CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2018-05
Borland Road Paving Project
January 30, 2018

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Borland Road Paving** Project until **February 21, 2018, 2:00 PM,** Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, Director, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, or via email to procurement@clackamas.us

Bid packets are available from 7:00 AM to 6:00 PM Monday through Thursday at the above address or may be obtained at the Clackamas County Procurement Website at http://www.clackamas.us/bids/.

Contact Information
Procurement Process and Technical Questions: Ryan Rice, Contract Analyst, 503-742-5446.

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the Clackamas County Procurement Website shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

State Prevailing Wage
Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than $50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2018, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

Table of Contents

Section B-1…….....Notice of Public Improvement Contract Opportunity

Section B-2……Instructions to Bidders

Section B-3……Supplemental Instructions to Bidders

Section B-4……Bid Bond

Section B-5……Bid Form

Section B-6……Public Improvement Contract

Section B-7……Supplemental General Conditions

Section B-8……General Conditions

Section B-9……Performance Bond

Section B-10……..Payment Bond

Section B-11……..Project Information, Plans, Specifications and Drawings

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules ("LCRB Rules") govern this procurement process. LCRB Rules may be found at: http://www.clackamas.us/code/documents/appendixc.pdf. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the "Owner."

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2017), Supplemental General Conditions, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by

impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the Clackamas County Procurement Website (www.clackamas.us/bid) will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.

B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.

C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.

D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner’s sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least $15,000; or (b) $350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name #2018-05 Borland Road Paving Project

The following modify the Clackamas County "Instructions to Bidders" for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. **Submission of Bids by email:** Complete Bids (including all attachments) may be emailed and must be electronically received by the closing time and date **2:00 *p.m. Pacific Time*, February 21, *201*8. If emailed, the Bid must be emailed to the following address: Procurement@clackamas.us. The email subject line must be "Bid for #2018-05 Borland Road Paving Project."** Bidders are ***strongly encouraged*** to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County's sole and absolute discretion.

2. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. "Historically Underrepresented Businesses" are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

   Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. "Good Faith Effort" is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)

Prime Contractor Name: Total Contract Amount:

Project Name: #2018-05 Borland Road Paving Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM *(GFE not required)*	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box ☑		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name: Total Contract Amount:

Project Name: #2018-05 Borland Road Paving Project

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box ☑		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)

Prime Contractor:
Project: #2018-05 Borland Road Paving Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			

CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)

Prime Contractor Name: Total Contract Amount:
Project Name: #2018-05 Borland Road Paving Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2018-05 Borland Road Paving Project

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of ($_____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____day of _____, 20____.

Principal:_____

By:_____
Signature

_____
Official Capacity

Attest:_____
Corporation Secretary

Surety:_____

By: Attorney-In-Fact

_____
Name

_____
Address

_____
City State Zip

_____ _____
Phone Fax

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: **#2018-05 Borland Road Paving Project**
BID CLOSING: February 21, 2018, 2:00 PM, Pacific Time
BID OPENING: February 21, 2018, 2:05 PM, Pacific Time

FROM: _____
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – Attention George Marlton, Director
2051 Kaen Road
Oregon City, OR 97045

1. Bidder is (*check one of the following and insert information requested*):

____a. An individual; or

____b. A partnership registered under the laws of the State of _____; or

____c. A corporation organized under the laws of the State of _____; or

____d. A limited liability corporation organized under the laws of the State of _____;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

_____ Dollars ($_____)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Performance Bond and Payment Bond
- Clackamas County General Conditions
- Supplemental General Conditions
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- Plans, Specifications and Drawings

- ADDENDA numbered _____ through_____, inclusive *(fill in blanks)*

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the Clackamas County General Conditions: **Provide the attached Schedule of Prices with Bid.**

4. The work shall be completed within the time stipulated and specified in section 00180.50(h) of the Special Provisions for Borland Paving Project.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid.

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

_____.
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned ☐ **HAS,** ☐ **HAS NOT** (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and ☐ **DOES,** ☐ **DOES NOT** (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is _____. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is _____, Policy No. _____, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:_____, Cell Phone: _____,
Project Manager: _____, Cell Phone: _____,
Job Superintendent: _____, Cell Phone: _____,
Project Engineer: _____, Cell Phone: _____.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM _____

ADDRESS _____

_____

TELEPHONE NO _____

EMAIL _____

SIGNATURE 1) _____
Sole Individual

or 2) _____
Partner

or 3) _____
Authorized Officer or Employee of Corporation

***** *END OF BID* *****

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
101	00210	MOBILIZATION	LS	1		
102	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
103	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	7050		
104	00225	TEMPORARY PAVEMENT BARS	SQFT	28		
105	00225	TEMPORARY STRIPING	FOOT	16365		
106	00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	2		
107	00280	INLET PROTECTION	EA	10		
108	00290	POLLUTION CONTROL PLAN	LS	1		
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						
ROADWORK						
109	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100		
ROADWORK-SUBTOTAL						
DRAINAGE AND SEWERS						
110	480	DRAINAGE CURBS, STANDARD	LF	200		
DRAINAGE AND SEWERS - SUBTOTAL						
BASES						
111	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 4 INCH DEPTH	SY	1593		
112	00620	COLD PLANE PAVEMENT REMOVAL, 4 INCH DEEP	SY	11205		
113	00641	SHOULDER ROCK IN PLACE	TON	1500		
BASE - SUBTOTAL						
WEARING SURFACES						
114	00745	LEVEL 3, 1/2 INCH ACP	TON	4950		
115	00749	EXTRA FOR ASPHALT APPROACHES	EA	16		
WEARING SURFACES - SUBTOTAL						

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL						
116	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	16		
117	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	218		
118	00866	HI-BUILD PAINT, 25 MIL, SPRAYED / FOOT	LF	27220		
119	00867	PVMT LEGEND, TYPE B-HS: ARROWS	EA	5		
120	00867	PVMT LEGEND, TYPE B-HS: BIKE LANE	EA	1		
121	00867	PAVEMENT BAR, TYPE B-HS / SQFT	SF	28		
PERMANENT TRAFFIC CONTROL-SUBTOTAL						
TOTAL						

Total Price _____ Dollars and

_____ Cents

Name of Firm _____

Name (Print) _____

Signature _____

Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2018-05 Borland Road Paving Project

BID OPENING: February 21, 2018, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:
This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter **"NONE"** if the value of the project bid is less than $100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.			
2.			
3.			
4.			
5.			
6.			

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

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

Firm Name:_____

Bidder Signature:_____ Phone #_____

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Contractor Name (No DBA/ABN), hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-05 Borland Road Paving Project**

1. Contract Price, Contract Documents and Work.
The Contractor, in consideration of the sum of Dollars ($) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

2. Representatives.
Contractor has named as its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

☒ Unless otherwise specified in the Contract Documents, the Owner designates Vince Hal as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

☐ Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.
The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed
SUBSTANTIAL COMPLETION DATE: June 30, 2018
FINAL COMPLETION DATE: December 31, 2018

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.
This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

9. Integration.
All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

10. Liquidated Damages
The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

10.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
10.1.1. $800.00 per Calendar day past the Substantial Completion date as detailed in 00180.85 (b) of the special provisions.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
(Insert Contractor Name & Address)

Contractor CCB # Expiration Date:
Oregon Business Registry # Entity Type: State of Formation:

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Contractor Name (No DBA/ABN)

_____

Authorized Signature Date

_____

Name / Title Printed

Clackamas County Board of County Commissioners

_____

Chair Date

_____

Recording Secretary

APPROVED AS TO FORM

_____

County Counsel Date

CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

November 1, 2017

INSTRUCTIONS: The attached **Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions")** apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

TABLE OF SECTIONS

SECTION A - GENERAL PROVISIONS

A.1 DEFINITION OF TERMS
A.2 SCOPE OF WORK
A.3 INTERPRETATION OF CONTRACT DOCUMENTS
A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
A.5 INDEPENDENT CONTRACTOR STATUS
A.6 RETIREMENT SYSTEM STATUS AND TAXES
A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B - ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
B.2 CONTRACTOR'S MEANS AND METHODS
B.3 MATERIALS AND WORKMANSHIP
B.4 PERMITS
B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
B.6 SUPERINTENDENCE
B.7 INSPECTION
B.8 SEVERABILITY
B.9 ACCESS TO RECORDS
B.10 WAIVER
B.11 SUBCONTRACTS AND ASSIGNMENT
B.12 SUCCESSORS IN INTEREST
B.13 OWNER'S RIGHT TO DO WORK
B.14 OTHER CONTRACTS
B.15 GOVERNING LAW
B.16 LITIGATION
B.17 ALLOWANCES
B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
B.19 SUBSTITUTIONS
B.20 USE OF PLANS AND SPECIFICATIONS
B.21 FUNDS AVAILABLE AND AUTHORIZED
B.22 NO THIRD PARTY BENEFICIARIES

SECTION C - WAGES AND LABOR

C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
C.4 PAYMENT FOR MEDICAL CARE
C.5 HOURS OF LABOR

SECTION D - CHANGES IN THE WORK

D.1 CHANGES IN THE WORK
D.2 DELAYS
D.3 CLAIMS REVIEW PROCESS

SECTION E - PAYMENTS

E.1 SCHEDULE OF VALUES
E.2 APPLICATIONS FOR PAYMENT
E.3 PAYROLL CERTIFICATION REQUIREMENT
E.4 DUAL PAYMENT SOURCES
E.5 RETAINAGE
E.6 FINAL PAYMENT

SECTION F - PROJECT SITE CONDITIONS

F.1 USE OF PREMISES
F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
F.3 CUTTING AND PATCHING
F.4 CLEANING UP
F.5 ENVIRONMENTAL CONTAMINATION
F.6 ENVIRONMENTAL CLEAN-UP

SECTION G - INDEMNITY, BONDING AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
G.3 INSURANCE

SECTION H - SCHEDULE OF WORK

H.1 CONTRACT PERIOD
H.2 SCHEDULE
H.3 PARTIAL OCCUPANCY OR USE

SECTION I - CORRECTION OF WORK

I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
I.2 WARRANTY WORK

SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK
J.2 CONTRACTOR'S RESPONSIBILITIES
J.3 COMPENSATION FOR SUSPENSION
J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE
J.6 ACTION UPON TERMINATION

SECTION K - CONTRACT CLOSE-OUT

K.1 RECORD DOCUMENTS
K.2 OPERATION AND MAINTENANCE MANUALS
K.3 COMPLETION NOTICES
K.4 TRAINING
K.5 EXTRA MATERIALS
K.6 ENVIRONMENTAL CLEAN-UP
K.7 CERTIFICATE OF OCCUPANCY
K.8 OTHER CONTRACTOR RESPONSIBILITIES
K.9 SURVIVAL

CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS ("County General Conditions")

SECTION A
GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North

Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

(a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
(b) The Supplemental General Conditions;
(c) County General Conditions;
(d) Plans and Specifications;
(e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance

with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B
ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge

of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

B.7.1 Owner shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

(a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other

expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

(c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);

(d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

SECTION C
WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5^{th}) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the 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 the Contractor by the Owner under such contract.

C.3.4 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

(a) For all overtime in excess of eight (8) hours a day or forty (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 ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and

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

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

SECTION D
CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

(a) Modification of specifications and design.
(b) Increases or decreases in quantities.
(c) Increases or decreases to the amount of Work.
(d) Addition or elimination of any Work item.
(e) Change in the duration of the Project.
(f) Acceleration or delay in performance of Work.
(g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

(a) Unit Pricing: Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.

(b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.

(c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: $20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	$1,000.00
1st Tier Sub Contractor	5%	$1,000.00
2nd Tier Sub Contractor	10%	$22,000.00

(d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work . If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

(a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).

(b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E
PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

(a) Thirty (30) days after receipt of the invoice; or

(b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____
Dated: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

(a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.

(b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.

(c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

(d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.

(e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.

(f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the

material and/or equipment stored and of payment for the storage site.

(g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.

(h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

(a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;

(b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;

(c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

(d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(e) damage to the Work, Owner or Owner's agent;

(f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

(g) failure to carry out the Work in accordance with the Contract Documents; or

(h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;

(b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;

(c) Subtract the aggregate of previous payments made by the Owner; and

(d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment in an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

(a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;

(b) for construction projects over $1,000,000, that retainage be deposited in an interest bearing account, established through the County Treasurer for county agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or

(c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F
PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal,

state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.

F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

(a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;

(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and

(c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

(a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).

(b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.

(c) Exact time and location of release, including a description of the area involved.

(d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contactor, Owner shall arrange for the proper disposition of such hazardous substance(s).

SECTION G
INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is $50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect

Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed $50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or $50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than $1,000,000 per claim and $2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than $1,000,000 per claim and $2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.

G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than $1,000,000 for each claim and $2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than $1,000,000 for each claim and $2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.

G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.

G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a $2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of $50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.

H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.

H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by

the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I
CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractors sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

SECTION J
SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:

(a) Failure of the Contractor to correct unsafe conditions;

(b) Failure of the Contractor to carry out any provision of the Contract;

(c) Failure of the Contractor to carry out orders;

(d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;

(e) Time required to investigate differing Project Site conditions; or

(f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

(a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;

(b) If Contractor should make a general assignment for the benefit of Contractor's creditors;

(c) If a receiver should be appointed on account of Contractor's insolvency;

(d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

(e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;

(f) If Contractor is otherwise in breach of any part of the Contract; or

(g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE, NONAPPROPRIATION OF FUNDS, OR FORCE MAJEURE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.

J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor not its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

K.9 SURVIVAL

All warranty and indemnification provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L
GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order

and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L.9 INTERPRETATION

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 DEBT LIMITATION

The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS

PROJECT: #2018-05 Borland Road Paving Project

The following modifies the November 1, 2017 Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions") for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

1. Liquidated Damages

The following sections are added to Section D.2 - Delays:

D.2.4 **DAMAGES FOR DELAY – LIQUIDATED DAMAGES**

(a) It is imperative that the Work in this Contract reach Substantial Completion by June 30, 2018, and as further required in the Plans and Specifications and Section 10 of the Contract to maintain operation of Borland road with minimal impact to the traveling public. Lane closures and road closures beyond the limits specified will inconvenience the traveling public and be a cost to the Agency. It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, $500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closures beyond the limits listed in 00220.40(e).

The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

(b) If the Contactor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor's failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner $800.00 per calendar day. The Contractor further agrees the stipulated sum is not a penalty.

2. Good Faith Effort

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.:_____
Solicitation: #2018-05
Project Name: Borland Road Paving Project

_____(Surety #1)	Bond Amount No. 1:	$_____
_____(Surety #2)*	Bond Amount No. 2:*	$_____
** If using multiple sureties*	Total Penal Sum of Bond:	$_____

We, _____as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.

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

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

_____
Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

_____
Name

_____
Signature

_____
Address

_____
City State Zip

_____
Phone Fax

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: _____
Solicitation: #2018-05
Project Name: Borland Road Paving Project

_____(Surety #1)	Bond Amount No. 1:	$ _____
_____(Surety #2)*	Bond Amount No. 2:*	$ _____
* *If using multiple sureties*	Total Penal Sum of Bond:	$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) _____ _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.

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

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

_____
Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

_____
Name

_____
Signature

_____
Address

_____
City State Zip

_____
Phone Fax

CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2018-05 Borland Road Paving Package

Background:
Clackamas County Department of Transportation is seeking bids to pave 1 mile of Borland Road. The awarded contractor will resurface a portion of Borland Road between Prosperity Park Road and Stafford Road with asphalt. Borland Road has an average daily traffic 11,285 vehicle per day and is classified as a minor arterial.

This contract will include, but not be limited to: placing approximately, 4950 tons of asphalt; grinding about 12,800 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: $500,000.00

Key Dates:
All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued
Substantial Completion: June 30, 2018
Final Completion: December 31, 2018

Time is of the essence for this Project.
Note the Liquidated Damages requirements as described in the Supplemental General Conditions.

The Scope further includes the following Plans, Specifications and Drawings:

SPECIAL PROVISIONS FOR BORLAND PAVING PROJECT Spring 2018

BORLAND ROAD PAVING PROJECT Drawing Set, Sheet No. 1-9.

SPECIAL PROVISIONS

FOR

BORLAND PAVING PROJECT

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CLACKAMAS COUNTY, OREGON

Asphalt Paving & Oiling, Temporary Traffic Control, and Pavement Markings

Spring 2018

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

BORLAND PAVING PROJECT

PROFESSIONAL OF RECORD CERTIFICATION(s):

Seal w/signature	I certify the Special Provision Sections listed below are applicable to the design for the Borland Paving Project.
	Sections: 00210, 00220, 00225, 00280, 00290, 00310, 00440, 00470, 00480, 00490, 00620, 00641, 00730, 00745, 00749, 00840, 00850, 00851, 00851, 00866, 0867, 01070, 02010, 02050, 02055, 02190, 02320, 02440, 02450, 02510, 02630, 02640, and 02910.
Date Signed: 1/28/2018	

SPECIAL PROVISIONS

WORK TO BE DONE

BORLAND ROAD PAVING PROJECT, CLACKAMAS COUNTY, OREGON

The Borland Road Paving Project is an asphalt paving contract. This contract will resurface about 1 mile of road. This contract will resurface a portion of Borland Road between Prosperity Park Road and Stafford Road with asphalt. Borland Road has an average daily traffic of 11,285 vehicles per day and is classified as a minor arterial.

This contract will include, but not be limited to: placing approximately, 4950 tons of asphalt; grinding about 12,800 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is $500,000.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Clackamas County Project and it is **not** federally funded.

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP)
Temporary Traffic Control (TTC)
Pavement Markings (PAVE)

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website http://www.clackamas.us/code/documents/appendixc.pdf).

00110.10 Abbreviations

Add the following:

CCDA -	Clackamas County Development Agency
CSTT -	Concrete Strength Testing Technician
DTD -	Clackamas County Department of Transportation and Development
LCRB -	Local Contract Review Board
ODFW -	Oregon Department of Fish and Wildlife
UNS -	Utility Notification System
WES -	Water Environment Services of Clackamas County

00110.20 Definitions-Add the following to this subsection:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as "Notice to Intent to Award".

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2015 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.
Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

Plan Holder's List – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency.**

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

END OF SECTION

Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.00 Prequalification of Bidders - Replace with the following:

00120.00 Prequalification of Bidders - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.01 General Bidding Requirements – Replace with the following:

00120.01 General Bidding Requirements – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Replace with the following:

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2015 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Replace with the following:

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.40 Preparation of Bids – Replace with the following:

00120.40 Preparation of Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.45 Submittal of Bids - Replace with the following:

00120.45 Submittal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Replace with the following:

00120.60 Revision or Withdrawal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.68 Mistakes in Bids – Replace with the following:

00120.68 Mistakes in Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

00120.70 Rejection of Nonresponsive Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

Section 00130 – Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

00130.10 Award of Contract - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.15 Right to Protest Award – Replace with the following:

00130.15 Right to Protest Award – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2015 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Replace with the following:

00130.40 Contract Submittals - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.70 Release of Bid Guaranties – Replace with the following:

00130.70 Release of Bid Guaranties – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

END OF SECTION

Section 00140 – Scope of Work

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.31 "As-Built" Records - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

1) Record location of underground services and utilities as installed.

2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.

3) Record changes in dimension, location, grade or detail to that shown on the plans.

4) Record changes made by change order.

5) Record details not in the original plans.

6) Provide fully completed shop drawings reflecting all revisions.

END OF SECTION

Section 00150 – Control of Work

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.00 Authority of the Engineer – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Delete this section and replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

00150.50(e) Notification - Add the following paragraph to the end of this subsection:

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

00150.70 Detrimental Operations – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

END OF SECTION

Section 00160 – Source of Materials

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for

use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.20(a) Buy America – Replace with the following: Federal highway funds are NOT involved on this Project.

END OF SECTION

Section 00165 – Quality of Materials

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence: The County follows the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the NTMAG on its projects.

00165.20 Materials Specifications and Test Method References - Replace this subsection, except for the subsection number and title, with the following:

References to Materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Advertisement.

If there are conflicting references, or if no reference is made to Materials specifications, sampling and testing frequencies or test method, the Engineer will resolve any discrepancies between these documents in the following order of precedence:

Field-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures;
- MFTP; and
- Standard Specifications.

Nonfield-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT Laboratory Manual of Test Procedures; and
- Standard Specifications.

Material test methods:

- ODOT;
- WAQTC;
- AASHTO;
- ASTM;
- Other recognized national organizations, such as ANSI, AWPA, IMSA, ISSA, and UL; and
- Industry standards in the location where the Work is being performed.

Sampling and testing frequencies:

- Contract Change Orders;
- Special Provisions;
- MFTP; and
- Standard Specifications.

If the Contractor identifies conflicting references or if no reference is made, the Contractor shall immediately request a clarification from the Engineer.

00165.30(a) Contractor's Duties - Replace the bullet that begins "Provide and administer a quality..." with the following bullet:

- Provide and administer a quality control program as described in the Quality Assurance Program portion of the MFTP. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and

00165.30(c) Acceptance of Field-Tested Materials - Replace the paragraph that begins "If the Agency's verification testing..." with the following paragraph:

If the Agency's verification test results do not verify the Contractor's test results, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional testing or provide samples to the Agency for testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the Agency will pay the cost for the additional testing.

00165.50(b) Pay Adjustments - Replace this entire subsection with the following subsection:

(b) Pay Adjustments - As an incentive to produce quality Materials, the Engineer's acceptance will be based upon the following:

(1) Specification Materials - For Materials accepted by a PF, when all constituents of a Material have a PF of 1.00 or greater, that Material will be considered specification Materials. For Materials accepted by a CPF, all Materials with a CPF of 1.0000 or greater will be considered specification Materials. Materials with a CPF greater than 1.0000, when specified, may earn a CPF adjustment of greater than 1.0000, up to a maximum of 1.0500.

(2) Nonspecification Materials - For Materials accepted by a PF, when any constituents of a Material have a PF of less than 1.00, that Material will be considered nonspecification Materials. For Materials accepted by a CPF, all Materials with a CPF less than 1.0000 will be considered nonspecification Materials. A lot containing nonspecification Materials will be evaluated as described in 00165.50(c).

00165.50(c-1) Isolation of a Partial Sublot - Replace this subsection, except for the subsection number and title, with the following:

The Engineer may isolate from a sublot or adjoining sublots any Material where the Contractor's test results show the Material to be nonspecification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The Engineer will accept or reject the Material according to 00150.25.

00165.50(c-2) Isolation of an Entire Sublot - Replace this subsection, except for the subsection number and title, with the following:

The Engineer may isolate a sublot or a series of sublots in which the Contractor's test results show the Material to be nonspecification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The isolated Material will be evaluated as a separate lot. The Engineer will accept or reject the Material according to 00150.25.

00165.91 Fabrication Inspection Expense - Replace this subsection, except for the subsection number and title with the following:

Fabrication of certain items outside of the State creates additional shop and plant inspection expense to the Agency. It is impractical, and extremely difficult, to determine the actual additional expenses incurred. Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon, and those portions of adjacent states within 50 airline miles of the Oregon border	$0
2	Outside of Zone 1, and up to 300 airline miles from the Oregon border	$200 per Calendar Day
3	Outside of Zone 2, up to 3,000 airline	Round trip coach airfare from

	miles from the Oregon border, and within the continental United States.	Portland, Oregon plus $200 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus $250 per Calendar Day

Calendar Day charges begin on the first day the Agency's inspector begins travel to begin work at the fabrication site, and continue without interruption through the final day of travel back to the State. The Contractor will be notified in writing of the dates of beginning and ending of Calendar Days used in computing payment reduction.

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

- Structural steel fabrication;
- Prestressed concrete members;
- Precast concrete;
- Signs;
- Preservative treatment of wood products;
- Epoxy coating of reinforcing steel; and
- Other items specifically identified in the Specifications as requiring fabrication site or in-plant inspection by the Agency.

END OF SECTION

Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.00 General - Add the following two paragraphs after the paragraph that begins "In any litigation, the entire...":

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

00170.01(a) Federal Agencies - Add the following to the list of Federal Agencies:

National Oceanic and Atmospheric Administration

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

00170.65(a) General - Add the following paragraph to the end of this subsection:

As required by ORS 279C.520, compliance by the Contractor with the prohibitions in ORS 652.220 is a material element of the Contract and failure to comply is a material breach that entitles the Agency to exercise any remedies available under the Contract, including but not limited to termination for default. The Contractor shall not prohibit any of the Contractor's employees from, or retaliate against an employee for, discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

00170.65(c) State Overtime Requirements - Replace the paragraph that begins "As a condition of the..." with the following paragraph:

As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.72 Indemnity/Hold Harmless – Replace with the following:

00170.72 Indemnity/Hold Harmless – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.79 Third Party Beneficiary – Replace the text of this section with the following:

- Third-party beneficiaries to the Contract include the Oregon Department of Transportation and its officers, agents, and employees.

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

END OF SECTION

Section 00180 – Prosecution and Progress

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.20 Subcontracting Limitations - Replace this subsection, except for the subsection number and title, with the following:

(a) General - The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

(1) Trucking Services Agreement - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the

Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(b-4) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

00180.21(a) General – Add the following paragraph to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.21(d) Terms of Subcontracts - Add the following paragraph to the end of this subsection:

As and when applicable, the Contractor shall require in its subcontracts that subcontractors maintain the certifications required by ORS 279A.107.

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 24-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Maintenance Under Traffic	00620.43

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video of private properties affected by construction per 00150.70.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to

finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than June 30, 2018.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $800 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, $500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

END OF SECTION

Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(d) Inspections - Replace the bullet list with the following bullet list:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- As otherwise required by the Oregon Department of Agriculture, or an analogous regulatory body for scales located outside the State; and
- When the Engineer directs additional inspections.

00190.20(f-2) Scale Without Automatic Printer – Replace with subsection (f-2) with the following:

Scale without automatic printer shall not be used on this project.

00190.20(f-3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered..." with the following bullet:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician.

00190.20(g) Agency-Provided Weigh Technician: Replace subsection (g) with the following:

The Contractor shall provide a weigh technician. The Agency will not provide one for the Contractor.

END OF SECTION

Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work - Replace the paragraph that begins "Any such adjustments..." with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Delete the section and replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Delete this section and replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

00195.60(a-2) Stored or Stockpiled Conditions - In the paragraph that begins "To be eligible...", replace the bullet that begins "Be in a form ready..." with the following bullet:

- Be in a form ready for incorporation into the permanent Work; and

00195.70(a) Termination for Default - Replace the paragraph that begins "Upon completion of the Project, the Engineer..." with the following paragraph:

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the completed Work").

Replace the paragraph that begins "If the cost of the Work, less the sum of all..." with the following paragraph:

If the cost of the completed Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

END OF SECTION

Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications modified as follows:

00196.20 Force Account - Replace this subsection, except for the subsection number and title, with the following:

If the Engineer and the Contractor cannot agree on a price for the Extra Work, the Engineer may issue an Extra Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

END OF SECTION

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (http://equipmentwatch.com).

00197.20(c-3) Rate Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

00197.20(c-5) Limitations - Delete the paragraph that begins "The Blue Book..."

END OF SECTION

Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Delete the entire section and replace with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer or Project

Manager will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The County intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Engineer's or Project Manager's Supervisor will review the Engineer's or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Engineer's or Project Manager's Supervisor finds the claim has merit, an equitable adjustment will be offered. If the Engineer's or Project Manager's Supervisor finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Upon request by the Contractor, the Department Director will review the Supervisor's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively in the Clackamas County Circuit Court for the State of Oregon; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the Agency on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications.

END SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.01(b) Definitions - Replace the "Traffic Control Plan" definition with the following definition:

Traffic Control Plan - A written and drawn plan used to describe traffic control measures for facilitating road users through or around a work zone area, while offering protection for workers and incident responders.

Add the following definition:

Protection Vehicle - A vehicle placed in advance of short-duration or mobile work activities for the protection of workers and equipment in the activity area. A protection vehicle is equipped with flashing warning lights, and vehicle-mounted warning signs or a changeable message sign. A protection vehicle may be fitted with a truck mounted impact attenuator.

00225.01(c) Standards - Replace the bullet list with the following bullet list:

- Oregon Department of Transportation's "Sign Policy and Guidelines for the State Highway System"
- The Manual on Uniform Traffic Control Devices (MUTCD)
- The latest versions of the 1990 Americans with Disabilities Act (ADA), and the Public Right of Way Accessibility Guidelines (PROWAG).
- FHWA "Standard Highway Signs" manual

- ODOT "Oregon Temporary Traffic Control Handbook for Operations of 3 Days or Less" when directed by the Engineer only for mobile pavement marking operations or surveying work, available on the ODOT Traffic Control Plans Unit Website
- ODOT "Oregon Portable Changeable Message Sign Handbook", available on the ODOT Traffic Control Plans Unit website
- ODOT "Traffic Control Plans Design Manual", available on the ODOT Traffic Control Plans Unit website.

00225.02 General Requirements - In the paragraph that begins "Work may be suspended...", replace the sentence that begins "Costs for work performed..." with the following sentence:

Costs for work performed by the Agency may be deducted from monies due the Contractor.

Replace the paragraph that begins, "Do not use an open traffic lane on a freeway..." with the following paragraph:

Do not use an open Traffic Lane on a freeway or multi-lane facility as an acceleration or deceleration lane for construction vehicles. Provide additional surfacing or width within the work area or, if allowed, extend the length of a closed Traffic Lane for construction vehicle acceleration or deceleration. Do not use a flagger to allow construction vehicles to access an open traffic lane on a freeway or a multi-lane facility.

00225.11(c-1) Temporary Signs - Replace the bullet that begins "Type 2 riprap geotextile..." with the following bullet:

- Geotextile fabric

Replace the paragraph that begins "Do not designate the Project Superintendent..." with the following paragraph:

When the bid schedule includes an item for a TCS, do not designate the Project superintendent as the TCS.

00225.41(b-4) Temporary Sign Supports - Replace the bullet list with the following bullet list:

- When signs are needed at a single location for more than 48 consecutive hours.
- When not practicable to post mount due to location or when utility conflicts exists.
- Do not tip over any TSS that is exposed to traffic, unless approved by the Engineer or the TSS is protected from traffic by a barrier system.
- Position TSS as shown on the standard drawing or in the TCP.
- When not in use, locate TSS as far from public traffic as practicable and turn away from traffic, or cover the sign. Do not cover reflective sheeting on the TSS posts.

00225.41(c) Sign Flag Boards and Sign Flags - Replace this subsection, including subsections 00225.41(c-1) and 00225.41(c-2), with the following subsection:

00225.41(c) Sign Flag Boards - Install two sign flag boards, as shown or specified.

00225.41(e) Inconsistent Temporary Signs - Replace the paragraph that begins "Ensure that all temporary..." with the following paragraph:

Ensure that all temporary signs are properly used and consistent with the work zone. Cover all inconsistent temporary signing until the sign messages are applicable to the Work that is beginning. When signage is no longer required for staging or shift Work, remove all temporary signs, sign flag boards, supports, sign covers, and ballast associated with the staging or shift Work.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Temporary pavement markers shall..." with the following paragraph:

Temporary pavement markers shall remain in place until the permanent markings are complete. Replace damaged or missing markers when directed by the Engineer. On the final pavement wearing course and along final alignment, place permanent markings a maximum of 28 Calendar Days after placing temporary pavement markers, or as directed.

00225.43(f) Temporary Tape - Replace the paragraph that begins "Replace damaged or missing..." with the following paragraph:

Replace damaged or missing tape. Remove temporary tape without damaging the roadway surface.

00225.43(g) Temporary Pavement Markings - Replace the paragraph that begins "Before opening roadways to traffic, unless..." with the following paragraph:

Before opening roadways to traffic, unless otherwise specified in 00225.43(h), apply temporary pavement markings on pavement base courses, wearing courses, and new bridge deck surfaces at locations shown, or as directed. Immediately remove all unacceptable pavement markings and replace with acceptable markings before opening roadways to traffic and at no additional cost to the Agency.

END SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.90 Payment - Replace pay item (s) with the following pay item:

(s)	Sediment Barrier, Type 9	Foot

Add the following paragraph(s) after the paragraph that begins "Item (b) includes protecting...":

In item (s), the type will be inserted in the blank.

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

END SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.30(b) Pollution Control Plan - Replace the bullet that begins "Include the waste determination..." with the following bullet:

Include the waste determination results from 00290.20(c-1). Provide reuse, recycle, and disposal options and the reasons for selecting those alternatives.

END SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.80 Measurement - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

00310.92 Separate Item Basis - Add the following pay item to the pay item list:

(g) Asphalt Pavement Saw Cutting .....Foot

Add the following paragraph to the end of this subsection:

Item (g) applies to asphalt pavement saw cutting when shown.

END SECTION

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.13 Field-Mixed Concrete - Add the following paragraph to the end of this subsection:

Pre-packaged dry blended concrete from the QPL may be used for work items listed in 00440.14(a).

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

END SECTION

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(a) General - Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

Remove existing pavement from bridge end panels according to Section 00503.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 3 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Shoulder aggregate shall be either 2 ½" – 0" size.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate – Replace the last sentence in the first paragraph with the following:

Shoulder aggregate shall be 2 ½"-0.

Replace "Shoulder Aggregate.....2640" With the following:

Shoulder Aggregate.....2630.10

00641.22 Spreading Equipment – Add the following to the end of this subsection:

All shoulder rock shall be placed using a heavy-duty self-propelled road widener capable of widening from 1' to 14' in a single pass. Discharge of the speed of the aggregate is controlled from a conveyor speed lever on the operator's console.

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.44 Applying Tack Coat - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.00 Scope – Add the following to the end of this subsection:

This work shall also include all preparation prior to the placement of asphalt materials, including thorough road cleaning, application of a tack coat, placement of pavement overlay fabric, placement of temporary pavement markings and all quality control testing and submittals.

00745.10(a-1-a) Separated Sizes - In the paragraph that begins "The number of fine aggregate...", replace "00745.13(b)" with "00745.13(a)".

00745.11(a) Asphalt Cement - Replace the first sentence with the following:

Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

(a) - Overlay Preparation - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

(b) – Pre-Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

00745.46(b) Depositing - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing courses where the continuous length of the panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

Add the following to the end of this subsection:

All joints between asphalt concrete pavement Portland Cement Concrete and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

00745.49(b-2-a) Testing - Replace "WAQTC TM 8" with "AASHTO T 355".

00745.49(b-2-b) Core Correlation of Nuclear Gauge Readings - In the paragraph that begins "Correlate each nuclear...", replace "WAQTC TM 8" with "AASHTO T 355".

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.463.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment – Replace this subsection with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.
- Provide all necessary quality control tests in accordance with ODOT specification 00745.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- reconditioning existing roadway
- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

00745.95 Price Adjustments – Replace this subsection with the following:

There will be no ACP Price Adjustments for this project.

Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

END SECTION

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

00749.44 Placing Asphalt Concrete - Replace the paragraph that begins "Construct all structures within..." and the bullet list with the following paragraph and bullet list:

Construct all structures within the following lines and grades:

- 0.08 foot of true line
- 0.04 foot of established surface grade, cross section and slope
- 0.04 foot of specified thickness

00749.91 Method "A" - Weight and Extras Basis - Replace the paragraph that begins "Item (a) includes road..." with the following paragraph:

Item (a) includes road approaches, street connections, alley approaches, driveways, guardrail flares, non-flared guardrail terminals, and mailbox turnouts.

END SECTION

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

END SECTION

SECTION 00851 - PAVEMENT MARKING REMOVAL

Comply with Section 00851 of the Standard Specifications modified as follows:

00851.40 General - In the paragraph that begins "Remove durable and non-durable...", delete the sentence that begins "Remove durable markings by steel...".

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications modified as follows:

00866.45 Installation - In the paragraph that begins "Apply marking materials by one...", replace the bullet list with the following bullet list:

- **Method 1: Extruded Markings** - Apply markings with an extrusion or ribbon type process.
- **Method 2: Sprayed Markings** - If more than one application is required to obtain the specified thickness, retrace additional applications directly over previous applications within 1/16 inch.
- **Method 1-2: Extruded or Sprayed Markings** - Install Method 1 markings or Method 2 markings.

Add the following paragraph to the end of this subsection:

For grooved markings, grind the slot depth as shown. Apply the specified marking material centered in the slot as shown. The top of the marking shall be flat or slightly convex.

00866.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
Method 2 (Sprayed)	
(g) Hi-Build Paint, Sprayed, Surface	Foot

The word "Surface" or "Grooved" will be inserted in the blank.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Payment for work under this Section will be limited to 75 percent of the amount due until the Agency has received the signed Warranty.

END SECTION

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows:

00867.45 Installation - Replace the paragraph that begins "Minimum initial retroreflectivity..." with the following paragraph and bullets:

Minimum initial retroreflectivity shall conform to the following:

White - 250 mcd/m^2/lx
Yellow - 200 mcd/m^2/lx

END SECTION

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

01070.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
(d) Remove and Reinstall Mailbox Supports	Each

Item (d) includes removing mailboxes and supports, maintaining them at temporary locations, and reinstalling them at their permanent locations.

END SECTION

SECTION 02010 - PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications modified as follows:

02010.10(b) Specifications - Replace this subsection, except the subsection number and title, with the following:

Portland cement shall conform to the requirements of AASHTO M 85 or ASTM C150 for low alkali cement except as follows:

Cement shall have a total alkali content (sodium and potassium oxide calculated as $Na_2O + 0.658\ K_2O$) not exceeding 0.60 percent.

All cement types shall contain a maximum of 8 percent tricalcium aluminate(C_3A).

The time-of-setting tests will be by either the Gillmore test or the Vicat test.

Types I and II maximum fineness (specific surface) as determined by AASHTO T153 air permeability test shall be 430 m^2/kg. If $C_3S + 4.75\ C_3A$ is less than or equal to 90, the fineness criteria does not apply.

02010.20 Blended Hydraulic Cement - Replace this subsection, except for the subsection number and title, with the following:

Blended hydraulic cement shall be either Type IS-portland blast-furnace slag cement, Type IP-portland-pozzolan cement, Type IL-portland-limestone cement, or Type IT-ternary blended cement according to AASHTO M 240.

Furnish blended hydraulic cement from the QPL.

END SECTION

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

02050.10 Liquid Compounds - Replace this subsection, except for the subsection number and title, with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309, except that testing will be done according to ODOT TM 721.

All compounds shall be Type 1-D or Type 2, Class A or B.

Only Type 2, Class B resins will be allowed for the following concrete pavement applications:

Plain concrete pavement repair.

Continuously reinforced concrete pavement.

Plain concrete pavement.

Reinforced concrete pavement repair.

Before using liquid compounds, submit one quart samples of each lot for testing, except samples are not required for commercial grade concrete.

02050.40 Liquid Evaporation Reducer Compounds - Delete this subsection.

END SECTION

SECTION 02055 - CONCRETE SURFACE RETARDERS

Section 02055, which is not a Standard Specification, is included in this Project by Special Provision.

Description

02055.00 Scope - This Section includes the requirements for concrete surface retarders.

Materials

02055.10 Concrete Surface Retarders - Furnish concrete surface retarders from the QPL.

END SECTION

SECTION 02190 - PRESERVATIVE TREATMENT OF LUMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying Time - Replace this subsection with the following subsection:

02190.20 Drying After Treatment - When using waterborne preservatives, as defined in AWPA P5, dry items according to AWPA T1, Section 7.

During the drying period and until the treated items are installed on the Project, separate each layer of treated items using spacers that are at least 1/2 inch thick.

The maximum moisture content shall be 19 percent prior to installation.

Collect all spacers and other treated wood waste from the construction site and dispose of them according to 00290.20.

END SECTION

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(c-1-a) Geotextiles - Replace the bullet that begins "Minimum average roll values..." with the following bullet:

- Minimum average roll values for each of the specified properties from the same production run as the delivered material.

02320.20 Geotextile Property Values - Replace Table 02320-1 through Table 02320-6 with the following tables:

END SECTION

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.15 Lubricant/Adhesive - Replace this subsection, except for the subsection number and title, with the following:

Furnish a lubricant/adhesive conforming to ASTM D 4070 and according to the recommendations of the seal manufacturer.

END SECTION

SECTION 02450 - MANHOLES AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

Add the following Subsection:

02450.15 Precast Concrete Catch Basins and Inlets - Furnish precast concrete catch basins and inlet conforming to the requirements of ASTM C 913.

END SECTION

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications.

END SECTION

SECTION 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

Comply with Section 02640 of the Standard Specifications modified as follows:

Replace this section with subsection 02630.10.

Use 2 ½" – 0 column in Table 02630-1 for the specified gradation.

END SECTION

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.02 Types of Signs - Replace this subsection, except for the subsection number and title, with the following:

Traffic signs are classified by sign type as follows:

"B" Blue Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with blue electronically cuttable film background with legend cut out.

"B2" Blue Type III or Type IV sheeting background with white Type IX removable legend.

"B3" White Type IX sheeting overlaid with blue electronically cuttable film background with legend cut out.

"B4" Blue Type III or Type IV sheeting background with yellow Type III or Type IV permanent legend, or yellow Type III or Type IV sheeting overlaid with blue electronically cuttable film with legend cut out or blue transparent paste background with retroreflective yellow screened legend or yellow Type III or Type IV permanent legend (County Route Shield).

"C" Brown Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with brown electronically cuttable film background with legend cut out.

"C1" Brown Type III or Type IV sheeting background with white Type IX removable legend.

"C2" White Type IX sheeting overlaid with brown electronically cuttable film background with legend cut out.

"F" Silver-white Type III or Type IV sheeting background overlaid with red and blue electronically cuttable film with legend cut out or red and blue transparent paste background with retroreflective silver-white screened legend or silver-white Type III or Type IV permanent legend.

"F1" White Type IX sheeting background overlaid with red and blue electronically cuttable film with legend cut out or red and blue transparent paste background with white Type IX permanent legend.

"G" Green Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with green electronically cuttable film background with legend cut out.

"G1" Green Type III or Type IV sheeting background with white Type IX removable legend.

"G2" White Type IX sheeting overlaid with green electronically cuttable film background with legend cut out.

"G5" Green Type III or Type IV sheeting background with white Type IX permanent legend and symbol, or white Type IX sheeting overlaid with green electronically cuttable film background with legend cut out and white Type IX symbol (Combination Lane-use / Destination Overhead Guide Sign).

"OO" Orange Type III or Type IV sheeting background with black nonreflective permanent or removable legend.

"O3" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).

"O4" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.

"O5" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.

"O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)

"O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)

"R" Silver-white Type III or Type IV sheeting background overlaid with red transparent paste background with silver-white Type III or Type IV permanent legend or red electronically cuttable film with legend cut out. (Stop Sign, Wrong Way, Do Not Enter.)

"R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend or red electronically cuttable film with legend cut out.

"R2" Silver-white Type III or Type IV sheeting background overlaid with red electronically cuttable film with legend and triangle cut out or screened red transparent paste triangle and legend or red Type III or Type IV triangle and permanent legend. (Yield Sign)

"R3" White Type IX sheeting background overlaid with red electronically cuttable film with legend and triangle cut out or screened red transparent paste triangle and permanent legend.

"R4" Rubber STOP flap made of natural rubber with a red background and white lettering.

"R5" Red Type III or Type IV sheeting background overlaid with black nonreflective screened or cut-out permanent legend (OM4-2 Object Marker).

"W1" Silver-white Type III or Type IV sheeting background with black nonreflective screened, cut out permanent or removable legend.

"W2" Silver-white Type III or Type IV sheeting background with a screened black nonreflective legend overlaid with a screened red transparent paste circle and continuous diagonal bar. (Prohibition)

"W3" Silver-white Type III or Type IV sheeting background with transparent brown screened legend or brown Type III or Type IV cut-out permanent legend.

"W4" Silver-white Type III or Type IV sheeting background with transparent red screened legend or red Type III or Type IV cut-out permanent legend.

"W5" Silver-white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut-out permanent legend.

"W6" White Type IX sheeting background with a screened or cut-out black nonreflective legend overlaid with a screened red transparent paste circle and continuous diagonal bar. (Prohibition sign overhead)

"W7" White Type IX sheeting background with black nonreflective screened or cut-out permanent legend.

"W8" Silver-white Type III or Type IV sheeting background with blue transparent screened legend or blue Type III or Type IV cut-out permanent legend.

"W9" Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.

"W10" White Type IX sheeting background with black nonreflective removable legend.

"W11" Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend with red Type III or Type IV symbol.

"W12" Silver white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut out permanent legend with blue Type III or Type IV symbol.

"W13" Silver white Type III or Type IV sheeting background with red Type III or Type IV screened or cut-out permanent legend and black nonreflective screened or cut-out permanent legend overlaid with a red transparent paste circle and continuous diagonal bar (Parking Prohibition Symbol Signs).

"W14" Silver white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend overlaid with a green transparent paste circle (Permissive Trucks and Hazardous Material Symbol Signs).

"W15" Silver white Type III or Type IV sheeting background with green Type III or Type IV screened or cut-out permanent legend and black nonreflective screened or cut-out permanent legend overlaid with a green transparent paste circle (Permissive Parking Symbol Signs).

"W16" Agency supplied silver-white Type III or Type IV sheeting decal, with multi-colored Oregon State Parks logo, direct applied to sheet aluminum or HDO plywood substrate (Oregon State Parks shield).

"W17" Silver-white Type III or Type IV sheeting background overlaid with brown transparent paste or electronically cuttable film background, and silver-white Type III or Type IV sheeting background with yellow transparent paste or electronically cuttable film background and black non-reflective screened or cut-out permanent legend and logo (Oregon Trail or California Trail Route Markers). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx

"W18" Silver-white Type III or Type IV sheeting background overlaid with blue transparent paste background with retroreflective silver-white screened legend or blue electronically cuttable film with legend cut out, and silver-white Type III or Type IV sheeting background with black non-reflective screened or cut-out permanent legend and multi-colored Scenic Byway logo Oregon Scenic Byway Signs). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx

"W19" Silver-white Type III or Type IV sheeting background with plum transparent screened legend or plum Type III or Type IV cut-out permanent legend and multi-colored Tour Route logo (Oregon Tour Route Signs). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx

"Y1" Yellow Type III or Type IV sheeting background with black nonreflective screened, cut out permanent or removable legend.

"Y2" Yellow Type III or Type IV sheeting background with a screened or cut-out black nonreflective legend and red and green Type III or Type IV circles. The center yellow circle part shall be part of the background sheeting. (Signal Ahead Symbol Sign)

"Y3" Yellow Type IX sheeting background with black nonreflective screened, cut-out permanent or removable legend.

"Y4" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend and red Type III or Type IV symbol. (Stop or Yield Ahead Symbol Sign)

"Y5" Fluorescent yellow Type IX sheeting background with black nonreflective screened, cut out permanent or removable legend.

"Y6" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut out permanent legend and red and green Type IX circles. The center yellow circle shall be part of the background sheeting. (Signal Ahead Symbol Sign overhead)

"Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)

"Y8" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend and silver-white Type III or Type IV symbol. (Speed Reduction Symbol Sign)

"YG" Fluorescent yellow-green Type IX sheeting background with black non-reflective legend or cut out permanent legend.

"YG1" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and red Type IX symbols (School Bus Stop Ahead Symbol Sign).

"YG2" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and fluorescent yellow-green and white Type IX symbol (Reduced School Speed Limit Ahead Symbol Sign).

"YGW" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol. (In Street Pedestrian Crossing Symbol Sign).

"YGW1" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut-out permanent legend, and silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend (School / Speed Limit 20 Combination Sign).

"YW" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol.

"YW1" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend.

"YW2" Yellow Type IX sheeting background with black nonreflective screened or cut-out permanent legend, and white Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol.

02910.33(d) Nonreflective Black Screened Legend - Replace this subsection, except for the subsection number and title, with the following:

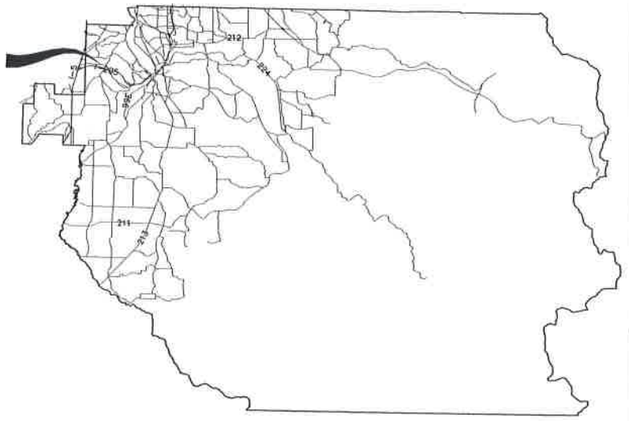
Furnish material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

END SECTION

CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

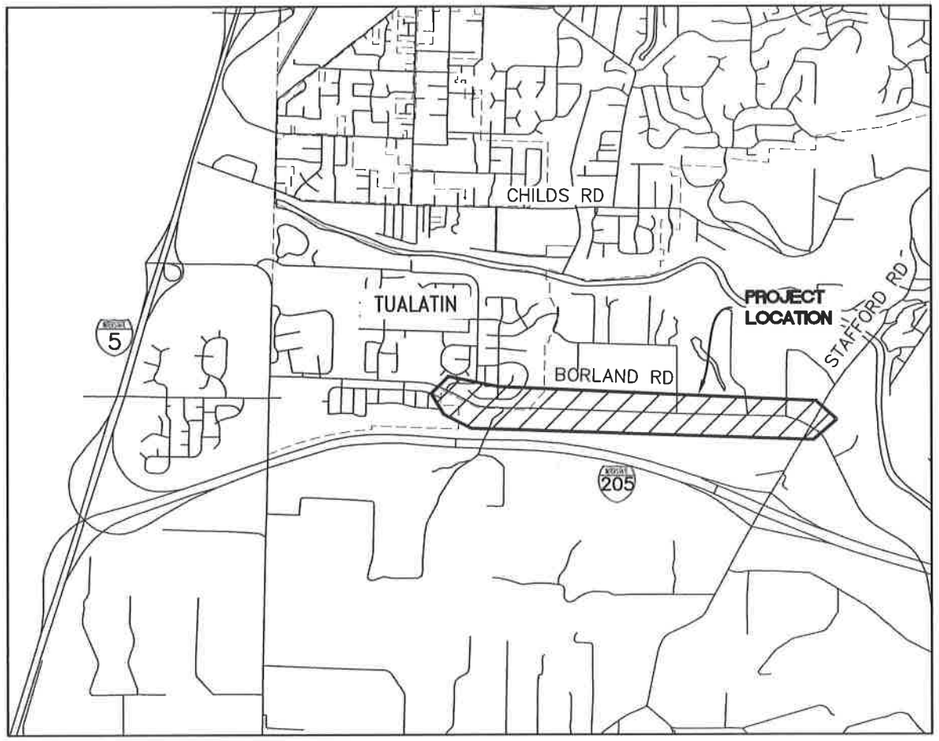
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

BORLAND ROAD PAVING PROJECT
(PROSPERITY PARK RD. to STAFFORD ROUNDABOUT)
2017 PAVEMENT PRESERVATION



INDEX OF SHEETS	
1	COVER SHEET
2	DETAILS
3	STRIPING DETAILS
4–9	PLAN SHEETS

CLACKAMAS COUNTY OREGON



VICINITY MAP
NOT TO SCALE

T. 2S, R. 1E SEC. 19, 20, 29, and 30

GENERAL NOTES:

1. COORDINATE VALUE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
2. PAVE DRIVEWAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
3. PROPERTY RIGHT-OF-WAY LINES ARE APPROXIMATE.
4. CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL.
5. ASPHALT APPROACHES ARE VISUAL FOR ESTIMATING PURPOSES ONLY. ASPHALT APPROACHES SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. INSPECTOR WILL LAYOUT ASPHALT APPROACHES AFTER MAIN LINE PAVING HAS BEEN COMPLETED.

ROAD #21547

ATTENTION !
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.

REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/2019

COVER SHEET
BORLAND ROAD
PAVING
PROJECT
DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
M. BARBARA CARTMILL DIRECTOR

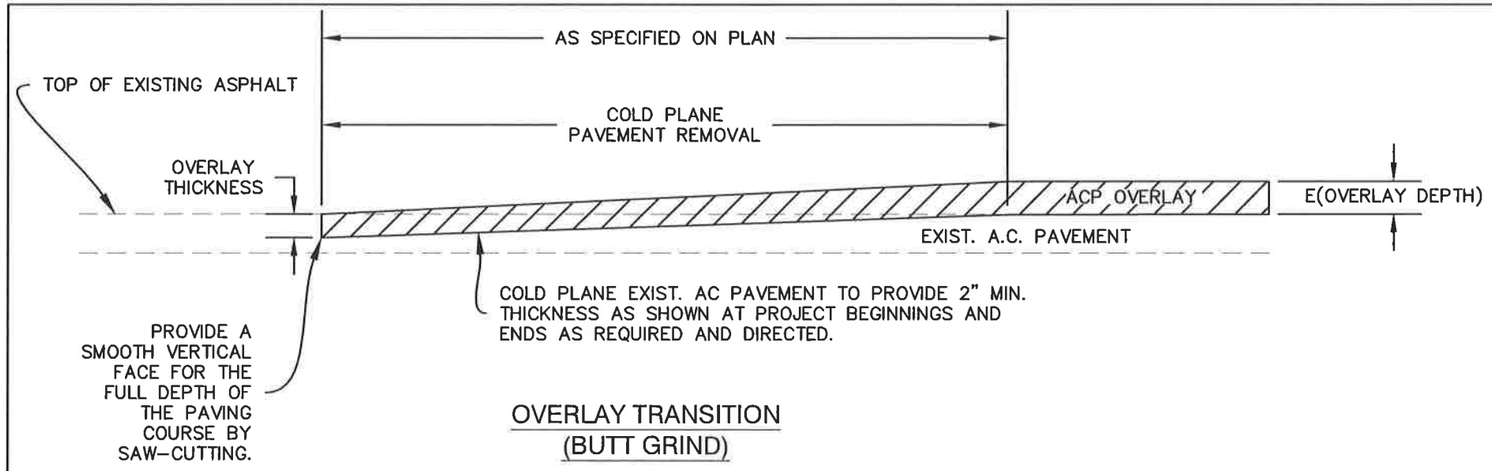
DESIGNED BY: VH | DRAFTED BY: PS | CHECKED BY: GW/DT

REVISIONS

NO.	DATE:

Sheet No. 1

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OVERLAY TRANSITION
(BUTT GRIND)

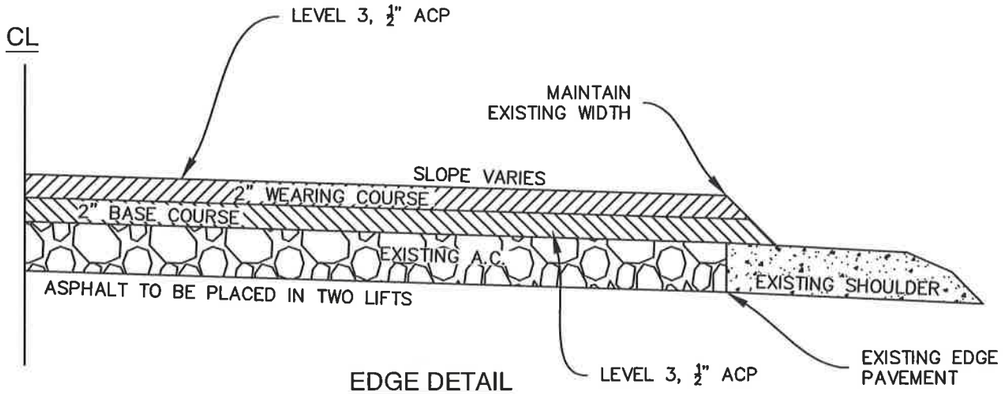
ODOT STANDARD DRAWINGS

RD 100 RD 1005
RD 101 RD 1010
RD 610 RD 1032
RD 701 RD 1033

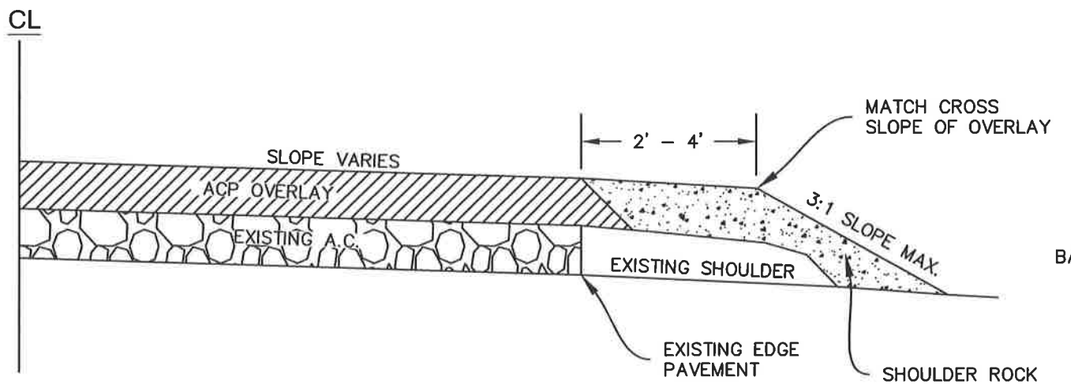
TM 501 TM 517 TM 800 TM 822
TM 502 TM 530 TM 810 TM 841
TM 560 TM 820 TM 850
TM 561 TM 821

CLACKAMAS COUNTY ROADWAY STANDARD DRAWINGS

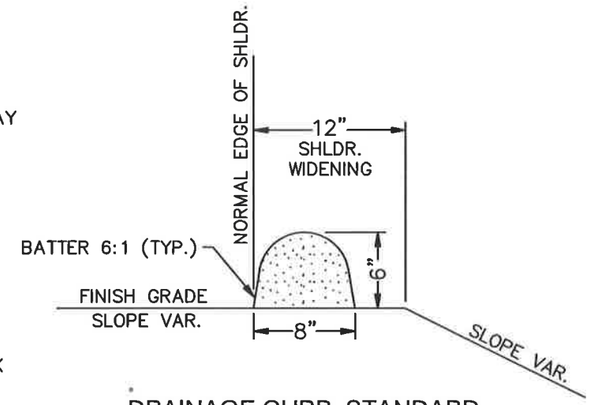
D 500



EDGE DETAIL



SHOULDER ROCK DETAIL



DRAINAGE CURB, STANDARD
ON DENSE GRADED A.C.

REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/2019

DETAILS
BORLAND ROAD
PAVING
PROJECT
DATE: 10/13/2016 PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
CLACKAMAS COUNTY
DIRECTOR
M. BARBARA CARTMILL

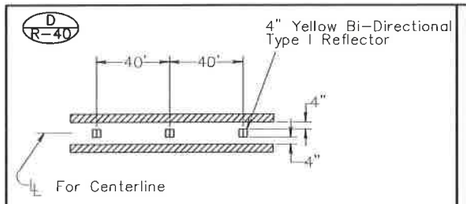
DESIGNED BY: VH
DRAFTED BY: PS
CHECKED BY: GW/DT

REVISIONS
NO. DATE:

Sheet No. 2

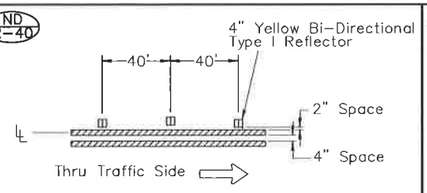
K:\CNTY RD BY NAME\BORLAND_RD_21547\2017 PAVING\PAVING PLAN SHEETS.DWG 5/31/2017 6:40 AM

D R-40



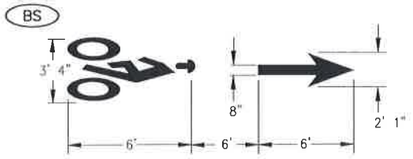
DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES

ND R-40



NARROW DOUBLE YELLOW POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES

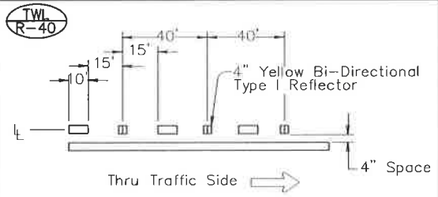
BS



BIKE LANE STANDARD STENCIL (WHITE)

TYPE B, PREFORMED FUSED THERMOPLASTIC FILM. CENTER MARKING WITHIN LANE WIDTH. FOR PROPORTION DETAILS, SEE CURRENT VERSION OF STANDARD HIGHWAY SIGNS.

TWL R-40



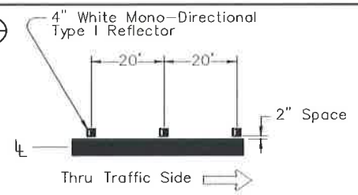
TWO WAY LEFT TURN POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINES

W



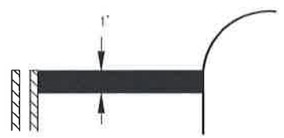
4" WHITE LINE

W-2 R-20L



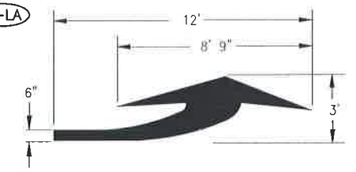
CHANNELIZING LINE POSITIONING GUIDE REFLECTORS WITH 8" WHITE LINE

S



STOP BAR – 1' WHITE BAR

E-LA



ELONGATED LEFT TURN ARROW (WHITE)

FOR ARROW PROPORTION DETAILS, SEE CURRENT VERSION OF STANDARD HIGHWAY SIGNS.

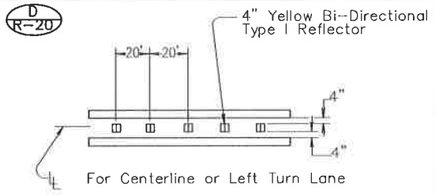
LW= LANE WIDTH= DISTANCE BETWEEN STRIPES (CENTER TO CENTER). REFLECTIVE PAVEMENT MARKERS SHALL BE RECESSED PER DETAIL.

W-2

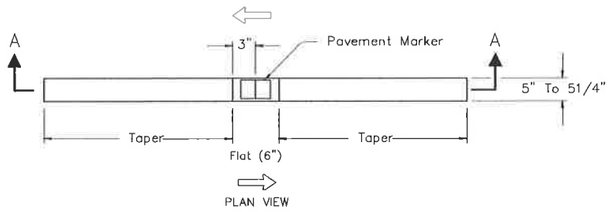


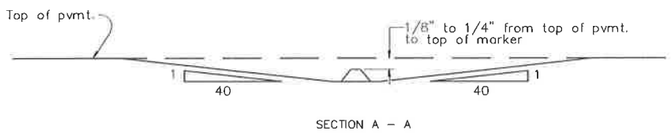
8" WHITE LINE

D R-20



DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES





BI-DIRECTIONAL RECESSED PAVEMENT MARKER DETAIL

REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/2019

STRIPING DETAILS
BORLAND ROAD PAVING PROJECT
DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

M. BARBARA CARTMILL, DIRECTOR

DESIGNED BY: VH
DRAFTED BY: PS
CHECKED BY: GW/DT

REVISIONS

NO.	DATE:

Sheet No. 3

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REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/9/17
RENEWAL DATE: 6/30/2019

PLAN
BORLAND ROAD PAVING PROJECT

DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

CLACKAMAS COUNTY

DIRECTOR

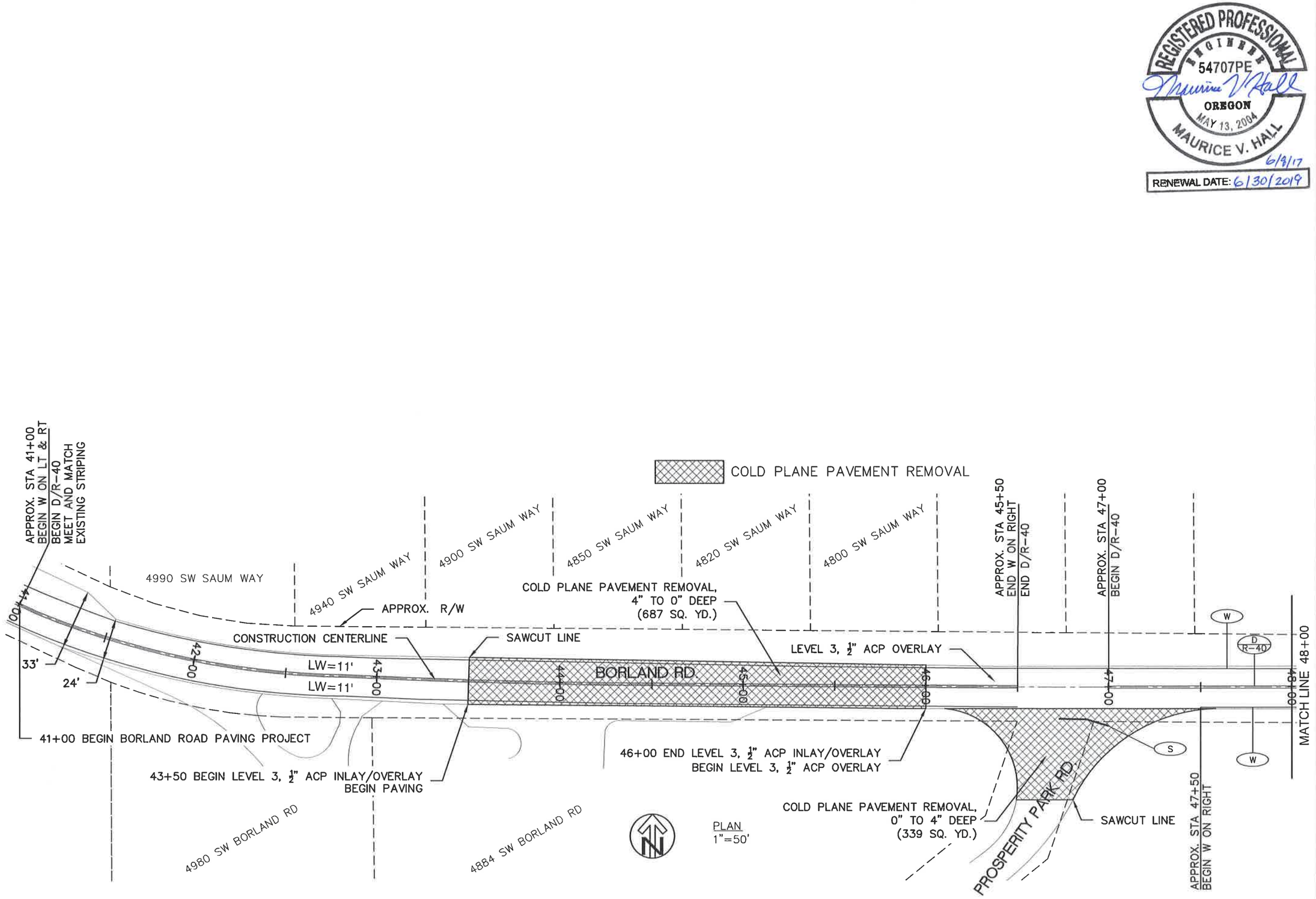
M. BARBARA CARTMILL

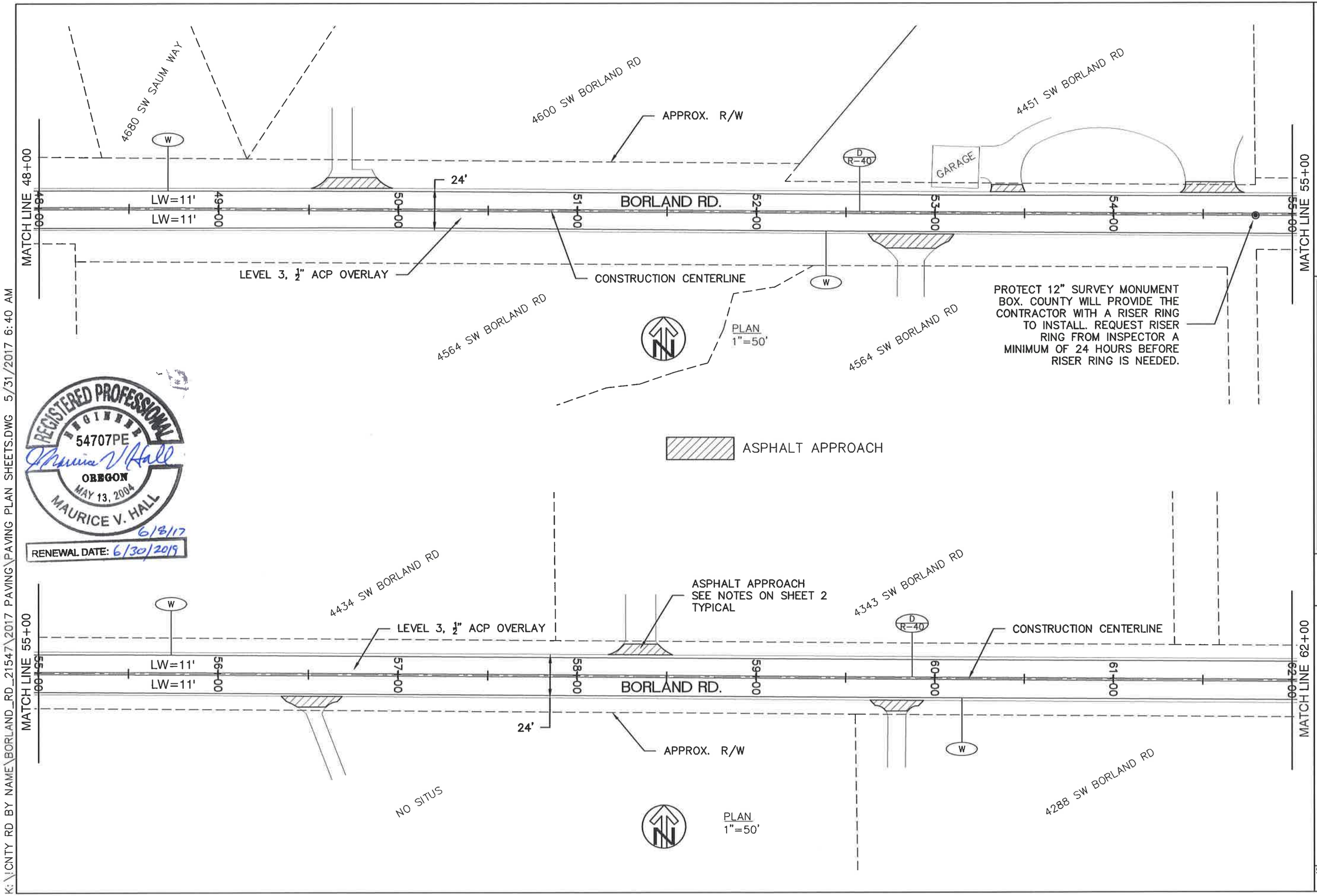
DESIGNED BY: VH
DRAFTED BY: PS
CHECKED BY: GW/DT

REVISIONS

NO	DATE:

Sheet No. 4





REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/2019

PLAN
BORLAND ROAD
PAVING
PROJECT

DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

CLACKAMAS COUNTY

M. BARBARA CARTMILL DIRECTOR

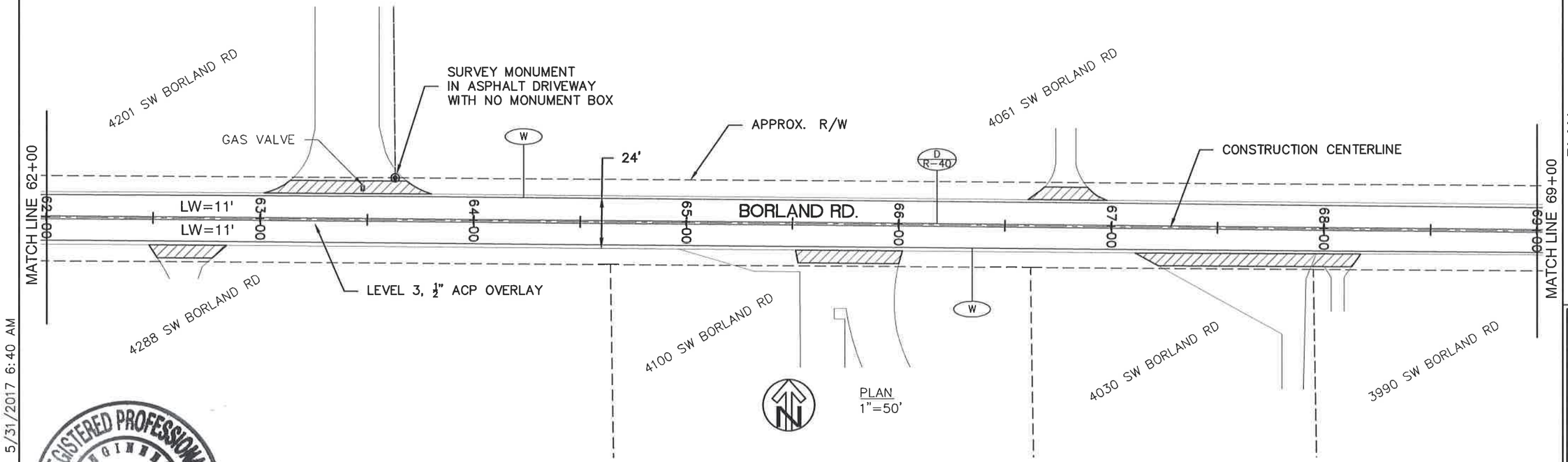
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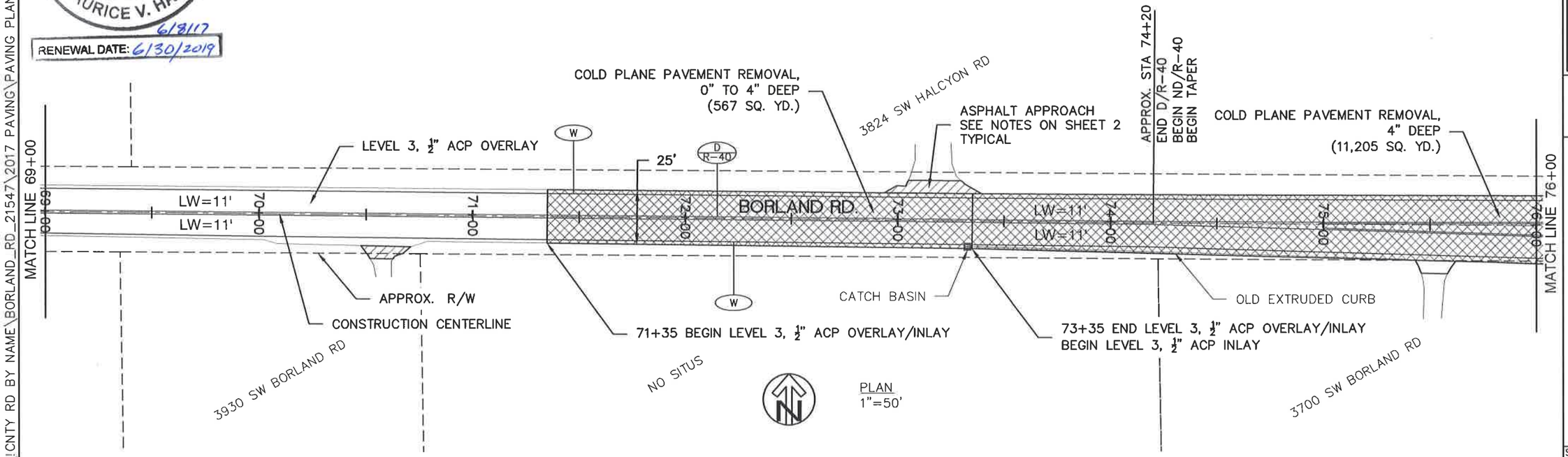
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ASPHALT APPROACH

COLD PLANE PAVEMENT REMOVAL



REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/2019

PLAN
BORLAND ROAD PAVING PROJECT

DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

M. BARBARA CARTMILL, DIRECTOR

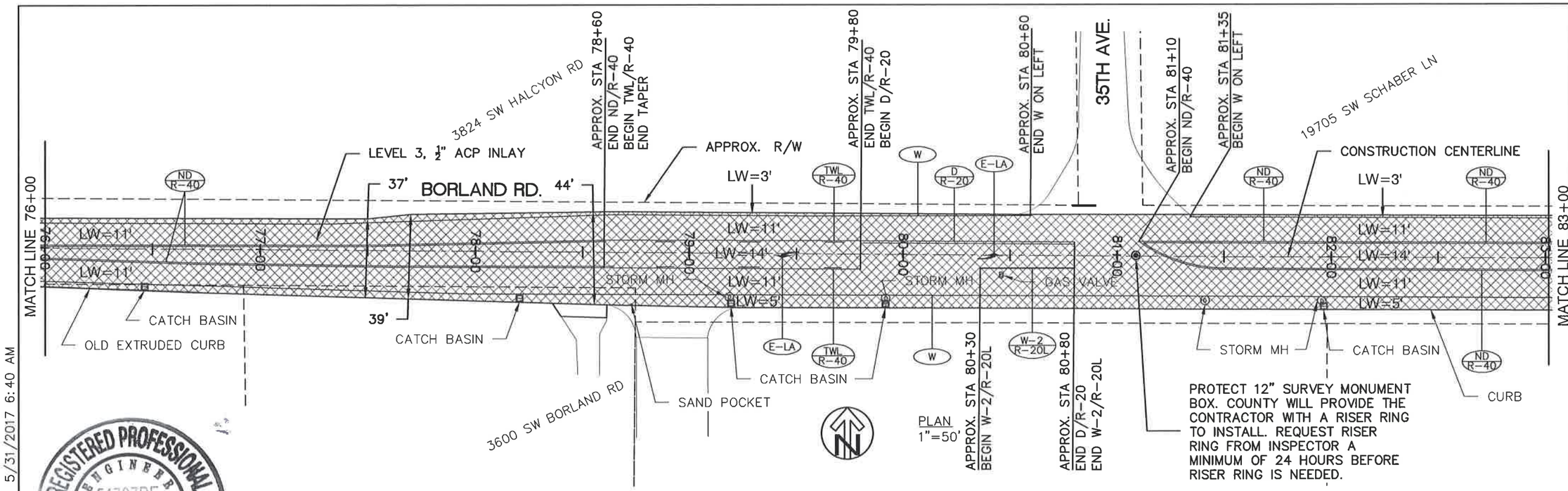
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PLAN
BORLAND ROAD
PAVING
PROJECT

DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

CLACKAMAS COUNTY

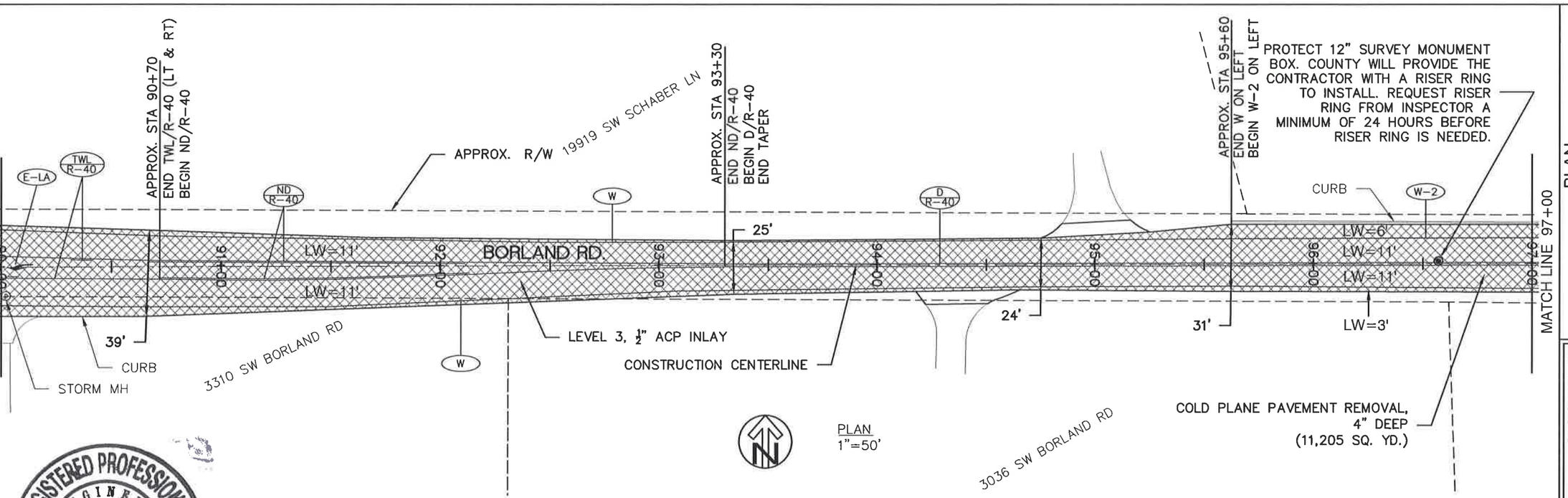
M. BARBARA CARTMILL, DIRECTOR

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REGISTERED PROFESSIONAL ENGINEER
54707PE
OREGON
MAY 13, 2004
MAURICE V. HALL
6/8/17
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PLAN
BORLAND ROAD PAVING PROJECT
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CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

CARTMILL — DIRECTOR
M. BARBARA CARTMILL

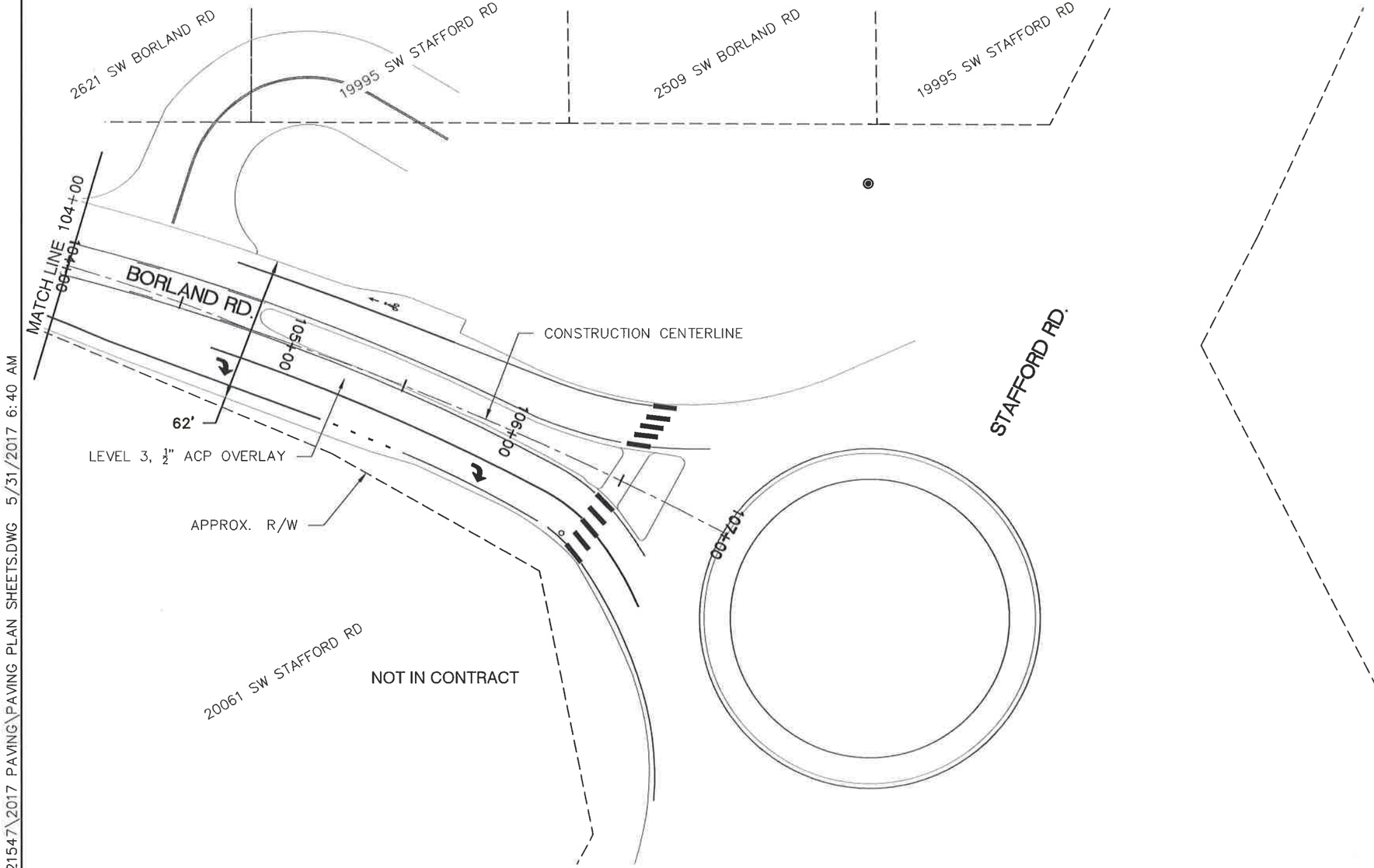
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PLAN
BORLAND ROAD
PAVING
PROJECT

DATE: 10/13/2016 | PROJECT NO.: RM 2016-715

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
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CLACKAMAS COUNTY

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54707PE
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MAY 13, 2004
MAURICE V. HALL
6/8/17
RENEWAL DATE: 6/30/19

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