipment (W)	$W =$	1239 lbs

Seismic Forces on Equipment

Horizontal Seismic Coefficient (C_c)	$C_c =$	0.096
Vertical Seismic Coefficient (C_{cv})	$C_{cv} =$	0.064
Horizontal Seismic Force (F_H)	$F_H =$	119 lbs
Vertical Seismic Force (F_V)	$F_V =$	79 lbs

Overturning Moment

Center of Force	$H_c =$	1.96 ft
Overturning Moment	$M_o =$	233 ft-lbs

Resistive Moment

Center of Force	$D_c =$	2.22 ft
Resistive Moment	$M_R =$	2751 ft-lbs

$M_R > M_o$ No Net Overturning

Net Tension per Anchor

Dead Load Per Anchor	$DL =$	310 lbs
Seismic Vertical Force Per Anchor	$F_V =$	40 lbs
	$T =$	0 lbs

Net Shear per Anchor

$V =$ 30 lbs



SEISMIC DEMANDS ON NONSTRUCTURAL COMPONENTS

ROOFTOP UNITS

Seismic Design Criteria

Building Occupancy Risk Category	Risk Category =	III	Table 1.5-1
Seismic Importance Factor (I_p)	$I_p =$	1.00	Table 1.5-2
Site Soil Classification	Site Class =	D	11.4.2
Structure Height (h_n)	$h_n =$	12.00 ft	12.8.2.1
Attachment Height (z)	$z =$	12.00 ft	
Short-Period Acceleration Parameter (S_s)	$S_s =$	0.310 g	11.4.1
One Second Acceleration Parameter (S_1)	$S_1 =$	0.123 g	
Seismic Design Category (SDC)	SDC =	C	11.6
Long-Period Transition Period (T_L)	$T_L =$	16 sec	12.8.1.1
Regular Structure Less than 5 Stories, w/ Redundancy Factor =1.0 ?		Yes	12.8.1.3
Site Adjusted Short-Period Acceleration (S_{MS})	$S_{MS} = F_a S_s$	$S_{MS} = 0.481$ g	11.4.3
Site Adjusted One Second Acceleration (S_{M1})	$S_{M1} = F_v S_1$	$S_{M1} = 0.290$ g	
Design Short-Period Acceleration (S_{DS})	$S_{DS} = (\frac{2}{3}) S_{MS}$	$S_{DS} = 0.321$ g	11.4.4
Design One Second Acceleration (S_{D1})	$S_{D1} = (\frac{2}{3}) S_{M1}$	$S_{D1} = 0.193$ g	
Approximate Fundamental Period, conservative (T_a) (For All Other Structural Systems)	$T_a = 0.02 * h_n^{0.75}$	$T_a = 0.129$ sec	12.8.2.1

Seismic Response Coefficient: Nonstructural Component

Architectural Component	Include Overstrength Factor?			Reference
	a_p^a	R_p	Ω_o^c	
Roof-mounted stacks, cooling and electrical towers laterally braced below their center of mass	2 1/2	3	2	13.3.1 Table 13.5-1
Horizontal Seismic Coefficient Minimum ($C_{c min}$)			$C_{c min} = 0.096$	13.3-3
Horizontal Seismic Coefficient Maximum ($C_{c max}$)			$C_{c max} = 0.513$	13.3-2
Horizontal Seismic Coefficient (C_c)			$C_c = 0.321$	13.3-1
Vertical Seismic Coefficient (C_{cv})	$C_{cv} = 0.2 * S_{DS}$		$C_{cv} = 0.064$	13.3.1

$$C_{c min} = 0.3 S_{DS} I_p \quad C_{c max} = 1.6 S_{DS} I_p \quad C_c = \frac{0.4 a_p S_{DS}}{\left(\frac{R_p}{I_p}\right)} \left(1 + 2 \frac{z}{h}\right)$$

Equipment Weight (W)	$W = 278.00$ lbs
Horizontal Seismic Force (F_h)	$F_h = 89.17$ lbs
Vertical Seismic Force (F_v)	$F_v = 17.83$ lbs

WIND CONTROLS



WIND LOADS ON ROOFTOP EQUIPMENT

TRANSVERSERS LOADING

Building Data

Structure Type:	Rooftop Equipment	Table 26.6-1
Exposure Category:	C	
Mean Roof Height:	12.00 ft	
Elevation	3,160 ft	

Velocity Pressure

Velocity Pressure Exposure Coefficient (K_z)	K _z =	0.85	Table 26.10-1
Topographic Factor (K_{zt})	K _{zt} =	1.00	Figure 26.8-1
Wind Directionality Factor (K_d)	K _d =	0.85	Table 26.6-1
Ground Elevation Factor (K_e)	K _e =	0.89	Table 26.9-1
Basic Wind Speed (V)	V =	108 mph	26.5.1
Velocity Pressure (q_z)	q _z =	19.24 psf	26.10-1

Rooftop Equipment

Length of Equipment (B)	B =	3.50 ft	
Height of Equipment (L)	L =	4.42 ft	
Height from Ground to Top of Equipment (h)	h =	19.00 ft	
Vertical Projected Area (A _f)	A _f =	15.46 ft ²	
Horizontal Projected Area (A _r)	A _r =	3.79 ft ²	

Horizontal Force on Equipment			Vertical Force on Equipment			
		(GC _r) _h			(GC _r) _v	
$0.1 \cdot B \cdot h =$	6.65	1.90	$0.1 \cdot B \cdot L =$	1.55	1.50	
$B \cdot h =$	66.50	1.00	$B \cdot L =$	15.46	1.00	
$A_f =$	15.46	1.77	$A_r =$	3.79	1.42	

Horizontal Wind Pressure (p_h)	p _h =	34.01 psf	
Vertical Wind Pressure (p _v)	p _v =	27.31 psf	

Horizontal Wind Force (F _h)	$F_h = q_h(GC_r)_h A_f$	F _h =	526 lbs	29.4-2
Vertical Wind Force (F _v)	$F_v = q_h(GC_r)_v A_v$	F _v =	104 lbs	29.4-3



WIND LOADS ON ROOFTOP EQUIPMENT

LONGITUDINAL LOADING

Building Data

Structure Type:	Rooftop Equipment	Table 26.6-1
Exposure Category:	C	
Mean Roof Height:	12.00 ft	
Elevation	3,160 ft	

Velocity Pressure

Velocity Pressure Exposure Coefficient (K_z)	$K_z =$	0.85	Table 26.10-1
Topographic Factor (K_{zt})	$K_{zt} =$	1.00	Figure 26.8-1
Wind Directionality Factor (K_d)	$K_d =$	0.85	Table 26.6-1
Ground Elevation Factor (K_e)	$K_e =$	0.89	Table 26.9-1
Basic Wind Speed (V)	$V =$	108 mph	26.5.1
Velocity Pressure (q_z)	$q_z =$	19.24 psf	26.10-1

Rooftop Equipment

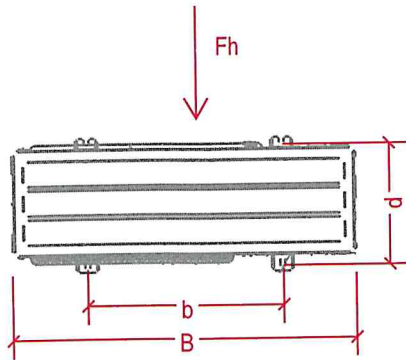
Length of Equipment (B)	$B =$	1.00 ft	
Height of Equipment (L)	$L =$	4.42 ft	
Height from Ground to Top of Equipment (h)	$h =$	19.00 ft	
Vertical Projected Area (A_f)	$A_f =$	4.42 ft ²	
Horizontal Projected Area (A_r)	$A_r =$	1.08 ft ²	

Horizontal Force on Equipment		Vertical Force on Equipment		29.4.1
$(GC_r)_h$		$(GC_r)_v$		
$0.1*B*h =$	1.90	$0.1*B*L =$	0.44	
$B*h =$	19.00	$B*L =$	4.42	
$A_f =$	4.42	$A_r =$	1.08	
	1.90		1.50	
	1.00		1.00	
	1.77		1.42	

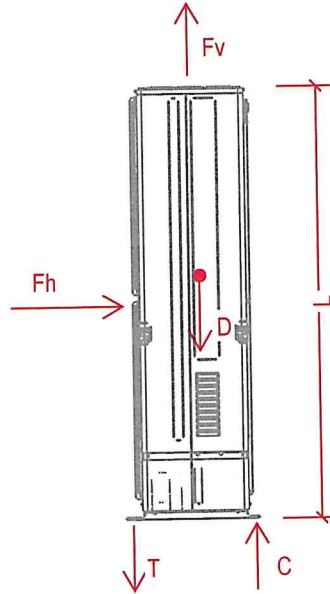
Horizontal Wind Pressure (p_h)	$p_h =$	34.01 psf	
Vertical Wind Pressure (p_v)	$p_v =$	27.31 psf	

Horizontal Wind Force (F_h)	$F_h = q_h(GC_r)_h A_f$	$F_h =$	150 lbs	29.4-2
Vertical Wind Force (F_v)	$F_v = q_h(GC_r)_v A_v$	$F_v =$	30 lbs	29.4-3

RTU ROOFTOP RACK DESIGN



PLAN VIEW



ELEVATION VIEW

DIMENSIONS

B = 42"
 L = 53"
 d = 14.5"
 b = 23.5"

LOADS

D = 278 LBS
 Fh = 526 LBS
 Fv = 104 LBS

WIND LOAD REACTIONS

$$T_{wind} = (L/2 * F_h + d/2 * F_v) / d$$

$$T_{wind} = ((42"/2) * (526 \text{ LBS}) + (14.5"/2) * (104 \text{ LBS})) / (14.5")$$

$$T_{wind} = 813.79 \text{ LBS}$$

Twind = 406.89 LBS PER ANCHOR

$$C_{wind} = T_{wind} - F_v$$

$$C_{wind} = (813.79 \text{ LBS}) - (104 \text{ LBS})$$

$$C_{wind} = 709.79 \text{ LBS}$$

Cwind = 354.89 LBS PER ANCHOR

ASD FACTORED VERTICAL REACTIONS

0.6D+0.6W:

$$T = 0.6 * T_{dead} + 0.6 * T_{wind}$$

$$T = 0.6 * (-139 \text{ LBS}) + 0.6 * (813.79 \text{ LBS})$$

$$T = 404.87 \text{ LBS}$$

T = 202.43 LBS PER ANCHOR

1.0D+0.6W:

$$C = 1.0 * C_{dead} + 0.6 * C_{wind}$$

$$C = 1.0 * (139 \text{ LBS}) + 0.6 * (709.79 \text{ LBS})$$

$$C = 564.87 \text{ LBS}$$

C = 282.43 LBS PER ANCHOR

DEAD LOAD REACTIONS

$$T_{dead} = -((d/2) * D) / d$$

$$T_{dead} = -((14.5"/2) * (278 \text{ LBS})) / (14.5")$$

$$T_{dead} = -139 \text{ LBS}$$

Tdead = -69.5 LBS PER ANCHOR

$$C_{dead} = T_{dead} + D$$

$$C_{dead} = (-139 \text{ LBS}) + (278 \text{ LBS})$$

$$C_{dead} = 139 \text{ LBS}$$

Cdead = 69.5 LBS PER ANCHOR

ASD FACTORED SHEAR REACTIONS

1.0D+0.6W:

$$V = 0.6 * F_h$$

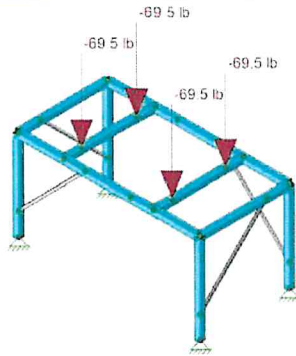
$$V = 0.6 * (526 \text{ LBS})$$

$$V = 336 \text{ LBS}$$

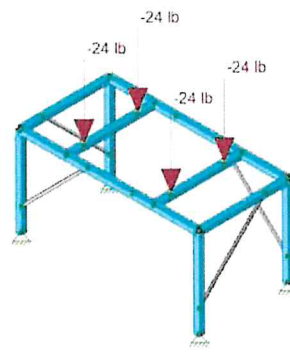
V = 84 LBS PER ANCHOR

RISA ROOFTOP RACK DESIGN

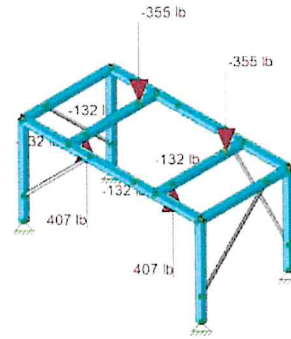
LOADING



DEAD LOAD

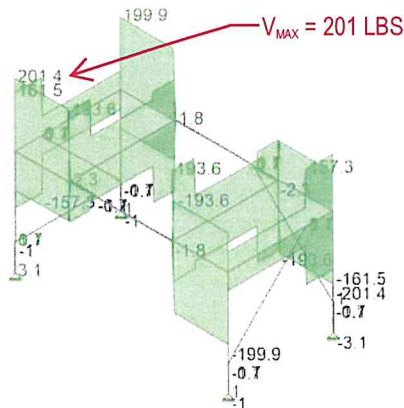


SNOW LOAD

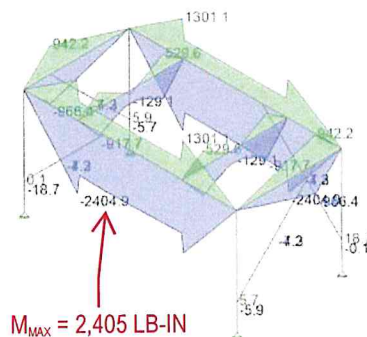


WIND LOAD

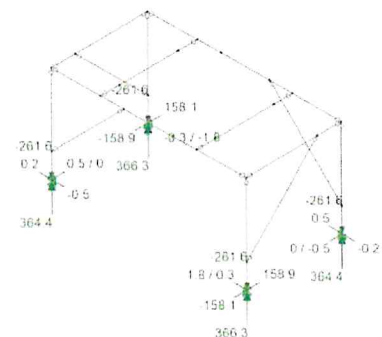
FORCES AND REACTIONS



ENVELOPE DESIGN SHEARS (LBS)



ENVELOPE DESIGN MOMENTS (LB-IN)



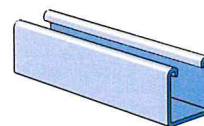
ENVELOPE DESIGN REACTIONS (LBS)

DESIGN CHECKS

Load - P1026	Channel Thickness		
	12 ga.	14 ga.	16 ga.
Lbs	1,500	1,000	750
kN	6.67	4.45	3.34

$V_A = 1,500 \text{ LBS}$

UNISTRUT FITTING P1026



W/100 Ft: 189 Lbs (281 kg/100 m)
 Allowable Moment 5,070 In-Lbs (570 N·m)
 12 Gauge Nominal Thickness .105" (2.7mm)

UNISTRUT P1000

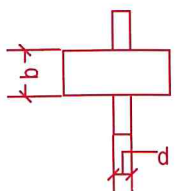
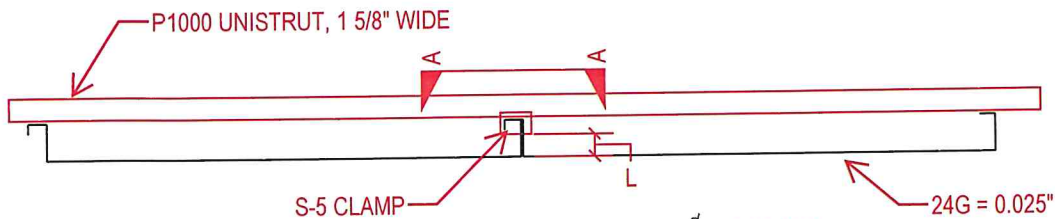
$$V_{MAX} / V_A = (201 \text{ LBS}) / (1,500 \text{ LBS}) = 0.13 < 1.00 \rightarrow \text{OK}$$

$$M_{MAX} / M_A = (2,405 \text{ LB-IN}) / (5,070 \text{ LB-IN}) = 0.47 < 1.00 \rightarrow \text{OK}$$



S-5 BEARING DESIGN

CHECK METAL ROOF SEAM BUCKLING CAPACITY



SECTION A-A

$d = 2 \times 0.025 = 0.050$
 $b = 1.625$
 $L = 1.25$
 $A_g = 0.08125 \text{ IN}^2$
 $K = 2$
 $F_y = 47 \text{ KSI}$
 $E = 29,000 \text{ KSI}$

$$r = \frac{d}{\sqrt{12}} = 0.0144 \text{ IN}$$

$$\frac{KL}{r} = 173.61$$

$$4.71 \sqrt{\frac{E}{F_y}} = 117$$

$$F_e = \frac{\pi^2 E}{\left(\frac{KL}{r}\right)^2} = 9.496 \text{ KSI} \quad (\text{E3-4})$$

$$\text{When } \frac{KL}{r} > 4.71 \sqrt{\frac{E}{F_y}} \quad F_{cr} = 0.877 F_e = 8.328 \text{ KSI} \quad (\text{E3-3})$$

$$P_n = F_{cr} A_g = 0.676 \text{ K} \quad (\text{E3-1})$$

$$\Omega = 1.67 \quad P_a = P_n / \Omega = 0.405 \text{ K}$$

USE $P_a = 400 \text{ LBS PER CLAMP}$

WALKWAY LOADING

CLAMP SPACING:
 PARALLEL TO SEAM = 21"
 PERPENDICULAR TO SEAM = 32"
 TRIBUTARY AREA, A = 4.67 SQ. FT

LOADING:
 D = 13PSF
 Lr = 20PSF
 S = 22PSF

POINT LOAD:
 $A^*D = 60.6 \Rightarrow 61 \text{ LBS}$
 $A^*Lr = 93.3 \Rightarrow 94 \text{ LBS}$
 $A^*S = 102.6 \Rightarrow 103 \text{ LBS}$

$$P = 61 \text{ LBS} + 103 \text{ LBS}$$

$$\mathbf{P = 164 \text{ LBS} < P_a}$$

ROOFTOP RACK TRANSVERSE LOADING

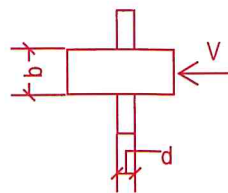
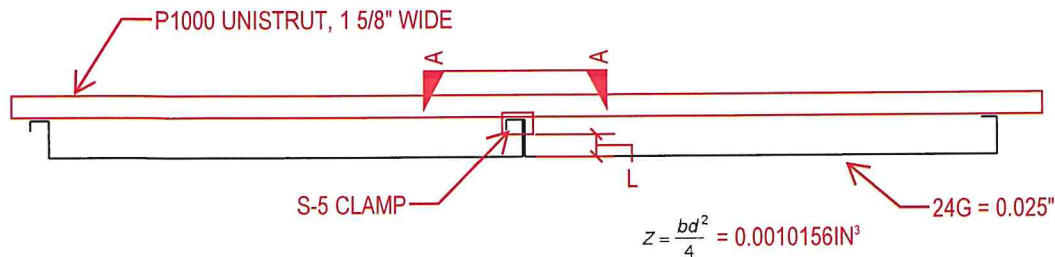
RISA ROOFTOP RACK VERTICAL REACTIONS:
 DL = 84.6 LBS
 SL = 24.0 LBS
 WL+Z = 469.4 LBS
 WL-Z = -522.3 LBS

RACK REACTION AT EACH LEG:
 $P = DL + 0.6WL$
 $P = 84.6 \text{ LBS} + 0.6 \times 469.4 \text{ LBS}$

$$\mathbf{P = 366 \text{ LBS} < P_a}$$

S-5 BEARING DESIGN CONT.

CHECK METAL ROOF SEAM BENDING CAPACITY



$d = 2 * 0.025" = 0.050"$
 $b = 1.625"$
 $L = 1.25"$

$F_y = 47\text{KSI}$

$M_n = M_p = F_y Z = 0.0477\text{K-IN (F11-1)}$

$\Omega_b = 1.67 \quad M_a = M_n / \Omega_b = 28.58\text{LB-IN}$

$V_a = M_a / L = 22.87\text{ LBS}$

USE $V_a = 20\text{LBS PER CLAMP}$

ROOFTOP RACK LONGITUDINAL LOADING

ROOFTOP RACK SHEAR REACTIONS:

$W = 150\text{ LBS}$
 $\dot{W} = 37.5\text{ LBS PER LEG}$

RACK REACTION AT EACH LEG:

OF CLAMPS = 1.5
 $V = 0.6 * W / (\text{\# OF CLAMPS})$
 $V = 15\text{ LBS}$

$V = 15\text{ LBS} < V_a$



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 29 SEP 2023, 2:42PM

Wood Beam

Project File: p-2870-23 - humbolt es hvac.ec6

LIC#: KW-06014690, Build:20.23.08.30

ZCS, INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: (E) 2x4 SLEEPER w/ S-5 CLAMP POINT LOAD

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios										Moment Values			Shear Values		
			M	V	CD	CM	C _t	CLx	C _F	C _{fu}	C _i	C _r	M	fb	F'b	V	fv	F'v
Length = 4.0 ft	1	0.724	0.137	1.15	1.00	1.00	1.00	1.500	1.10	1.00	1.15	0.17	1,580.2	2,182.1	0.10	28.3	207.0	
+0.60D					1.00	1.00	1.00	1.500	1.10	1.00	1.15			0.0	0.00	0.0	0.0	
Length = 4.0 ft	1	0.173	0.036	1.60	1.00	1.00	1.00	1.500	1.10	1.00	1.15	0.06	524.3	3,036.0	0.04	10.3	288.0	

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+S	1	0.2869	2.015		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	0.117	0.117
Max Upward from Load Combinations	0.117	0.117
Max Upward from Load Cases	0.065	0.065
D Only	0.065	0.065
+D+Lr	0.112	0.112
+D+S	0.117	0.117
+D+0.750Lr	0.100	0.100
+D+0.750S	0.104	0.104
+0.60D	0.039	0.039
Lr Only	0.047	0.047
S Only	0.052	0.052



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 26 SEP 2023, 11:11AM

Wood Beam

Project File: p-2870-23 - humbolt es hvac.ec6

LIC# : KW-06014690, Build:20.23.08.30

ZCS, INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: (E) 2x10 RAFTER SS w/ RTU WL+Z

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
 Load Combination Set : ASCE 7-16

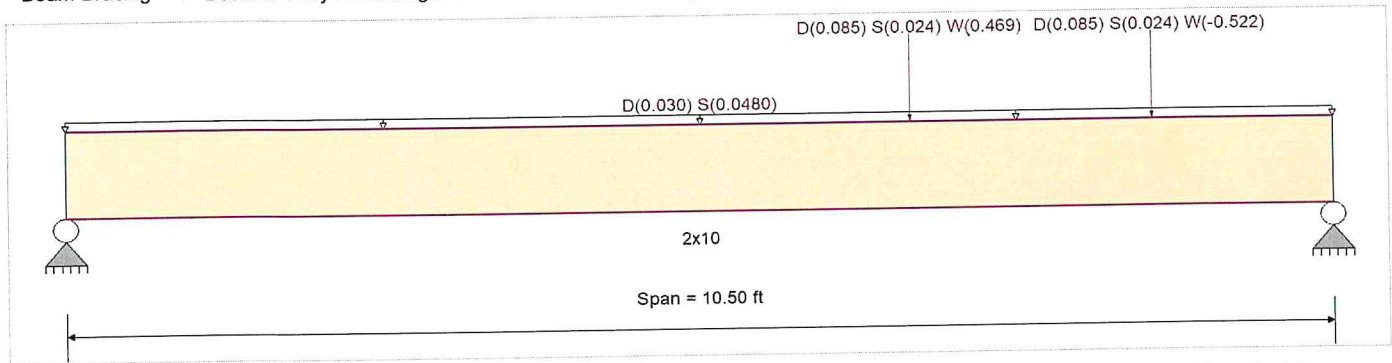
Material Properties

Analysis Method : Allowable Stress Design
 Load Combination : ASCE 7-16

Wood Species : Douglas Fir - Larch
 Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi	E : Modulus of Elasticity	
Fb -	900.0 psi	Ebend- xx	1,600.0ksi
Fc - Prll	1,350.0 psi	Eminbend - xx	580.0ksi
Fc - Perp	625.0 psi		
Fv	180.0 psi		
Ft	575.0 psi	Density	31.210pcf
		Repetitive Member Stress Increase	



Service loads entered. Load Factors will be applied for calculations.

Applied Loads

Beam self weight NOT internally calculated and added

Loads on all spans...

Uniform Load on ALL spans : D = 0.0150, S = 0.0240 ksf, Tributary Width = 2.0 ft
 Point Load : D = 0.0850, S = 0.0240, W = 0.4690 k @ 7.0 ft, (RTU WL+Z)
 Point Load : D = 0.0850, S = 0.0240, W = -0.5220 k @ 9.0 ft, (RTU WL+Z)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.585	1	Maximum Shear Stress Ratio	=	0.269	: 1
Section used for this span		2x10		Section used for this span		2x10	
fb: Actual	=	765.59psi		fv: Actual	=	55.76 psi	
F'b	=	1,309.28psi		F'v	=	207.00 psi	
Load Combination		+D+S		Load Combination		+D+S	
Location of maximum on span	=	5.901ft		Location of maximum on span	=	9.734 ft	
Span # where maximum occurs	=	Span # 1		Span # where maximum occurs	=	Span # 1	
Maximum Deflection							
Max Downward Transient Deflection		0.091 in	Ratio =	1377	>=180	Span: 1 : S Only	
Max Upward Transient Deflection		0 in	Ratio =	0	<180	n/a	
Max Downward Total Deflection		0.172 in	Ratio =	731	>=120	Span: 1 : +D+S	
Max Upward Total Deflection		0 in	Ratio =	0	<120	n/a	

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios										Moment Values			Shear Values			
			M	V	CD	CM	C _t	CLx	C _F	C _{fu}	C _i	C _r	M	fb	F'b	V	fv	F'v	
D Only	Length = 10.50 ft	1	0.358	0.176	0.90	1.00	1.00	1.00	1.100	1.00	1.00	1.15	0.65	366.5	1,024.7	0.0	0.00	0.0	0.0
+D+S	Length = 10.50 ft	1	0.585	0.269	1.15	1.00	1.00	1.00	1.100	1.00	1.00	1.15	1.36	765.6	1,309.3	0.0	0.00	0.0	0.0
+D+0.750S	Length = 10.50 ft	1	0.508	0.237	1.15	1.00	1.00	1.00	1.100	1.00	1.00	1.15	1.19	664.9	1,309.3	0.0	0.00	0.0	0.0
+D+0.60W	Length = 10.50 ft	1	0.306	0.146	1.60	1.00	1.00	1.00	1.100	1.00	1.00	1.15	0.99	557.2	1,821.6	0.0	0.00	0.0	0.0



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 26 SEP 2023, 11:11AM

Wood Beam

Project File: p-2870-23 - humbolt es hvac.ec6

LIC# : KW-06014690, Build:20.23.08.30

ZCS, INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: (E) 2x10 RAFTER SS w/ RTU WL+Z

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios										Moment Values			Shear Values		
			M	V	CD	CM	C _t	CLx	C _F	C _{fu}	C _i	C _r	M	f _b	F _b	V	f _v	F _v
+D+0.450W						1.00	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 10.50 ft	1		0.280	0.124	1.60	1.00	1.00	1.00	1.100	1.00	1.00	1.15	0.91	509.2	1,821.6	0.33	35.7	288.0
+D+0.750S+0.450W						1.00	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 10.50 ft	1		0.436	0.178	1.60	1.00	1.00	1.00	1.100	1.00	1.00	1.15	1.42	794.4	1,821.6	0.47	51.2	288.0
+0.60D+0.60W						1.00	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 10.50 ft	1		0.226	0.122	1.60	1.00	1.00	1.00	1.100	1.00	1.00	1.15	0.73	411.1	1,821.6	0.33	35.2	288.0
+0.60D						1.00	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 10.50 ft	1		0.121	0.059	1.60	1.00	1.00	1.00	1.100	1.00	1.00	1.15	0.39	219.9	1,821.6	0.16	17.1	288.0

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+S	1	0.1722	5.403		0.0000	0.000

Support notation : Far left is #1

Values in KIPS

Vertical Reactions

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	0.461	0.576
Max Upward from Load Combinations	0.461	0.576
Max Upward from Load Cases	0.263	0.289
Max Downward from all Load Conditio		-0.135
Max Downward from Load Cases (Resis		-0.135
D Only	0.198	0.287
+D+S	0.461	0.576
+D+0.750S	0.396	0.503
+D+0.60W	0.247	0.206
+D+0.450W	0.235	0.226
+D+0.750S+0.450W	0.432	0.443
+0.60D+0.60W	0.168	0.091
+0.60D	0.119	0.172
S Only	0.263	0.289
W Only	0.082	-0.135



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 21 AUG 2023, 9:45AM

General Beam Analysis

Project File: P-2870-23 - Humbolt ES HVAC.ec6

LIC#: KW-06014690, Build:20.23.05.01

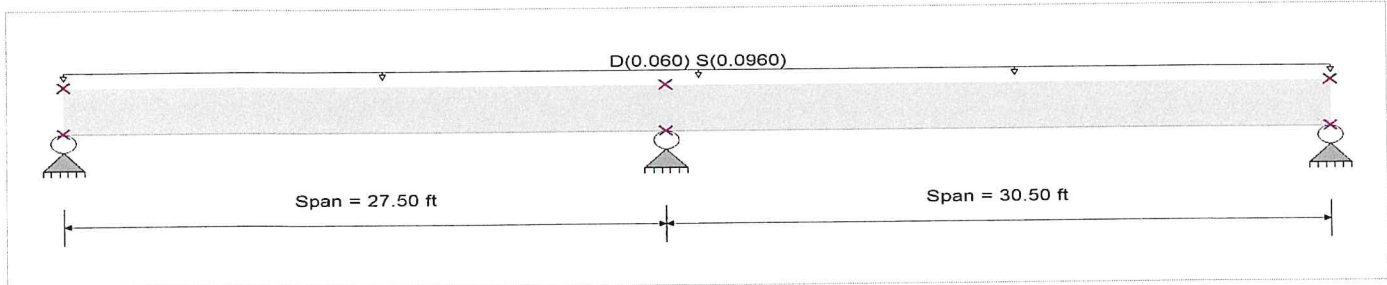
ZCS, INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: (E) TRUSS

General Beam Properties

Elastic Modulus	1,800.0 ksi				
Span #1	Span Length =	27.50 ft	Area =	10.0 in ²	Moment of Inertia = 100.0 in ⁴
Span #2	Span Length =	30.50 ft	Area =	10.0 in ²	Moment of Inertia = 100.0 in ⁴



Service loads entered. Load Factors will be applied for calculations.

Applied Loads

Loads on all spans...

Uniform Load on ALL spans : D = 0.0150, S = 0.0240 k/ft, Tributary Width = 4.0 ft

DESIGN SUMMARY

← MAXIMUM EXISTING MOMENT, M_E

Maximum Bending =	16.531 k-ft	Maximum Shear =	2.921 k
Load Combination	+D+S	Load Combination	+D+S
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Location of maximum on span	27.500 ft	Location of maximum on span	27.500 ft
Maximum Deflection			
Max Downward Transient Deflection	4.846 in	75	
Max Upward Transient Deflection	0.023 in	16145	
Max Downward Total Deflection	7.875 in	46	
Max Upward Total Deflection	-0.020 in	16456	

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values (k-ft)					Shear Values (k)		
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega Cb	Rm	Va Max	Vnx/Vnx/Omega
Overall MAXimum Envelope												
Dsgn. L =	27.50 ft	1			7.64	-16.53	16.53					2.92
Dsgn. L =	30.50 ft	2			10.82	-16.53	16.53					2.92
D Only												
Dsgn. L =	27.50 ft	1			2.94	-6.36	6.36					1.12
Dsgn. L =	30.50 ft	2			4.16	-6.36	6.36					1.12
+D+S												
Dsgn. L =	27.50 ft	1			7.64	-16.53	16.53					2.92
Dsgn. L =	30.50 ft	2			10.82	-16.53	16.53					2.92
+D+0.750S												
Dsgn. L =	27.50 ft	1			6.46	-13.99	13.99					2.47
Dsgn. L =	30.50 ft	2			9.15	-13.99	13.99					2.47
+0.60D												
Dsgn. L =	27.50 ft	1			1.76	-3.81	3.81					0.67
Dsgn. L =	30.50 ft	2			2.50	-3.81	3.81					0.67

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+S	1	3.9607	11.212	+D+S	-0.0201	26.442
+D+S	2	7.8745	17.362		0.0000	26.442

Vertical Reactions

Support notation : Far left is #

Values in KIPS

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum	1.544	5.667	1.837
Overall MINimum			
D Only	0.594	2.180	0.707
+D+S	1.544	5.667	1.837
+D+0.750S	1.306	4.795	1.554
+0.60D	0.356	1.308	0.424
S Only	0.950	3.487	1.130



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 26 SEP 2023, 11:14AM

General Beam Analysis

Project File: p-2870-23 - humbolt es hvac.ec6

(c) ENERCALC INC 1983-2023

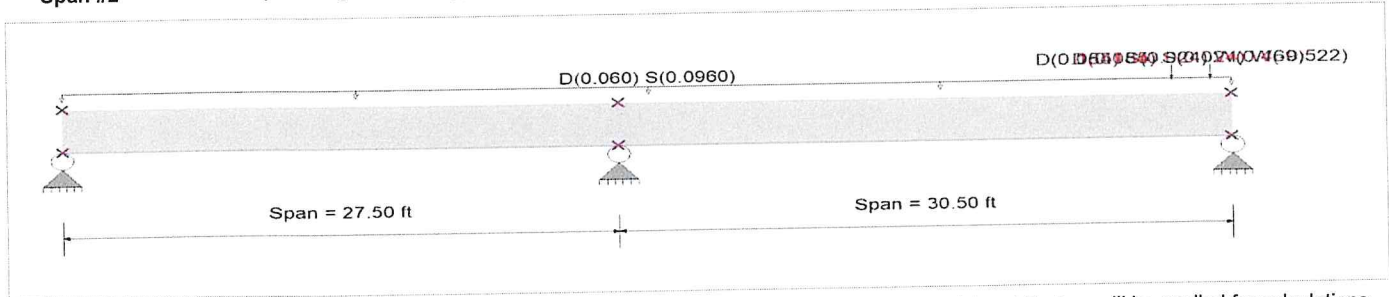
LIC#: KW-06014690, Build:20.23.08.30

ZCS, INC.

DESCRIPTION: (E) TRUSS w/ RTU WL+Z

General Beam Properties

Elastic Modulus	1,800.0 ksi				
Span #1	Span Length = 27.50 ft	Area = 10.0 in ²	Moment of Inertia = 100.0 in ⁴		
Span #2	Span Length = 30.50 ft	Area = 10.0 in ²	Moment of Inertia = 100.0 in ⁴		



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Loads on all spans...

Uniform Load on ALL spans : D = 0.0150, S = 0.0240 k/ft, Tributary Width = 4.0 ft

Load(s) for Span Number 2

Point Load : D = 0.0850, S = 0.0240, W = 0.4690 k @ 27.50 ft, (RTU WL+Z)

Point Load : D = 0.1540, S = 0.0240, W = 0.4690 k @ 27.50 ft, (RTU WL+Z)

Point Load : D = 0.0850, S = 0.0240, W = -0.5220 k @ 29.50 ft, (RTU WL+Z)

Point Load : D = 0.1540, S = 0.0240, W = -0.5220 k @ 29.50 ft, (RTU WL+Z)

$M_E = 16.5 \text{ K-FT}$
 $M_N = 16.8 \text{ K-FT}$
 $M_N / M_E = 1.02 < 1.05 \rightarrow \text{OK}$

DESIGN SUMMARY

← MAXIMUM NEW MOMENT, M_N

Maximum Bending =	16.831 k-ft	Maximum Shear =	2.968 k
Load Combination	+D+S	Load Combination	+D+S
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Location of maximum on span	27.500 ft	Location of maximum on span	27.500 ft
Maximum Deflection			
Max Downward Transient Deflection	4.929 in		74
Max Upward Transient Deflection	-0.216 in		1530
Max Downward Total Deflection	8.370 in		43
Max Upward Total Deflection	-0.103 in		3201

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values (k-ft)					Shear Values (k)		
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega	Cb	Rm	Va Max
Overall MAXimum Envelope												
Dsgn. L = 27.50 ft		1			7.53	-16.83	16.83					2.97
Dsgn. L = 30.50 ft		2			11.41	-16.83	16.83					2.97
D Only												
Dsgn. L = 27.50 ft		1			2.85	-6.61	6.61					1.16
Dsgn. L = 30.50 ft		2			4.66	-6.61	6.61					1.16
+D+S												
Dsgn. L = 27.50 ft		1			7.53	-16.83	16.83					2.97
Dsgn. L = 30.50 ft		2			11.41	-16.83	16.83					2.97
+D+0.750S												
Dsgn. L = 27.50 ft		1			6.36	-14.27	14.27					2.52
Dsgn. L = 30.50 ft		2			9.72	-14.27	14.27					2.52
+D+W												
Dsgn. L = 27.50 ft		1			2.69	-7.07	7.07					1.24
Dsgn. L = 30.50 ft		2			5.67	-7.07	7.07					1.70
+D+0.750W												
Dsgn. L = 27.50 ft		1			2.73	-6.95	6.95					1.22
Dsgn. L = 30.50 ft		2			5.41	-6.95	6.95					1.48



Project Title:
 Engineer:
 Project ID:
 Project Descr:

Printed: 26 SEP 2023, 11:14AM

General Beam Analysis

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LIC# : KW-06014690, Build:20.23.08.30

ZCS, INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: (E) TRUSS w/ RTU WL+Z

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values (k-ft)					Shear Values (k)		
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega	Cb	Rm	Va Max
+D+0.750S+0.750W												
	Dsgn. L = 27.50 ft	1			6.24	-14.62	14.62					2.57
	Dsgn. L = 30.50 ft	2			10.44	-14.62	14.62					2.57
+0.60D+W												
	Dsgn. L = 27.50 ft	1			1.55	-4.42	4.42					0.77
	Dsgn. L = 30.50 ft	2			3.83	-4.42	4.42					1.37
+0.60D												
	Dsgn. L = 27.50 ft	1			1.71	-3.96	3.96					0.70
	Dsgn. L = 30.50 ft	2			2.80	-3.96	3.96					0.70

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+S	1	3.8370	11.000	+D+W	-0.1031	25.385
+D+S	2	8.3704	17.596		0.0000	25.385

Vertical Reactions

Support notation : Far left is #'

Values in KIPS

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum	1.533	5.725	2.364
Overall MINimum	-0.017		-0.179
D Only	0.585	2.228	1.145
+D+S	1.533	5.725	2.364
+D+0.750S	1.296	4.851	2.059
+D+W	0.568	2.318	0.966
+D+0.750W	0.572	2.296	1.011
+D+0.750S+0.750W	1.283	4.918	1.925
+0.60D+W	0.334	1.427	0.508
+0.60D	0.351	1.337	0.687
S Only	0.948	3.497	1.219
W Only	-0.017	0.090	-0.179

Exhibit B
Equipment Specifications

[Enclosed]



TECHNICAL SALES STRUT PACKAGE QUOTATION

November 22, 2023
Aaron Lieuallen
AAEW

Subject: Humboldt Elementary Catwalk

Aaron,

Acme Construction Supply is bidding materials for a Unistrut Catwalk at Humboldt Elementary per plans provided by you.

The price for these materials: **\$41,925.00**

Pricing includes:

- Materials including strut, fittings, hardware, and grating as shown in the plans to cover 390sqft of Catwalk.
- All strut, grating and fittings to be PG and EG finish
- Material to be shipped in bulk
- Shop drawings completed by a registered Structural engineer.
- Jobsite/tech support as needed
- Materials delivered to the jobsite

Exclusions:

- Cutting, Assembly & Installation

Assumptions:

- There will be nine Unistrut Racks installed
- Holes will need to be punched / drilled into strut for Unistrut Racks (S3.10/4) and braces (S3.10/8)
- There will be 9 Unistrut roof walks at rooftop racks (S3.10/7)
- There will be one roof walk step location (S3.10/9)
- There will be one roof walk parallel to metal panels location (S3.10/6)
- There will be 25 roof walk perpendicular to metal panels locations (S3.10/8)
- Strut will be cut and assembled in the field.

Plan sheets reviewed:

- S2.10, S3.10

Since the plans are not complete we are estimating from experience, and the above assumptions reflect what we would consider the most likely design. The above pricing may change based on any of these assumptions being incorrect.

If you have any questions please give me a call.

Sincerely,

Nathan Christophersen | Project Manager

Acme Construction Supply Co., Inc.

6850 NE Campus Way

Hillsboro, OR, 97124

Direct 971-200-8861

Cell 971-727-5851

www.acmetool.com





TECHNICAL SALES STRUT PACKAGE QUOTATION

Exhibit C
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will 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. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition work under this Agreement, Contractor will salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from School District or a contractor, Contractor will 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 (4) 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 Contractor on the amount due will 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 School District or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor or any Contractor subcontractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this 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 does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed by Contractor or any Contractor 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 will 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 for consecutive days, Monday through Friday; and

(c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)]

The provisions of ORS 279C.545 will apply to all claims for overtime under this Agreement.

(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this 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. [ORS 279C.520 (2)]

(13) Contractor will give notice in writing to employees who perform work under this Agreement, either at the time of hire or before commencement of Work under this 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. [ORS 279C.520 (5)(b)].

(14) Contractor will 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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

(15) Contractor will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each subcontractor complies with these requirements. [ORS 279C.530(2)]

(16) Contractor and each Contractor subcontractor will 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. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]. If the Project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, all workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. Contractor will include this provision in each subcontract awarded under this Agreement.

(18) Contractor represents and agrees that the Contract Documents contain a sufficient provision stating that Contractor 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) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

(19) The hourly rate of wage to be paid by Contractor or every subcontractor subject to prevailing wage rates to workers will 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.

(20) Contractor and every subcontractor subject to prevailing wage rates to workers will keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the Project.

(21) To the extent Contractor and/or any subcontractor subject to prevailing wage rates will also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the project, Contractor or subcontractor, as applicable, will post notice describing such plans in a conspicuous and accessible place in or about the project. The notice preferably will be posted in the same place as the notice required under Section 20, above. In addition to the description of the plans, the notice will contain information on how and where to make claims and where to obtain further information.

(22) Contractor or Contractor's surety, and every Contractor subcontractor or Contractor subcontractor's surety, will file certified statements with School District 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 Contractor 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 this Agreement, which certificate and statement will be verified by the oath of Contractor or Contractor's surety, or subcontractor or the subcontractor's surety that Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to Contractor's or subcontractor's knowledge. The certified statements will 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 will be delivered or mailed by Contractor or subcontractor to School District. Certified statements will be submitted for each week during which Contractor or subcontractor employs a worker upon the public work will be submitted once a month by the fifth business day of the following month. If Contractor fails to file the required certified statements, School District will retain twenty-five percent (25%) of any amount earned by Contractor until Contractor has filed with the public agency certified statements as required by this Section 22. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

(23) Contractor or Contractor subcontractor will preserve the certified statements for a period of three years from the date of completion of this Agreement.

(24) Contractor represents and agrees that School District has fully and timely included a provision that Contractor and any subcontractor will comply with ORS 279C.840 in the advertisement for bids, the RFQ, the contract specifications, the accepted quote or elsewhere in the Contract Documents and that School District has no liability for unpaid minimum wages.

(25) If requested in writing by a first-tier subcontractor, Contractor will, within ten (10) calendar days after receiving the request, send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to School District or pay document provided by School District, to Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

(26) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between School District and Contractor.

(27) Contractor will not request payment from School District of any amount withheld or retained in accordance herewith until such time as Contractor has determined and certified to School District that the subcontractor is entitled to the payment of such amount. A dispute between Contractor 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 School District is a party. School District will not be included as a party in any administrative or judicial proceeding involving such a dispute. Contractor will include in each subcontract for property or services entered into by Contractor and a first-tier subcontractor, including material supplier, for the purpose of performing a construction contract:

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

(b) An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from School District, 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 27. Contractor or first-tier subcontractor will not be obligated to pay an interest penalty if the only reason that Contractor or first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from School District Contractor when payment was due. The interest penalty will be:

(1) 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,

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

(28) Contractor will include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include payment clause and an interest penalty clause conforming to the standards of Section 27, above, 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.

(29) Contractor certifies, under penalty of perjury, that Contractor is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

(30) Contractor certifies that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701, as applicable, before the subcontractors commence Work under this Agreement.

(31) The provisions of ORS 279C.605 will apply to any claims against Contractor's payment bond.

(32) The provisions of ORS 279C.525 will apply to this Agreement.

(33) Contractor will comply and require all subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations, and statutes, including, without limitation, 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 will 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 will be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

Suspension and Debarment. Contractor will comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any subcontract expected to equal or exceed \$25,000.00, at any tier, the requirement that the subcontractor comply with Subpart C of 2 C.F.R.

180 and Subpart C of 2 C.F.R. 1532. Contractor represents, warrants, and certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor becomes unable to certify to the statements contained in this Paragraph, Contractor will immediately notify School District of the inability and the reason(s) thereof. Contractor will provide immediate written notice to School District if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. For purposes of this Paragraph, the terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Paragraph, have the meaning set out in the definitions and coverage sections of rules implementing Executive Order 12549. Contractor acknowledges and agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled "Suspension and Debarment" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2 CFR 180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available upon written request. Upon written request, Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Enclosure 1

Contractor's Quote submitted January 8, 2024

[Enclosed]

Enclosure 1
Quote Form

Date: 1-8-24 Time: 2:37 P.M.

TO: Grant School District 3
Attn: Mark Witty, Superintendent
401 N. Canyon City Blvd
Canyon City, OR 97820

OR send via email to: Nick Green, nick@catalyst.win

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of Grant School District 3, hereinafter called "District"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the District in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the District proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the Superintendent.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the District and fully complete the Project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: DARRELL MCKROLA G.C.
Primary Contact: DARRELL MCKROLA
Address: 59016 HANSEN LN
City/State: MOUNT VERNON, OR 97865
Telephone: 541 620 2982
Facsimile: _____
Email: DMCKROLAGC@HOTMAIL.COM
CCB #: 195286

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of OREGON, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of DARRELL MCKROLA. [Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

QUOTE:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Plans in Exhibit A and Equipment in Exhibit B, together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Equipment Scope of Work (as defined in the Request for Quotes) for the following lump sum amount:

NOT TO EXCEED PRICE (EQUIPMENT INSTALLATION): _____ Dollars (\$ 34,000⁰⁰)

ADDITIONAL CRITERIA:

2. Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
 - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
 - c) Include a work plan and accompanying time schedule for timely completion of the Services.
 - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to Project Construction.

CONTRACTOR:

DARRELL MCKROLA G.C.
[Company Name]

By: [Signature]
Its: OWNER/OPERATOR

CONST DOC 3/8/23

CHANGE ORDER NO. 1 TO CONSTRUCTION SERVICES AGREEMENT

This Change Order No. 1 (this "Change Order No. 1") to the Construction Services Agreement dated May 08, 2023 ("Agreement") between Grant School District 3 ("Owner") and Milburn Heating and Cooling, Inc. ("Contractor") (collectively, "Parties") is effective upon signature of Parties.

RECITALS:

- A. Owner desires to amend Agreement to include additional Work as described in Change Order Appendix A.
- B. Agreement is hereby amended as shown (deletions in ~~strike through~~, additions in **bold**):

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"), **including Work described in Change Order No. 1:** (a) planning, HVAC construction and installation (and all related work) for the Humbolt Elementary HVAC replacement project as described on the attached Plans; and (b) all other work identified in the attached Plans and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement **and Change Order No. 1**.

....

1.3 Compensation. Subject to the terms and conditions contained in this Agreement **and Change Order No. 1**, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached Exhibit D and in **Change Order No. 1**. Specifically, upon signing this Agreement, Owner will pay Contractor the installment payment of \$398,960.00 to order the necessary equipment. Owner will pay Contractor the balance of \$99,740.00 upon Completion of the Work. Additional invoicing may be done on a per occurrence basis (Change Orders) for any additional requested work not covered under the scope of this Agreement. Due to the custom equipment requirements of the Work under this Agreement, once the equipment has been ordered and received, Owner will own that equipment and the Contractor and Manufacturer will not offer any refunds on that equipment. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

....

2.3 Limited Warranty. Contractor guarantees and warrants the Work, **including Work provided in Change Order No. 1**, against all deficiencies and/or defects in the installation of the equipment for a period of one year, commencing from the date Work Completion is documented in writing per Section 1.2. All equipment warranties are determined by the Manufacturer. Per standard Manufacturer Warranty, only parts are covered for the first year (any labor, milage and/or shipping fees are the Owner's responsibility). Unless a defect is caused by

Contractor negligence, Contractor shall not be liable for the repair of any defects of equipment or design, nor for the repair of any damage that results from any defect in the installed equipment or its interface with existing systems not installed by Contractor under this Agreement.

....

5.4 Owner's Expenses. Per Appendix A to Exhibit D and Change Order No. 1, all costs associated with any Engineering and Commissioning will be at Owner's expense. **Additionally, all costs associated with Unistrut Equipment procurement and installation shall be at Owner's expense.**

....

6.6 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement and **Change Order No. 1** contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Change Order No. 1 to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Milburn Heating and Cooling, Inc.
an Oregon business corporation

By: Mark Witty, Superintendent

By: Michael Milburn, President

Appendix A
Change Order No. 1

[Enclosed]

Milburn Heating and Cooling, Inc.
PO Box 1055
Burns, Oregon 97720
Office Number 541-589-2508
CCB 178714

Date : January 8, 2024

Grant School District -
401 N. Canyon City Blvd.
Canyon City, Oregon 97820

- CHANGE ORDER -

Scope of Work Requested:

Grant County School District requests the following changes to Project Number 2002-01 to be made by Milburn Heating and Cooling, Inc.

Item Number 1 -

Condensate Drain Lines

Appendix A page 2 –

“Customer (Grant County School District) Responsibilities

– Provide all Electrical and Plumbing needs Necessary for Scope of Work Requested.”

Milburn Heating and Cooling has been requested to provide Secondary Condensate Drain Lines in Attic Space providing drainage for eighteen Mini Split Indoor Heads. Specifically Parts, Materials and Labor.

Item Number 2 -

Relocate Mini Split Outdoor Units from Ground to Roof Top

Exhibit D ***Outdoor Heat Pump and Indoor Head Placement:***

“The Outdoor Units are to be placed at Ground level split between.....”

Milburn Heating and Cooling has been requested to relocate mini Split Outdoor Units from the ground to a customer provided stand on the rooftop. Specifically Labor, Crane, Wind Baffles, Secondary Drain Pans and Heaters. Not to include any and all Plumbing, Electrical and Roof Penetrations.

Item Number 3 -

Kitchen Hood

Not included in Original Scope of Work

Provide a 48" X 48" Type 2 Hood above existing Dishwasher in Kitchen. This does NOT include any Fire Suppression System, or Electrical and Plumbing needs for Scope of Work.

Item Number 4 -

Refer to Exhibit A (Plans)

Specifically Milburn Heating and Cooling will relocate ERV (HRU's) from bathroom ceilings to Attic Space. Ductwork to be installed in Attic Space as well. Intake and Exhaust Air to be taken from roof rather than Exterior Wall. Any and all Electrical, Plumbing and Roof Penetrations are customer responsibility.

Total Costs to Grant County School District is \$55,180.00. Please remit payment to Milburn Heating and Cooling, Inc.

Total Cost of Change Order \$55,180.00



Monarch
1819 Polk St.# 320
San Francisco, CA 94109

CONST DOC 4/7
4/7

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00004350
Term (Months) 120

Created Date 1/8/2024
Expiration Date 1/31/2024

Bill To Name Grant SD
Bill To 911 South Canyon Boulevard
John Day, OR 97845
United States

Customer Name Grant SD
Ship To 911 South Canyon Boulevard
John Day, OR 97845
United States

Product Code	Product	Quantity	MSRP	Amount	Final
LIC-TX-10Y	Verkada 10-Year Desk Station License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
BC82-HW	Verkada BC82 Alarm Console	1.00	\$1,499.00	\$1,499.00	\$1,034.31
TD52-HW	Verkada TD52 Video Intercom	1.00	\$1,599.00	\$1,599.00	\$1,103.31
ACC-INT-SURF	Verkada Intercom Surface Mount	1.00	\$199.00	\$199.00	\$137.31
BR31-HW	Verkada BR31 Wireless Door Sensor	9.00	\$99.00	\$891.00	\$614.79
AC12	Verkada AC12 One-Door Controller	2.00	\$699.00	\$1,398.00	\$964.62
AD33-HW	Verkada AD33 Multi-format Card Reader	9.00	\$349.00	\$3,141.00	\$2,167.29
ACC-BAT-18AH	Verkada 18AH Backup Battery for AC62	1.00	\$699.00	\$699.00	\$482.31
LIC-TD-10Y	Verkada 10-Year Intercom License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
LIC-BB-10Y	Verkada 10-Year Basic Alarm License	1.00	\$6,000.00	\$6,000.00	\$4,140.00
LIC-AC-10Y	Verkada 10 Year Door License	9.00	\$1,999.00	\$17,991.00	\$12,413.79
ACCX-TBL-1	10.2 inch iPad 64GB	1.00	\$329.00	\$329.00	\$329.00
ACCX-TBL-STD-1	iPad Stand	1.00	\$39.00	\$39.00	\$39.00
ACC-PROX-1	Verkada Proximity Access Control Cards, 100 Pack	1.00	\$599.00	\$599.00	\$413.31
AC62-HW	Verkada AC62 16 Door Controller	1.00	\$5,299.00	\$5,299.00	\$3,656.31

Subtotal \$43,681.00
Total Discount -\$13,427.03
Tax \$0.00
Shipping and Handling \$0.00
Grand Total \$30,253.97

Please confirm acceptance of this quote by signing below:

Signature: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.



MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Print Name: _____

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

CONSTRUCTION SERVICES AGREEMENT

CONST DOC 5/8/24

This Construction Services Agreement (this "Agreement") is made and entered into effective January 18, 2024 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820, AllOn Electric, LLC ("Contractor"), an Oregon limited liability company, whose address is 1615 N. Oak Street, Canby, OR 97013.

RECITALS:

A. Contractor is a licensed Oregon construction and electrical installation contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services for security equipment installation on a contract basis. Contractor's Oregon CCB License No. is 249046 and Contractor's telephone number is (503) 208-4034.

B. Owner desires to construct and install certain security equipment improvements on or about that certain real property associated with Grant Union Jr./Sr. High School, located at 911 S Canyon Blvd, John Day, OR 97845 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services to install a Verkada/Monarch security system at the Property, as shown in the Plans (the "Plans") included in Exhibit A and equipment specifications (the "Equipment") from Verkada/Monarch included in Exhibit B.

C. Owner is responsible for the procurement of the Equipment, which will be delivered to the Property before work begins. Contractor is responsible for all Equipment installation, including coordination with the Grant County Planning Department to secure structural permits and payment of permit fees, if applicable.

D. Contractor submitted a responsive and responsible quote(s) on January 8, 2024, at 3:48 p.m. in response to Owner's informal request for quotes. Contractor's quote is included in Exhibit C.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) installation of Equipment (and all related work) as described in the Plans; and (b) all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work will be Completed (as defined below) no later than June 30, 2024 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Contractor completes the Work set forth on the Plans and Owner has tested and accepted the Work. Completion of the Work and the date thereof shall be documented in writing and signed by both parties.

1.3 Compensation. Contractor will submit its invoices to Owner concerning the Work (each an "Invoice") in accordance with the Quotes submitted and enclosed in Exhibit C. Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any

benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1. Notwithstanding anything else in this Agreement, total compensation payable under this Agreement shall not exceed \$23,000 without prior written consent of Owner.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representative(s) (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation; Force Majeure. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions. However, if and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other party in

writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in the installation Equipment for a period of one year, commencing from the date Work Completion is documented in writing per Section 1.2. The Manufacturer determines all Equipment warranties. Unless a defect is caused by Contractor negligence, Contractor shall not be liable for repairing any defects of Equipment or design, nor for repairing any damage resulting from any defect in the Equipment or its interface with existing systems not installed by Contractor under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Property with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representative(s) as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's written demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations under this Agreement as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work, such act(s) or omission(s) will constitute a default by Contractor under this Agreement. If Owner believes Contractor is in default under this Section 4.1, it must notify Contractor in writing specifying the basis of the alleged default. If Contractor

does not then cure the default to Owner's satisfaction within 96 hours, Owner may elect to terminate this Agreement by providing written notice to Contractor.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. CONTRACTOR'S SCHEDULE; SITE ACCESS AND OWNER'S EXPENSES

5.1 Timeline. Within 14 calendar days of signing this Agreement, Owner and Contractor will determine a schedule of events for timely completion of the Work in accordance with the terms of this Agreement.

5.2 Owner Representative. Owner will provide a single person point of contact that will be available at all times and who is authorized by Owner to make on-site decisions during the Work.

5.3 Site Access. Owner will provide keys or keycard access necessary for Contractor to perform the Work. These items will be promptly returned on the Completion Date. Owner shall also provide Contractor with a dedicated laydown area of a size and location suitable to Contractor for the duration of the performance of the Work under this Agreement.

5.4 Owner's Expenses. All Equipment and Equipment procurement costs shall be at Owner's expense.

6. MISCELLANEOUS

6.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

6.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of

any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Grant County, Oregon, in accordance with ORS 36.400-36.740, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

6.5 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
AllOn Electric
an Oregon limited liability company

By: Mark Witty, Superintendent

By: Micky Hayzlett, Owner

Exhibit A
Plans

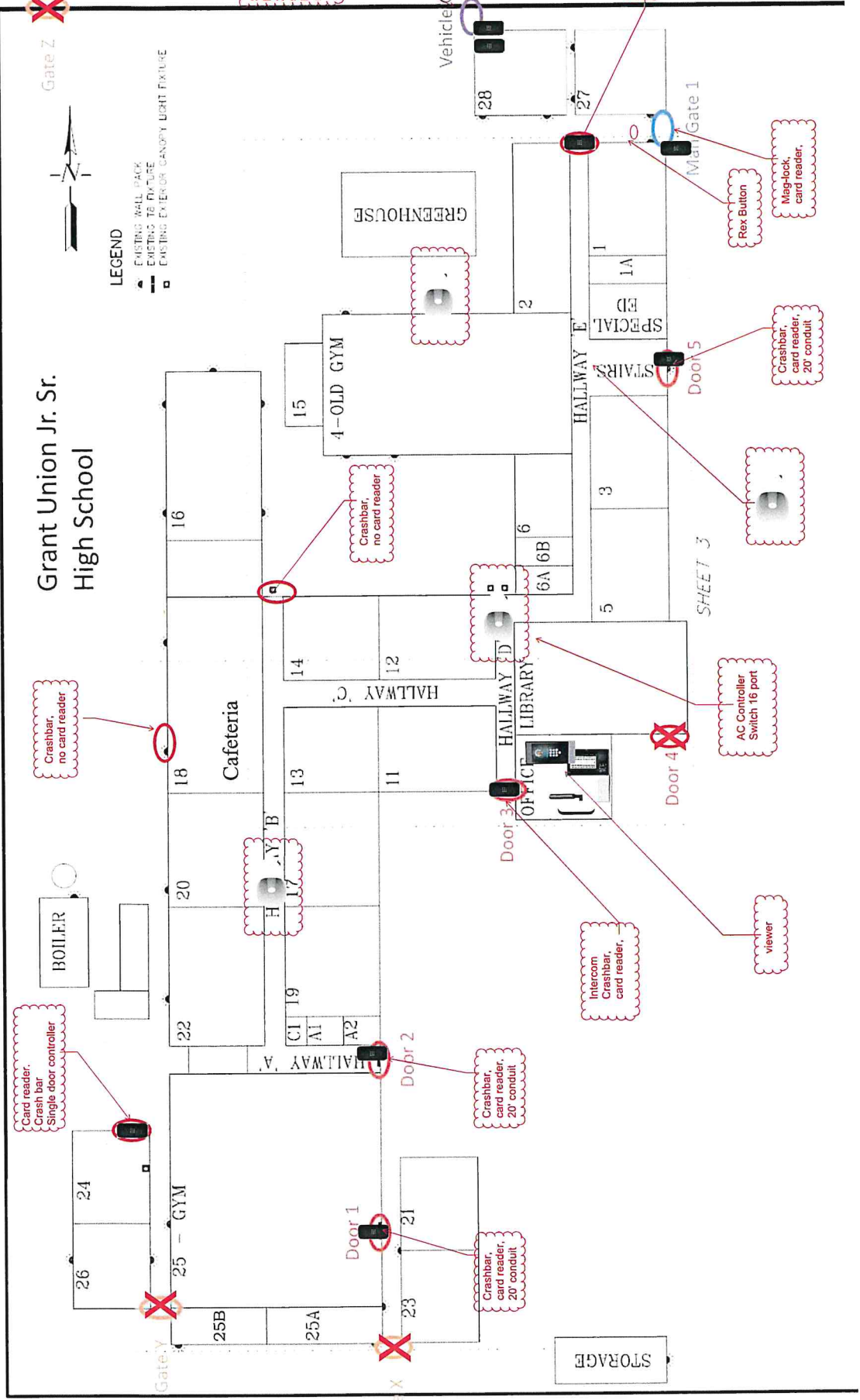
[Enclosed]

Grant Union Jr. Sr. High School



- LEGEND**
- EXISTING WALL, BACK
 - EXISTING TO FUTURE
 - EXISTING EXTERIOR CANOPY LIGHT FIXTURE

Single door control
 1 Mag-lock
 2 card readers - in/out
 -some conduit 1" pvc
 -NEMA box -12x12x4
 -need power



Crashbar, no card reader

Card reader, Crash bar, Single door controller

BOILER

18

Cafeteria

HALLWAY B

HALLWAY A

HALLWAY C

HALLWAY D

HALLWAY E

OFFICE LIBRARY

SPECIAL ED

GREENHOUSE

STAIRS

14

12

11

10

9

8

7

6

5

15

13

11

10

9

8

7

6

5

4-OLD GYM

6A 6B

3

2

1

1A

27

28

1

Door 3

Door 4

Door 5

Door 1

Door 2

Door 1

Door 2

Door 1

Door 2

STORAGE

SHEET 3

AC Controller Switch 16 port

Intercom Crashbar, card reader

Crashbar, card reader, 20' conduit

Crashbar, card reader, 20' conduit

Crashbar, card reader, 20' conduit

Crashbar, card reader, 20' conduit

Crashbar, no card reader

Crashbar, no card reader

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Exhibit B
Equipment Specifications

[Enclosed]



MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00004350
Term (Months) 120

Created Date 1/8/2024
Expiration Date 1/31/2024

Bill To Name Grant SD
Bill To 911 South Canyon Boulevard
John Day, OR 97845
United States

Customer Name Grant SD
Ship To 911 South Canyon Boulevard
John Day, OR 97845
United States

Product Code	Product	Quantity	MSRP	Amount	Final
LIC-TX-10Y	Verkada 10-Year Desk Station License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
BC82-HW	Verkada BC82 Alarm Console	1.00	\$1,499.00	\$1,499.00	\$1,034.31
TD52-HW	Verkada TD52 Video Intercom	1.00	\$1,599.00	\$1,599.00	\$1,103.31
ACC-INT-SURF	Verkada Intercom Surface Mount	1.00	\$199.00	\$199.00	\$137.31
BR31-HW	Verkada BR31 Wireless Door Sensor	9.00	\$99.00	\$891.00	\$614.79
AC12	Verkada AC12 One-Door Controller	2.00	\$699.00	\$1,398.00	\$964.62
AD33-HW	Verkada AD33 Multi-format Card Reader	9.00	\$349.00	\$3,141.00	\$2,167.29
ACC-BAT-18AH	Verkada 18AH Backup Battery for AC62	1.00	\$699.00	\$699.00	\$482.31
LIC-TD-10Y	Verkada 10-Year Intercom License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
LIC-BB-10Y	Verkada 10-Year Basic Alarm License	1.00	\$6,000.00	\$6,000.00	\$4,140.00
LIC-AC-10Y	Verkada 10 Year Door License	9.00	\$1,999.00	\$17,991.00	\$12,413.79
ACCX-TBL-1	10.2 inch iPad 64GB	1.00	\$329.00	\$329.00	\$329.00
ACCX-TBL-STD-1	iPad Stand	1.00	\$39.00	\$39.00	\$39.00
ACC-PROX-1	Verkada Proximity Access Control Cards, 100 Pack	1.00	\$599.00	\$599.00	\$413.31
AC62-HW	Verkada AC62 16 Door Controller	1.00	\$5,299.00	\$5,299.00	\$3,656.31

Subtotal	\$43,681.00
Total Discount	-\$13,427.03
Tax	\$0.00
Shipping and Handling	\$0.00
Grand Total	\$30,253.97

Please confirm acceptance of this quote by signing below:

Signature: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Exhibit C

Contractor's Quotes submitted January 8, 2024

[Enclosed]



SALES QUOTE #V18845a

PREPARED FOR

Grant Union Jr/Sr. School

911 South Canyon Blvd.
John Day, OR 97845

PREPARED DATE

1/8/24

EXP. DATE

2/8/24

ITEM	QTY	COST PER	TOTAL
New Access Control cable runs	9	\$700	\$6300
New Cat6 cable runs	2	\$300	\$600
AC12 - Install/Programming	2	\$750	\$1500
AC62 - Install/Programming	1	\$750	\$750
Door Hardware Install -Rex/DPI	9	\$130	\$1170
Card Reader Install	8	\$250	\$2000
Intercom Install/Programing	1	\$250	\$250
Alarm Console - Install/Programming	1	\$300	\$300
Material/Travel expenses		\$10,008.59	\$10,008.59
Discount added		-\$249.60	-\$249.60

\$22,628.99

half requested up front and half upon completion - all work to be done during normal business hours M-F (6am-5pm) unless stated otherwise above. Unless listed on the above quote, these items are not included and would be added to the final invoice. Shipping. utility company charges. trenching, backfill, concrete, cutting, patching, coring and roof penetrations, and x-ray services. any and all drywall, paint and patch repair. monitoring services. any and all code upgrades to existing equipment or conditions. items not listed in work description or item description.



MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

CONST Doc 6/18/24

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00004349
Term (Months) 120

Created Date 1/8/2024
Expiration Date 1/31/2024

Bill To Name Grant SD
Bill To 911 South Canyon Boulevard
John Day, OR 97845
United States

Customer Name Grant SD
Ship To 911 South Canyon Boulevard
John Day, OR 97845
United States

Product Code	Product	Quantity	MSRP	Amount	Final
AC12	Verkada AC12 One-Door Controller	1.00	\$699.00	\$699.00	\$482.31
AC42-HW	Verkada AC42 4 Door Controller	1.00	\$1,799.00	\$1,799.00	\$1,241.31
TD52-HW	Verkada TD52 Video Intercom	1.00	\$1,599.00	\$1,599.00	\$1,103.31
AD33-HW	Verkada AD33 Multi-format Card Reader	3.00	\$349.00	\$1,047.00	\$722.43
BC82-HW	Verkada BC82 Alarm Console	1.00	\$1,499.00	\$1,499.00	\$1,034.31
ACC-INT-SURF	Verkada Intercom Surface Mount	1.00	\$199.00	\$199.00	\$137.31
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LIC-TD-10Y	Verkada 10-Year Intercom License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
LIC-AC-10Y	Verkada 10 Year Door License	6.00	\$1,999.00	\$11,994.00	\$8,275.86
BR31-HW	Verkada BR31 Wireless Door Sensor	6.00	\$99.00	\$594.00	\$409.86
LIC-BB-10Y	Verkada 10-Year Basic Alarm License	1.00	\$6,000.00	\$6,000.00	\$4,140.00
ACCX-TBL-1	10.2 inch iPad 64GB	1.00	\$329.00	\$329.00	\$329.00
ACCX-TBL-STD-1	iPad Stand	1.00	\$39.00	\$39.00	\$39.00
ACC-BAT-4AH	Verkada 4AH Backup Battery for AC41	1.00	\$129.00	\$129.00	\$89.01

Subtotal \$29,925.00
 Total Discount -\$9,162.67
 Tax \$0.00
 Shipping and Handling \$0.00
 Grand Total \$20,762.33

Please confirm acceptance of this quote by signing below:

Signature: _____

Print Name: _____

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MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

CONSTRUCTION SERVICES AGREEMENT

CONST Doc 7/87

This Construction Services Agreement (this "Agreement") is made and entered into effective January 18, 2024 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820, AllOn Electric, LLC ("Contractor"), an Oregon limited liability company, whose address is 1615 N. Oak Street, Canby, OR 97013.

RECITALS:

A. Contractor is a licensed Oregon construction and electrical installation contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services for security equipment installation on a contract basis. Contractor's Oregon CCB License No. is 249046 and Contractor's telephone number is (503) 208-4034.

B. Owner desires to construct and install certain security equipment improvements on or about that certain real property associated with Humbolt Elementary School, located at 329 N. Humbolt Street, Canyon City, OR 97820 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services to install a Verkada/Monarch security system at the Property, as shown in the Plans (the "Plans") included in Exhibit A and equipment specifications (the "Equipment") from Verkada/Monarch included in Exhibit B.

C. Owner is responsible for the procurement of the Equipment, which will be delivered to the Property before work begins. Contractor is responsible for all Equipment installation, including coordination with the Grant County Planning Department to secure structural permits and payment of permit fees, if applicable.

D. Contractor submitted a responsive and responsible quote(s) on January 8, 2024, at 3:48 p.m. in response to Owner's informal request for quotes. Contractor's quote is included in Exhibit C.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) installation of Equipment (and all related work) as described in the Plans; and (b) all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work will be Completed (as defined below) no later than June 30, 2024 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Contractor completes the Work set forth on the Plans and Owner has tested and accepted the Work. Completion of the Work and the date thereof shall be documented in writing and signed by both parties.

1.3 Compensation. Contractor will submit its invoices to Owner concerning the Work (each an "Invoice") in accordance with the Quotes submitted and enclosed in Exhibit C. Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any

benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1. Notwithstanding anything else in this Agreement, total compensation payable under this Agreement shall not exceed \$15,000 without prior written consent of Owner.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representative(s) (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation; Force Majeure. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions. However, if and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other party in

writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in the installation Equipment for a period of one year, commencing from the date Work Completion is documented in writing per Section 1.2. The Manufacturer determines all Equipment warranties. Unless a defect is caused by Contractor negligence, Contractor shall not be liable for repairing any defects of Equipment or design, nor for repairing any damage resulting from any defect in the Equipment or its interface with existing systems not installed by Contractor under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Property with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representative(s) as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's written demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations under this Agreement as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work, such act(s) or omission(s) will constitute a default by Contractor under this Agreement. If Owner believes Contractor is in default under this Section 4.1, it must notify Contractor in writing specifying the basis of the alleged default. If Contractor

does not then cure the default to Owner's satisfaction within 96 hours, Owner may elect to terminate this Agreement by providing written notice to Contractor.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. CONTRACTOR'S SCHEDULE; SITE ACCESS AND OWNER'S EXPENSES

5.1 Timeline. Within 14 calendar days of signing this Agreement, Owner and Contractor will determine a schedule of events for timely completion of the Work in accordance with the terms of this Agreement.

5.2 Owner Representative. Owner will provide a single person point of contact that will be available at all times and who is authorized by Owner to make on-site decisions during the Work.

5.3 Site Access. Owner will provide keys or keycard access necessary for Contractor to perform the Work. These items will be promptly returned on the Completion Date. Owner shall also provide Contractor with a dedicated laydown area of a size and location suitable to Contractor for the duration of the performance of the Work under this Agreement.

5.4 Owner's Expenses. All Equipment and Equipment procurement costs shall be at Owner's expense.

6. MISCELLANEOUS

6.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

6.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of

any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Grant County, Oregon, in accordance with ORS 36.400-36.740, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

6.5 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
AllOn Electric
an Oregon limited liability company

By: Mark Witty, Superintendent

By: Micky Hayzlett, Owner

Exhibit A
Plans

[Enclosed]

Humbolt Elementary School

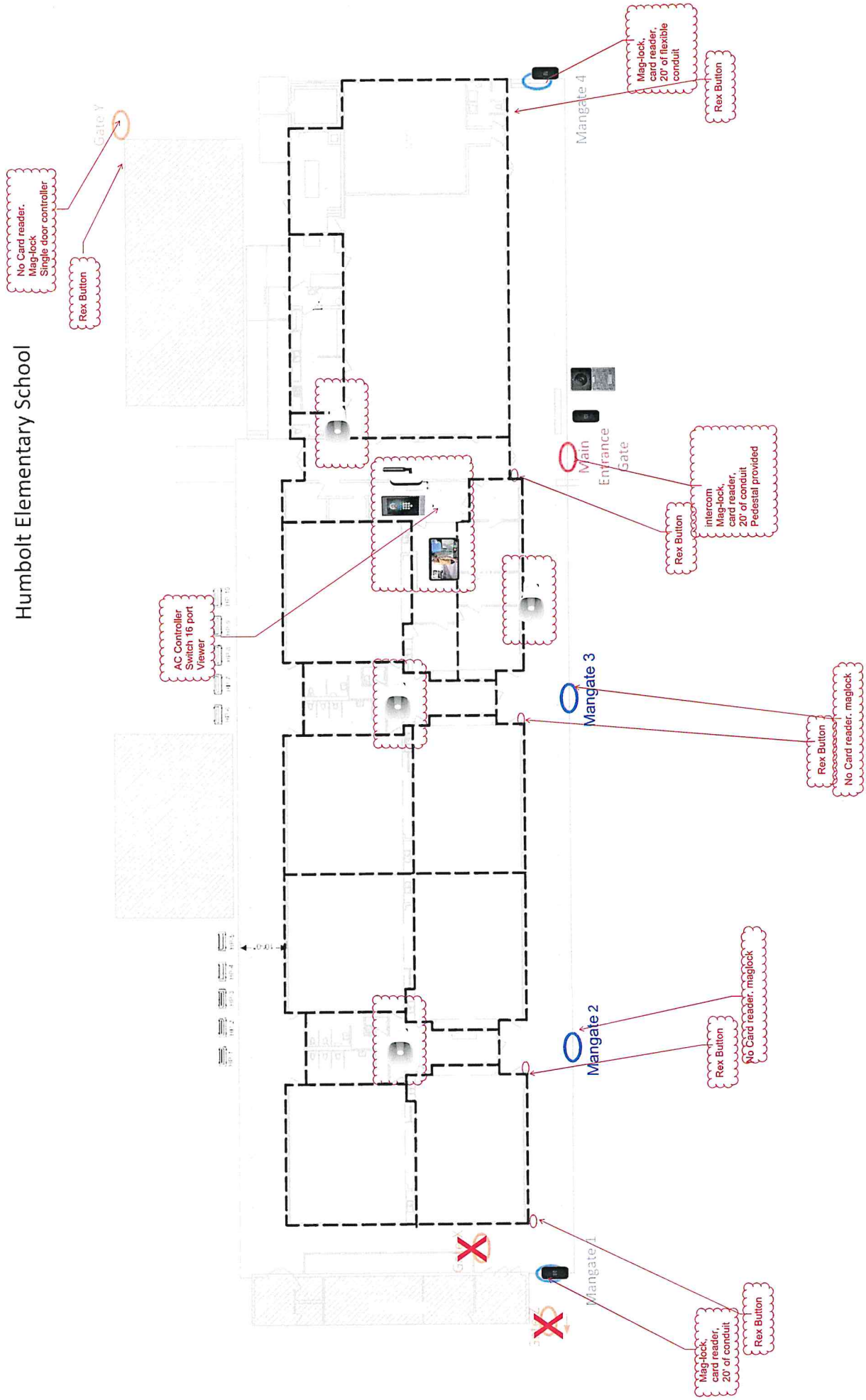


Exhibit B
Equipment Specifications

[Enclosed]



MONARCH

Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00004349
Term (Months) 120

Created Date 1/8/2024
Expiration Date 1/31/2024

Bill To Name Grant SD
Bill To 911 South Canyon Boulevard
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Customer Name Grant SD
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LIC-TX-10Y	Verkada 10-Year Desk Station License	1.00	\$1,999.00	\$1,999.00	\$1,379.31
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ACCX-TBL-STD-1	iPad Stand	1.00	\$39.00	\$39.00	\$39.00
ACC-BAT-4AH	Verkada 4AH Backup Battery for AC41	1.00	\$129.00	\$129.00	\$89.01

Subtotal	\$29,925.00
Total Discount	-\$9,162.67
Tax	\$0.00
Shipping and Handling	\$0.00
Grand Total	\$20,762.33

Please confirm acceptance of this quote by signing below:

Signature: _____

Print Name: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>
In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Exhibit C

Contractor's Quotes submitted January 8, 2024

[Enclosed]



SALES QUOTE #V18845b

PREPARED FOR

Humbolt elementary School

911 South Canyon Blvd.
John Day, OR 97845

PREPARED DATE

1/8/24

EXP. DATE

2/8/24

ITEM	QTY	COST PER	TOTAL
New Access Control cable runs	6	\$700	\$4200
New Cat6 cable runs	2	\$300	\$600
AC12 - Install/Programming	1	\$750	\$750
AC42 - Install/Programming	1	\$650	\$650
Door Hardware Install Rex/DPI - w/conduit	6	\$130	\$780
Card Reader Install	3	\$250	\$750
Intercom Install/Programing	1	\$250	\$250
Alarm Console - Install/Programming	1	\$300	\$300
Material/Travel expense		\$6,143.71	\$6,143.71
Discount added		-\$166.40	-\$166.40

\$14,257.31

half requested up front and half upon completion - all work to be done during normal business hours M-F (6am-5pm) unless stated otherwise above. Unless listed on the above quote, these items are not included and would be added to the final invoice. Shipping, utility company charges, trenching, backfill, concrete, cutting, patching, coring and roof penetrations, and x-ray services. any and all drywall, paint and patch repair, monitoring services, any and all code upgrades to existing equipment or conditions. items not listed in work description or item description.