



Gregory L. Geist
Director

June 30, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract #6614-BID#2022-51 between WES and DN Tanks LLC. With the total contract value of \$1,797,000.00 for Kellogg Creek Water Resource Recovery Secondary Clarifier Rehabilitation Construction Project paid through WES Capital Funds. No County General Funds are involved. – Procurement

Purpose/Outcomes	Approval of a Contract #6614-BID#2022-51 between WES and DN Tanks LLC. With the total contract value of \$1,797,000 for Kellogg Creek Water Resource Recovery Secondary Clarifier Rehabilitation Construction Project paid through WES Capital Funds. No County General Funds are involved. – <i>Procurement</i>
Dollar Amount and Fiscal Impact	The Contract Price is \$1,797,000.00.
Funding Source	WES Capital Funds. No County General Funds are involved.
Duration	The contract duration is through the Final Completion date of October 31, 2023.
Previous Board Action	Prior discussions related to budget and Capital Improvements Plan. This item was sent to Issues on June 28, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources by upgrading aging secondary clarifiers that was installed in 1995. 2. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding.
Counsel Review	Date of Counsel review: June 16, 2022 Name of County Counsel performing review: Amanda Keller
Procurement Review	Was this item reviewed by Procurement? Yes
Contact Person	Steven Rice, Senior Civil Engineer, 971-284-3710
Agreement No.	#6614

BACKGROUND:

WES has completed engineering design and bidding of the Kellogg Creek Water Resource Recovery Facility (KC WRRF) Secondary Clarifier Rehabilitation project. The KC WRRF was constructed as a conventional secondary treatment facility in 1976. The secondary clarifiers were last modified in 1995, and are due for rehabilitation. This project includes replacement of the existing two clarifier rotating mechanism drives, leveling and balancing the mechanisms, recoating

of the existing mechanisms steel, concrete surface and crack repair of the two 105-ft diameter x 16-ft deep basins, and recoating of the concrete launders.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 21, 2022. Bids were opened on May 19, 2022. The District received one (1) bids: DN Tanks, LLC, and subsequent review confirmed acceptability of the bid. A notice of intent to award the contract to DN Tanks was posted May 23, 2022.

Throughout the performance of the Work under this Contract, WES's Project Manager (Steven Rice) has been designated as the representative granted the authority to verbally authorize change orders in the field for an amount up to \$10,000.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract #6614-BID#2022-51 between WES and DN Tanks LLC. With the total contract value of \$1,797,000 for Kellogg Creek Water Resource Recovery Secondary Clarifier Rehabilitation Construction Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director
Water Environment Services

Attachments: Contract #6614

PROCUREMENT



RECORDING MEMO

New Agreement/Contract

Amendment/Change/Extension

Other: _____

Originating County Department: _____

Purchasing for: _____

Other party to contract/agreement: _____

Title from Business Meeting Agenda:

After recording please return to:

Clerk to the Board please complete below this line after Board approval _____

Board Agenda Date: _____

Agenda Item Number: _____



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT
Contract #6614

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, a political subdivision of the State of Oregon (the "Owner"), and DN Tanks, LLC, A Limited Liability Company of Delaware (the "Contractor"), both collectively referred to as the "Parties," and shall become effective on the date this Contract has been signed by all the Parties.

Project Name: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

1. Contract Price, Contract Documents and Work. The Contractor, in consideration of the sum of One Million Seven Hundred Ninety-Seven Thousand Dollars (\$1,797,000.00) (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 referenced within the Instructions to Bidders), hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

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

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

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

[X] Unless otherwise specified in the Contract Documents, the Owner designates Steven Rice 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.

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

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

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

Project Engineer: Danelly Justiniano 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

MILESTONE 1 – SUBSTANTIAL COMPLETION OF WORK FOR FIRST CLARIFIER: September 30, 2022

SUBSTANTIAL COMPLETION DATE: September 30, 2023

FINAL COMPLETION DATE: October 31, 2023

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. Reserved.

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

7. 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 Owner's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Owner 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 Owner 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.

8. Reserved.

9. 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.

10. 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.

11. Reserved.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Signature Page Follows

Contractor DATA:

DN Tanks, LLC, A Limited Liability Company of Delaware
351 Cypress lane
El Cajon, California 92020

Contractor CCB # 236987 Expiration Date: 8/10/2023
Oregon Business Registry # 1671047-94 Entity Type: FLLC State of Formation: Delaware

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.

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

DN Tanks, LLC, A Limited Liability Company of
Delaware

David Gourley 6/14/2022
Signature Date

David Gourley, Executive VP of Special Operations
Name / Title Printed

Water Environment Services

Chair Date

Recording Secretary



APPROVED AS TO FORM
Amanda Kelly 6/16/22
County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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**CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2022-51
Kellogg Creek WRRF Secondary Clarifier Rehabilitation
April 21, 2022**

Clackamas County ("County") on behalf of Water Environment Services through their Board of County Commissioners is accepting sealed bids for the Kellogg Creek WRRF Secondary Clarifier Rehabilitation Project until **May 19, 2022, 3:00 PM**, Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division via email to procurement@clackamas.us

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No.S-C01010-00002902.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$1,200,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, twhitley@clackamas.us.

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 OregonBuys listing shortly after the opening.

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, 2022, as amended on April 1, 2022 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 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 (10/13/2021), 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 OregonBuys listing and 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 OregonBuys 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 OregonBuys 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 #2022-51
Kellogg Creek WRRF Secondary Clarifier Rehabilitation**

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. Electronic Submissions:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date **3:00 p.m.** Pacific Time, May 19, 2022. The Bid must be emailed to the following address: Procurement@clackamas.us. **The email subject line must read “Bid for #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/86719198075>

Meeting ID: 867 1919 8075

One tap mobile

+13462487799,,86719198075# US (Houston)

+14086380968,,86719198075# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 867 1919 8075

Find your local number: <https://clackamascounty.zoom.us/j/86719198075>

**The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.

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: DN Tanks, LLC

Total Contract Amount: \$1,797,000.00

Project Name: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
Concrete Restoration	Grout Floor Placement
Epoxy Injection Concrete Crack Repair	Epoxy Coating Concrete Launder/Surface Preparation
Concrete Demolition	Incidental Corrosion Repairs

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 <u>correct legal name</u> 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 <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name RL Reimers Co Address 3939 Old Salem Rd. NE, Suite 200 City/St/Zip Albany, OR 97321 Phone# 541-926-7766 OCCB# 60891	Secondary Clarifier Mechanism Rehabilitation; Coatings for Existing Secondary Clarifier Mechanisms	\$564,000.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor Name:

Total Contract Amount: \$1,797,000.00

Project Name: #2022-51 Kellogg Creek WRRF Secondary Clarifi
Rehabilitation

<p align="center">LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)</p>	<p align="center">Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors</p>	<p align="center">DOLLAR AMOUNT OF SUBCONTRACT</p>	<p align="center">If Certified or self-reporting MBE/WBE/ESB Subcontractor</p>		
			<p>Check box <input checked="" type="checkbox"/></p>		
			MBE	WBE	ESB
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name N/A Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor: DN Tanks, LLC

Project: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

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>>)	
Bratton Construction, LLC	Mechanical Contractor	5/10/22	5/13/22	Sharon Maxwell	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Sent email, left voicemail. Did not offer bid.
Devco Mechanical, Inc.	Mechanical Contractor	5/10/22	5/13/22	Alex	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Sent email, left voicemail. Did not offer bid.
HR Mechanical Services, LLC	Mechanical Contractor	5/10/22	5/13/22	Hans Randklev	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Sent email, left voicemail. Did not offer bid.
Pittman Plumbing & Heating	Mechanical Contractor	5/10/22	5/13/22	Joshua Pittman	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Sent email, left voicemail. Did not offer bid.
By Design Steel Services LLC	Metals Coatings	5/11/22	5/13/22	Patrice Siminoe	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Sent email, left voicemail. Did not offer bid.
Complete Fusion Welding LLC	Metals Coatings	5/11/22	5/13/22	Abidias Calizte	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Does not perform required work. Declined to offer bid.
Norse Ironworks, Inc.	Metals Coatings	5/11/22	N/A	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Declined to offer bid.

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

Prime Contractor: DN Tanks, LLC

Project: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

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>>)	
Petroleum Compliance Services, LLC	Metals Coatings	5/11/22	N/A	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Declined to offer bid
Viking Engineering and Construction, LLC	Mechanical Contractor	5/10/22	N/A	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Construction Mgmt only.
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

We, DN Tanks, LLC a Limited Liability Company of Delaware, as "Principal," (Name of Principal)

and Western Surety Company, an South Dakota 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 (\$ 179,700.00)

One hundred seventy-nine thousand seven hundred and 00/100 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. 2022-51) 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 19th day of May, 2022.

Principal: DN Tanks, LLC a Limited Liability Company of Delaware

Surety: Western Surety Company

By: Dan R Conley Signature

By: Attorney-In-Fact Tara L Clifford

Executive Vice President of Special Operations Official Capacity

Tara L. Clifford Name

Attest: Allen Speedie Corporation Secretary

CNA Surety 53 State Street Address Boston MA 02109 City State Zip 617-994-4300 Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Frank J Smith, Donna M Robie, Christina D Hickey, Ellen J Young, Mark L Kingston, Ruth Ann Silverman, Ginette R Tentindo, John F Koegel, Tara L Clifford, Individually

of Natick, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



Generations Strong

11 Teal Road, Wakefield, MA 01880 | 781.246.1133 | Fax 781.224.5163

DN TANKS, LLC

Secretary's Certificate

The undersigned, being a duly elected Secretary of DN Tanks, LLC, a Delaware limited liability company (the "**Company**"), does hereby certify that:


The following is a complete, true and correct list of the officers of the Company as of the date set forth below, as elected by the Board of Directors of the Company

William F. Crowley	President & Chief Executive Officer
Michael Azarela	Chief Operating Officer, Treasurer
Thomas P. Christie	Executive Vice President of Work Acquisition
David Gourley	Executive Vice President of Special Operations
Jeffrey C. Tellier	Director of Finance, Secretary
Stephen Boyle	Senior Vice President of Estimating
James P. Diggins	Vice President & General Manager of East Operations
Christopher R. Brown	Vice President & General Manager of Central Operations
Robert J. Walsh	Vice President of Construction
Michael J. Dufresne	Director of Construction
Christopher Walenten	Director of Construction
Denise Vuilleumier	Director of Human Resources
Andrew Minogue	Vice President of Engineering, Assistant Secretary
Stephen M. Kane	Assistant Secretary
Erin Colliton	Assistant Secretary
Allen Speedie	Assistant Secretary
JoAnn C. Caster	Assistant Secretary

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 7th day of February, 2022.

DN Tanks, LLC

By: _____


Jeffrey C. Tellier
Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation
BID CLOSING: May 19, 2022, 3:00 PM, Pacific Time
BID OPENING: May 19, 2022, 3:05 PM, Pacific Time

FROM: DN Tanks, LLC, a Limited Liability Company of Delaware
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – procurement@clackamas.us

I. 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 Delaware;

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 Lump Sum Bid as follows:

One million seven hundred thirty thousand and 00/100 Dollars (\$ 1,730,000.00)

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

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

• ADDENDA numbered 1 through 1, inclusive (fill in blanks)

2. The Undersigned proposes to add to 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:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Concrete Restoration	SF	500	\$ 80.00	\$ 40,000.00
2	Epoxy Injection Concrete Crack Repair (Greater than 0.010 inch width)	Feet	300	\$ 90.00	\$ 27,000.00
3 Total of All Unit Price Bid Items (Subtotal)					\$ 67,000.00

The Undersigned acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Total Base Bid Price (Lump Sum and Unit Prices):

Base Bid Summary: Enter Amount from Previous Subtotals

Lump Sum Bid Price	\$ 1,730,000.00
Total of All Unit Price Bid Items	\$ 1,797,000.00

TOTAL BASE BID PRICE (TOTAL OF ALL LUMP SUM AND UNIT PRICE BIDS):

One million seven-hundred ninety-seven thousand and 00/100 Dollars (\$ 1,797,000.00)

4. The successful Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section E.6 of the General Conditions on or before the dates indicated in the Contract. The Bidder accepts the provisions of the Supplemental Conditions of the Contract as to liquidated damages.
5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Unit Prices.
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:

Western Surety Company
(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 236987. 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 Zurich American Insurance Company, Policy No. WC012497607, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):
Project Executive: Michael Dufresne, Cell Phone: 617-510-1082,
Project Manager: Omar Gomez, Cell Phone: 619-504-3515,
Job Superintendent: Oscar Jimenez, Cell Phone: 909-346-4451,
Project Engineer: Danelly Justiniano, Cell Phone: 619-961-6357.

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

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

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 DN Tanks, LLC, a Limited Liability Company of Delaware

ADDRESS 351 Cypress Lane
El Cajon CA 92020

TELEPHONE NO 619-440-8181

EMAIL allen.speedie@dntanks.com

SIGNATURE 1) N/A
Sole Individual

or 2) N/A
Partner

or 3) 
Authorized Officer or Employee of Corporation
Allen Speedie, Assistant Secretary

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

BID OPENING: May 19, 2022, 3:00 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.	RL Reimers Co	\$564,000.00	Mechanical and Metals Coatings
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: DN Tanks, LLC, a Limited Liability Company of Delaware

Bidder Signature:  Phone # 619-440-8181

Allen Speedie, Assistant Secretary



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS**

PROJECT: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

The following modifies the October 13, 2021 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. Section A.3 INTERPRETATION OF CONTRACT DOCUMENTS: Replace A.3.1 (a) through A.3.1 (e) with the following:

- a. Permits from outside agencies;
- b. The Contract including: exhibits (and addenda and any amendments thereto), Change Orders, engineer’s written interpretation and clarification, and the Notice to Proceed, with those of later date having precedence over those of an earlier date;
- c. Supplemental General Conditions;
- d. Clackamas County General Conditions (10/12/2021);
- e. Specifications – Division 01;
- f. Specifications Division 02 – 49;
- g. Construction Drawings (Construction Plans);
- h. Bonds

2. The following section is added to Section B.1 OWNER’S ADMINISTRATION OF THE CONTRACT:

B.1.5 Resident Project Representative (RPR) will be furnished by the Owner. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer as set forth elsewhere in the Contract Documents and are further limited and described below.

(a) The RPR will:

- a. Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
- b. Conferences and Meetings: Conduct or attend meetings with Contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.
- c. Liaison
 - i. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s authorized representative, and assist in understanding the intent of the Contract Documents;
 - ii. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s onsite operations;

- iii. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- d. Interpretation of Contract Documents: Inform Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor technical clarifications and interpretations as issued by Engineer, or non-technical clarifications and interpretations of the Contract Documents issued by Owner.
- e. Submittals: Receive submittals that are furnished at the Site by Contractor, and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of materials and equipment at Site, when recognized, requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- f. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor, in writing decisions as issued by Engineer.
- g. Review of Work and Rejection of Defective Work:
 - i. Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - ii. Inform Engineer and Contractor whenever RPR believes that any Work is defective.
 - iii. Advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval.
 - iv. Monitor to ensure that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof.
 - v. Observe, record and report to Engineer appropriate details relative to the test procedures and startups.
 - vi. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
- h. Inspections, Tests, and System Startups:
 - i. Verify tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof.
 - ii. Observe, record, and report to Engineer appropriate details relative to the test procedures and system startups.

- iii. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- i. Records:
 - i. Maintain at the Site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Contract, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Contract, Engineer's written clarifications and interpretations, progress reports, and other Project related documents.
 - ii. Keep a record of pertinent Site conditions, activities, decisions and events.
- j. Reports:
 - i. Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.
 - ii. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, and obtain backup material from Contractor as appropriate.
- k. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- l. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify materials and equipment certificates and operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and ensure these documents have been delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- m. Substantial Completion:
 - i. Conduct an inspection in the company of Engineer, Owner, and Contractor and prepare a list of items to be completed or corrected.
 - ii. Submit to Engineer a list of observed items requiring completion or correction.
- n. Final Completion:
 - i. Conduct final inspection in the company of Engineer, Owner, and Contractor.

- ii. Notify Contractor and Engineer in writing of all particulars in which this inspection reveals that the Work is incomplete or defective.
- iii. Observe that all items on final list have been completed, corrected, or accepted by Owner and make recommendations to Engineer concerning acceptance.

(b) The RPR will not:

- a. Have authority to authorize a deviation from Contract Documents or substitution of materials or equipment, unless authorized by Owner.
 - b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's authorized representative.
 - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.
 - g. Accept shop drawings or samples from anyone other than Contractor.
 - h. Authorize Owner to occupy the Project in whole or in part.
 - i. Take an action that would affect Owner's obligations related to scope or schedule of the Work.
3. Section B.4-Permits of the County General Conditions is hereby deleted in its entirety and replaced with the following:

B.4 PERMITS

Contractor will be responsible for obtaining all required permits and maintaining compliance with those permits throughout the course of the Work. Owner will pay the cost of obtaining all permits. The Contractor shall be responsible for any penalties or fines that result from Contractor's noncompliance with the terms of the permits.

4. The following section is added to **Section D.1 CHANGES IN WORK:**

D.1.7 Change Order Authorization.

Throughout the performance of the Work under this Contract, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for

processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Contract under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.

5. **Section D.2 DELAYS:** Delete first sentence of D.2.2 and entries D.2.2(a) and D.2.2(b).

6. The following section is added to **Section E.2 APPLICATION FOR PAYMENT:**

E.2.4 (i) National Pollutant Discharge Elimination System Permit Violations

- a. Kellogg Creek WRRF must continuously be in compliance with its National Pollutant Discharge Elimination System (NPDES) permit requirements. In the event permit violations are caused or, in the Owner's opinion, will be caused by the Contractor's operations, the Owner shall immediately be entitled to employ others to stop the violations without giving written notice to the Contractor.
- b. Penalties imposed on and costs incurred by the owner as a result of any violations caused by the actions of the Contractor, his employees, or subcontractors, shall be borne in full by the Contractor, including legal fees and other expenses to the Owner resulting directly or indirectly from the violation. Under the terms of discharge permits issued to the Owner, the Owner is liable for the following penalties:

NPDES Permit No. 100983 \$ 10,000 per day for each violation

- c. The Owner may withhold from any payments owed to the Contractor the amount of such costs, and a Change Order shall be issued to reflect any such reduction.

7. **Section E.5 RETAINAGE:** Delete everything after the first sentence of E.5.1.1.

8. The following section is added to **Section F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC:**

F.2.9 Contractor shall be aware that permit-required confined spaces exist in or near the Project Site. Entry to these spaces must be accomplished in compliance with the requirements of OAR 166-150-0190 (29 CFR 1910.146). Examples of permit-required confined spaces include but are not limited to the following:

- Open tanks beyond the handrails including clarifiers, aeration basins, channels, etc.
- Manholes.
- Flow control structures which have the potential to contain sewage.
- Enclosed tanks including digesters, clarifiers, grit basins, chemical tanks, etc.
- Wet well and dry wells of pump stations.
- Headworks channels.
- Electrical vaults.

The hazards associated with these confined spaces may include but are not limited to:

- Oxygen deficiency.
- Combustible vapors including methane.
- Slip hazards.
- Fall/retrieval hazard.
- Engulfment hazard.
- Lockout required of mechanical and electrical devices.
- Toxic or hazardous chemicals including hydrogen sulfide and process chemicals.
- Traffic hazards.
- Hot work and ignition sources.
- Potential for rapid changes in working conditions.
- Painting or coating application activities often pose temporary hazards.

Prior to beginning Work in permit-required confined spaces, Contractor shall provide Owner with a copy of Contractor's permit-required confined space entry plan/program including a copy of the permit forms that will be used by Contractor. Upon request by Contractor, Owner will review with Contractor, Owner's permit-required confined space program and specific procedures Owner would incorporate in spaces entered. Owner will coordinate any of its entries into the same spaces with Contractor. When the permit-required confined space Work is completed, Contractor shall inform Owner, in writing, of any hazards encountered or changes made resulting in different hazards within the space.

9. The following section is added to **Section H.1 CONTRACT PERIOD:**

H.1.6 Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated in Paragraph H.1.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- (a) *Substantial Completion:* Contractor shall pay Owner \$1,100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the Contract for Substantial Completion, until the Work is substantially complete.
- (b) *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,100 for each day that expires after such time until the Work is completed and ready for final payment.
- (c) *Milestones:* Contractor shall pay Owner \$1,100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the Contract for achievement of each Milestone, until each Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph H.1.6 (a) will apply, rather than the Milestone rate.
- (d) Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

10. 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 GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS October 13, 2021

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.

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**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.

APPROVED BY CONTRACTING AGENCY, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

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 subcontractor), 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.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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.8 SUBCONTRACTS AND ASSIGNMENT

B.8.1 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.8.2 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.8.3 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.9 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.10 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.11 ALLOWANCES

B.11.1 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.11.2 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.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.12.1 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.12.2 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.12.3 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.12.4 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.12.5 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.12.6 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.12.7 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.13 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.14 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 (5th) 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 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 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 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.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

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
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd 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 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 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments 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. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, 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 and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

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 (b), 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.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

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 Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

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 Contractor's 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, NON-APPROPRIATION 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 nor 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.

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-EXCLUSIVE 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.

L. 12 SURVIVAL

All warranty, indemnification, and record retention 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, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

L.13 ACCESS TO RECORDS

L.13.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.13.2 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 this 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.14 WAIVER

Failure of the Owner to enforce any provision of this 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 this Contract.

L. 15 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 30155575
Solicitation: #2022-51
Project Name: Kellogg Creek WRRF Secondary Clarifier Rehabilitation

Table with 3 columns: Surety Name, Bond Amount No. 1, Bond Amount No. 2, Total Penal Sum of Bond. Includes entries for Western Surety Company and a note about multiple sureties.

We, DN Tanks, LLC, a Limited Liability Company of Delaware 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 Water Environment Services ("District"), the sum of (Total Penal Sum of Bond) \$1,797,000.00 (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 the District, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Project Contract Documents; 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 the District and Clackamas County and their 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.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, 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 14TH day of June, 2022.



PRINCIPAL: DN Tanks, LLC a Limited Liability Company of Delaware

By: Dave Gowley
Signature
Executive Vice President
Official Capacity

Attest: [Signature]
ALLEN SPEEDIE
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

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

Donna M. Robie, Attorney-in-Fact

[Signature]
Name
Signature

CNA Surety, 53 State Street

Address

Boston MA 02109

City State Zip

617-994-4300

Phone Fax

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.
Nonpayment of the bond premium will not invalidate this bond nor shall the District 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 14th day of June, 2022.



PRINCIPAL: DN Tanks, LLC a Limited Liability Company of Delaware

By: [Signature]
Signature
Executive Vice President
Official Capacity

Attest: [Signature]
ALLEN SPEEDIE
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

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

Donna M. Robie Attorney-in-Fact
Name

[Signature]
Signature

CNA Surety, 53 State Street
Address

Boston MA 02109
City State Zip

617-994-4300
Phone Fax

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Frank J Smith, Donna M Robie, Christina D Hickey, Ellen J Young, Mark L Kingston, Ruth Ann Silverman, Ginette R Tentindo, John F Koegel, Tara L Clifford, Individually

of Natick, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of June, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



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

PROJECT: #2022-51 Kellogg Creek WRRF Secondary Clarifier Rehabilitation

Background

This contract consists of rehabilitating two secondary clarifiers at the Kellogg Creek Water Resource Recovery Facility (“WRRF”). The secondary clarifiers are 105-ft diameter with an approximate 15-ft sidewall depth. Each basin is outfitted with an existing Eimco rotating mechanism that was installed in 1995, when the last major rehabilitation occurred.

the rehabilitation Project includes the following:

- Remove existing drive and replace with new drive unit and local control panel.
- Replace existing sludge scraper blades.
- Level rehabilitated mechanism.
- Remove existing grout floor topping and apply new grout floor topping.
- Remove existing coating on concrete launder and apply new coating.
- Perform incidental concrete crack repairs.
- Perform incidental concrete spall repairs on the tank interior.
- Perform incidental corrosion repairs.
- Abrasive blast surface preparation of existing painted metal surfaces.
- Recoating of existing painted metal surfaces.

Engineers Estimate: \$1,200,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued. The Work on the first clarifier shall be substantially completed by September 30, 2022. Both clarifiers must be returned to service and operable by October 1, 2022 and remain in service until June 1, 2023. The work on the second clarifier shall be completed by September 30, 2023.

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:

- Clackamas Water Environment Services – Kellogg Creek WRRF Secondary Clarifier Rehabilitation Specifications. (78 Pages)
- Reference Drawings. (10 pages)

CLACKAMAS WATER ENVIRONMENT SERVICES
MILWAUKIE, OREGON

CONTRACT DOCUMENTS

for the construction of the

KELLOGG CREEK WRRF
SECONDARY CLARIFIER REHABILITATION

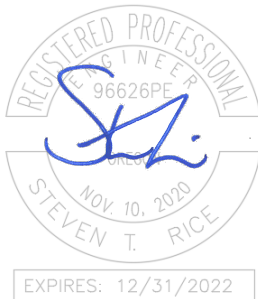
WES Project No. P632344



CLACKAMAS
WATER
ENVIRONMENT
SERVICES

KELLOGG CREEK WRRF SECONDARY CLARIFIER REHABILITATION
CERTIFICATE OF ENGINEER

Water Environment Services
Steven T. Rice



I certify the Specifications are applicable to the design for the subject project and were prepared by me or under my supervision.

Digitally signed on April 18, 2022

Steven T. Rice

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01 12 00	Project Meetings
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01 77 00	Closeout Procedures
01 79 00	Demonstration and Training

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03 01 30	Concrete Tank Repair and Rehabilitation
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09 96 35	Coatings for Existing Secondary Clarifier Mechanisms
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----------	--

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VOLUME 2

REFERENCE DRAWINGS

END OF SECTION

SPECIFICATIONS

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with improvements to two existing secondary clarifiers as follows:
1. Removal of existing drive and replacement with new drive unit and local control panel.
 2. Leveling of rotating clarifier mechanism.
 3. Replacement of existing sludge scraper blades.
 4. Removal of existing grout floor topping and application of new grout floor topping.
 5. Removal of existing coating on concrete launder and application of new coating for both launders.
 6. Incidental concrete crack repairs.
 7. Incidental concrete spall repairs on the tank interior.
 8. Incidental corrosion repairs.
 9. Abrasive blast surface preparation of existing painted metal surfaces.
 10. Recoating of existing painted metal surfaces.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 12 00 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 GENERAL

- A. Engineer will schedule physical arrangements for meetings throughout progress of Work, prepare meeting agenda with regular participant input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.

1.2 PRECONSTRUCTION CONFERENCE

- A. Contractor shall be prepared to discuss the following subjects, as a minimum:
 - 1. Required schedules.
 - 2. Status of Bonds and insurance.
 - 3. Schedule of values.
 - 4. Progress payment procedures.
 - 5. Sequencing of critical path work items.
 - 6. Major product delivery and priorities.
 - 7. Contractor's Site Specific Safety Plan (see Supplements).
- B. Attendees will include:
 - 1. Owner's representatives.
 - 2. Contractor's office representative.
 - 3. Contractor's resident superintendent.
 - 4. Contractor's quality control representative.
 - 5. Subcontractor's representatives whom Contractor may desire or Engineer may request to attend.
 - 6. Others as appropriate.

1.3 PRELIMINARY SCHEDULES REVIEW MEETING

- A. As set forth in General Conditions and Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.

1.4 PROGRESS MEETINGS

- A. Engineer will schedule regular progress meetings at site, conducted as agreed to with Owner and Contractor, to review the Work progress, progress schedule, Shop Drawing and Sample submissions schedule, Application for Payment, contract modifications, and other matters needing discussion and resolution. At one meeting each month the Contractor's updated narrative progress report and overall schedule will be a topic of discussion.
- B. Attendees will include:
 - 1. Owner's representative(s), as appropriate.

2. Contractor, Subcontractors, and Suppliers, as appropriate.
3. Engineer's representative(s).
4. Others as appropriate.

1.5 QUALITY CONTROL AND COORDINATION MEETINGS

- A. Scheduled by Engineer as necessary to review test and inspection reports, and other matters relating to quality control of Work and work of other contractors.
- B. Attendees will include:
 1. Contractor.
 2. Owner's representatives, as appropriate.
 3. Subcontractors and Suppliers, as necessary.
 4. Engineer's representatives.

1.6 PREINSTALLATION MEETINGS

- A. When required in individual Specification sections, convene at site prior to commencing Work of that section.
- B. Require attendance of entities directly affecting, or affected by, Work of that section.
- C. Notify Engineer 4 days in advance of meeting date.
- D. Provide suggested agenda to Engineer to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.

1.7 FACILITY STARTUP MEETINGS

- A. Schedule and attend a minimum of two facility startup meetings prior to starting up each rehabilitated clarifier.
- B. Agenda items shall include, but not be limited to, content of Facility Startup Plan, coordination needed between various parties in attendance, and potential problems associated with startup.
- C. Attendees will include:
 1. Contractor.
 2. Subcontractors and equipment Manufacturer's representatives whom Contractor deems to be directly involved in facility startup.
 3. Engineer's representatives.
 4. Owner's operations personnel.
 5. Others as required by Contract Documents or as deemed necessary by Contractor.

1.8 OTHER MEETINGS

- A. In accordance with Contract Documents and as may be required by Owner and Engineer.

1.9 SUPPLEMENTS

- A. The supplement listed below, following “End of Section,” is part of this specification.
 - 1. Site Specific Safety Plan Certification

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SITE SPECIFIC SAFETY PLAN CERTIFICATION

Contractor performs all operations in strict accordance with all applicable standards set by Oregon Occupational Safety and Health Division (OR-OSHA), including, but not limited to Oregon Administrative Rules (OAR) 437, Chapter 2, Sections 141 – 147 (29 CFR Part 1910, 29 CFR Part 1926).

Contractor creates and maintains a Site-Specific Safety Plan, which is require on-site through the entirety of the project. The Contractor's Safety Manager is trained and knowledgeable in all safety requirements and shall be responsible for the compliance with all applicable safety requirements. All job personnel are knowledgeable of and comply with the Site Specific Safety Plan requirements.

The Site-Specific Safety Plan includes the following basic elements:

- Policy or goals statement
- List of responsible persons, including 24 hour contact information
- Hazard identification and assessment (Job Hazard Analysis)
- Hazard controls and safe practices
- Emergency and accident response
- Confined Space Entry Plan, including the Rescue Plan
- Emergency Spill Response Plan
- Pollution Control Plan
- Employee training and communication
- Recordkeeping

Contractor acknowledges that they are solely and completely responsible for the safety of the construction site, including, but not limited to, the safety of all persons and property present at the site at any time until final completion and acceptance by District.

I, _____ (the undersigned Contractor), affirm that I comply with the above information.

Name of Firm

Signature

Printed Name

Title

SECTION 01 31 00 – PROJECT COORDINATION

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Informational:
 - 1. Photographs and other records of examination.

1.2 RELATED WORK AT THE SITE

- A. General:
 - 1. Other work that is either directly or indirectly related to scheduled performance of the Work under these Contract Documents, listed henceforth, is anticipated to be performed at Site by others.
 - 2. Include sequencing constraints as specified herein as part of Progress Schedule.
- B. Other Concurrent Work: The Owner and Owner's contractors are expected to be performing the following work during a period concurrent with the Work:
 - 1. Influent Pump Station Pumps 2 and 4 Replacement Project
 - 2. Aeration Basin Improvements Project

1.3 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.
 - 1. Clackamas County Sherriff: (503) 655-8218.
 - 2. Water Environment Services: (503) 742-4567.
 - 3. Portland General Electric: (503) 228-6322.
 - 4. Comcast: (800) 266-2278.
 - 5. NW Natural: (503) 226-4211.
 - 6. Qwest: (877) 348-9007.
 - 7. Oregon Utility Notification Center: (800) 332-2344.

1.4 PROJECT MILESTONES

- A. Include the Milestones specified herein as a part of the Progress Schedule required under Section 01 32 00 Construction Progress Documentation.
- B. Milestone 1: Substantial Completion of Work for First Clarifier
 - 1. Contractor shall substantially complete Work in the first clarifier taken out of service, as agreed to and coordinated with the Owner, before the specified date. The Work includes all items described in Section 01 11 00 Summary of Work for the initial basin, as well as the specified functional and performance testing.
 - 2. Milestone 1 Substantial Completion Date: September 30, 2022.

1.5 WORK SEQUENCING/CONSTRAINTS

- A. Include the following work sequences in the Progress Schedule required under Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.
- B. This Section identifies several construction constraints that must be reflected in the Contractor project coordination. An overall outline is presented in this Section for the Construction coordination, demolition, and seasonal/process constraints that shall be considered during construction. The sequence of Work for this Project must reflect the constraints identified herein.
- C. Definitions:
 - 1. Dry weather periods shall, in general, be from June 1 through September 30. Actual dry weather periods shall be as determined by the Owner based on weather, flows entering plant, and plant operation requirements.
 - 2. Wet weather periods shall be any time period which is not within the defined dry weather periods.
- D. Incorporate the Following Construction Constraints into the Work:
 - 1. All secondary clarifiers must remain in service from the period of October 1 to May 31 annually.
 - 2. A maximum of one secondary clarifier may be out of service at a time during the period between June 1 and September 30 annually.

1.6 FACILITY OPERATIONS

- A. Continuous operation of Owner's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, as required, to prevent interruption of Owner's operations.
- C. Provide safe access to Owner's existing facilities, including access for:
 - 1. Biosolids trucks
 - 2. Chemical deliveries (including polymer, hypochlorite, and bisulfite).
 - 3. Fuel deliveries for generator re-fueling.
 - 4. Garbage pickup.
- D. When necessary, be responsible for planning, designing, and providing various temporary services, utilities, connections, temporary piping, bypass facilities and temporary connections, and similar items to maintain continuous operations of Owner's facility. Sequences other than those specified will be considered upon written request to Owner and Engineer, provided they afford equivalent continuity of operations.
- E. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract

Documents and after authorization by Owner and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.

- F. Any tanks or pipelines requiring drainage prior to construction will be drained by the Owner's staff to the maximum extent possible utilizing existing piping and drains where they exist. Contractor shall provide temporary pumping and effort to complete drainage of tank or pipeline as required. Provide minimum 7 days notice to Engineer and Owner of need to drain a facility, unless otherwise specified.
- G. Power outages will be considered upon 48 hours written request to Owner and Engineer. Describe the reason, anticipated length of time, and areas affected by the outage in the written request. Provide temporary provisions for continuous power supply to critical existing facility components, is requested by Owner.
- H. Coordinate proposed work with Engineer and Owner before implementing unit shutdowns. Under no circumstances shall Work end if such actions may inadvertently cause a cessation of any facility operation. In such cases, remain onsite until necessary repairs are complete and facility is brought back online.
- I. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment and structures, electrical conduit wiring, electrical duct bank, and other necessary items.
 - 3. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 - 4. Perform relocations to minimize downtime of existing facilities.
 - 5. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by Engineer.

1.7 ADJACENT FACILITIES AND PROPERTIES

- A. Examination:
 - 1. After Effective Date of the Agreement and before Work at Site is started Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.
 - 2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.
- B. Documentation:
 - 1. Record and submit documentation of observations made on examination inspections for signature of Engineer and Contractor and in accordance with paragraph Construction Photographs and Audio-Video Recordings.

2. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.8 OWNER'S OCCUPANCY

- A. Owner will occupy the premises during the period of construction for the conduct of its normal operations. Cooperate with Owner in all construction operations to minimize conflict and to facilitate Owner usage.

1.9 CONSTRUCTION PHOTOGRAPHS

- A. Photographically document all phases of the project including preconstruction, construction progress, and post-construction.
- B. Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.
- C. Digital Images: No post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.
- D. Preconstruction and Post-Construction:
 1. After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take exposures of all areas of the Construction Site and property adjacent to perimeter of Construction Site.
 2. Format: Digital, minimum resolution of 1680 pixels by 2240 pixels and 24-bit, millions of color.
- E. Construction Progress Photos:
 1. Photographically demonstrate progress of construction, showing every aspect of Site and adjacent properties as well as interior and exterior of new or impacted structures.
 2. Take photos as frequent as required to document all major aspects of construction. Coordinate with Engineer.

1.10 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work in each clarifier basin but following draining and cleaning of the tank, and again within 10 days following date of Substantial Completion, video-graph Construction Site and property adjacent to Construction Site.
- B. In the case of preconstruction recording, no Work shall begin in the area prior to Engineer's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within Construction Site and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.

- D. Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Video Format and Quality:
 - 1. Digital format, with sound.
 - 2. Video:
 - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
 - 3. Audio:
 - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.
 - b. Indicate date, project name, and a brief description of the location of taping, including:
 - 1). Facility name.
 - 2). Street names or easements.
 - 3). Addresses of private property.
 - 4). Direction of coverage, including engineering stationing, if applicable.
 - 4. Documentation:
 - a. DVD Label:
 - 1). DVD number (numbered sequentially, beginning with 001).
 - 2). Project name.
 - 3). Date and time of coverage.
 - 5. Project Video Log: Maintain an ongoing log that incorporates above noted label information for DVDs on Project.

1.11 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

- A. The Owner and Contractor shall utilize an Owner provided electronic document management system (EDMS) similar to Procore, or equal, for electronic submittal of all data and documents throughout the duration of the Contract. The Owner furnished EDMS will be made available to all Contractors' Project personnel, subcontractor personnel, suppliers, consultants and the Designer of Record. The joint use of this system is to facilitate; electronic exchange of information, automation of key processes, and overall management of the Contract. The EDMS shall be the primary means of Project information submission and management. When required by the Owners representative, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents the paper documents will govern.
- B. User Access Limitations:
 - 1. The Owner's Representative will control the Contractor's access to the EDMS by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen), and user privileges (determines what they can do). Subcontractors and suppliers will be given access to the EDMS through the Contractor. Entry of information exchanged and

transferred between the Contractor and its subcontractors and suppliers on the EDMS shall be the responsibility of the Contractor.

2. Joint Ownership of Data: Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the EDMS) by the Owner's Representative and the Contractor will be jointly owned.
- C. Automated System Notification and Audit Log Tracking: Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- D. User Access Administration: Provide a list of Contractor's key EDMS personnel for the Owner's Representative acceptance. Contractor is responsible for adding and removing users from the system. The Owner's Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and subcontractors to the EDMS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SALVAGE OF MATERIALS

- A. Materials to be salvaged include: None.

3.2 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.
- B. Obtain prior written authorization of Engineer and Owner before commencing work to cut or otherwise alter:
 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 2. Weather- or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Work of others.
- C. Refinish surfaces to provide an even finish.
 1. Refinish continuous surfaces to nearest intersection.
 2. Refinish entire assemblies.
 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.

- D. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
- E. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.
- F. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
- G. Remove specimens of installed Work for testing when requested by Engineer.

END OF SECTION

SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUBMITTALS

A. Informational Submittals:

1. Preliminary Progress Schedule: Submit at least 7 days prior to preconstruction conference
2. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 60 days after Effective Date of the Agreement.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Article Detailed Progress Schedule.
3. Submit with Each Progress Schedule Submission:
 - a. Contractor's certification that Progress Schedule submission is actual schedule being utilized for execution of the Work.
 - b. Electronic file compatible with latest version of Microsoft Project.
 - c. Progress Schedule: Legible copies (pdf format).
 - d. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
4. Prior to final payment, submit a final Updated Progress Schedule.

1.2 PRELIMINARY PROGRESS SCHEDULE

- A. In addition to basic requirements outlined in General Conditions, show a detailed schedule, beginning with Notice to Proceed, for minimum duration of 120 days, and a summary of balance of Project through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.
 3. Submittals, with review time. Contractor may use Schedule of Submittals specified in Section 01 33 00, SUBMITTAL PROCEDURES.
 4. Early procurement activities for long lead equipment and materials.
 5. Specified Work sequences and construction constraints.
 6. Contract Milestone and Completion Dates.
 7. Major structural, mechanical, equipment, electrical, architectural, and instrumentation and control Work.
 8. System startup summary.
 9. Project close-out summary.
 10. Demobilization summary.
- C. Update Preliminary Progress Schedule monthly; as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to Engineer.

- D. Format: In accordance with Article Progress Schedule Critical Path Network.
- E. Update monthly to reflect actual progress and occurrences to date as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the monthly progress payment until the schedule is updated in an acceptable manner.

1.3 DETAILED PROGRESS SCHEDULE

- A. General: Comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) 580, "Construction Project Planning and Scheduling Guidelines." If a conflict occurs between the AGC publication and this Specification, this Specification shall govern. Adjust or confirm schedules in accordance with General Conditions on a monthly basis and submit to Owner's Representative.
- B. Contents:
 - 1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 - 2. Identify Work calendar basis using days as a unit of measure.
 - 3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
 - 4. Identify the Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
 - 5. Reflect sequences of the Work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01 31 00, PROJECT COORDINATION.
 - 6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement, and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial Site work.
 - d. Specified Work sequences, constraints, and Milestones, including
 - e. Substantial Completion date(s) Subcontract Work.
 - f. Major equipment design, fabrication, factory testing, and delivery dates.
 - g. Concrete Work.
 - h. Equipment Work.
 - i. Electrical Work.
 - j. Instrumentation and control Work.
 - k. Other important Work for each major facility.
 - l. Equipment and system startup and test activities.
 - m. Project closeout and cleanup.
 - n. Demobilization.
 - 7. No activity duration exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day and not more than 14 days, unless otherwise approved.

8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

C. Network Graphical Display:

1. Plot or print on paper not greater than 30" x 42" or smaller than 22" x 34", unless otherwise approved.
2. Title Block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
5. Indicate the critical path.
6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise requested by Engineer.
9. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

1. 8-1/2" x 11" white paper, unless otherwise approved.
2. List information for each activity in tabular format, including, at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual start on Updated Progress Schedules).
 - f. Early Finish Date (Actual finish on Updated Progress Schedules).
 - g. Late Start Date.
 - h. Late Finish Date.
 - i. Total Float.
3. Sort reports, in ascending order, as listed below:
 - a. Activity number sequence with predecessor and successor activity.

E. Cost -Loading:

1. Note the estimated cost to perform each Work activity, with the exception of Submittals or Submittal reviews, in the network in a tabular listing.
2. The sum of all activity costs shall equal the Contract Price. An unbalanced or front-end-loaded schedule will not be acceptable.
3. The accepted cost-loaded Progress Schedule shall constitute the Schedule of Values.

1.4 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:

1. Progress of Work to within 5 working days prior to submission.
 2. Approved changes in Work scope and activities modified since submission.
 3. Delays in Submittals or re-submittals, deliveries, or Work.
 4. Adjusted or modified sequences of Work.
 5. Other identifiable changes.
 6. Revised projections of progress and completion.
 7. Report of changed logic.
- B. Produce detailed sub schedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns.
- C. If an activity is not completed by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how nonperformance will be corrected to return to acceptable current Progress Schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.
- D. Owner may order Contractor to increase plant, equipment, labor force or working hours if Contractor fails to:
1. Complete a Milestone activity by its completion date.
 2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.5 SCHEDULE ACCEPTANCE

- A. Engineer's acceptance will demonstrate agreement that:
1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Access restrictions are accurately reflected.
 - d. Startup and testing times are as specified.
 - e. Submittal review times are as specified.
 - f. Startup testing duration is as specified and timing is acceptable.
 2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that in the Engineer's judgment, the schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.
- B. Unacceptable Preliminary Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
 2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, during which time Contractor shall update schedule on a monthly basis to reflect actual progress and occurrences to date.
- C. Unacceptable Detailed Progress Schedule:
1. Make requested corrections; resubmit within 10 days.
 2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.
- D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule shall be delineated in Narrative Report current with proposed Updated Progress Schedule.
- 1.6 ADJUSTMENT OF CONTRACT TIMES
- A. Reference the General Conditions.
- B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- C. Float:
1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
 2. Use of float suppression techniques, such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited. Use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.
 3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs, which:
 - a. Impacts Project's critical path,
 - b. Consumes all available float or contingency time, and
 - c. Extends Work beyond contract completion date.
- D. Claims Based on Contract Times:
1. Where Engineer has not yet rendered formal decision on Contractor's Claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, Contractor shall reflect an interim adjustment in the Progress Schedule as acceptable to Engineer.
 2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
 3. Contractor shall revise Progress Schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 – SUBMITTALS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.2 PROCEDURES

- A. Direct Submittals to Engineer.
 - 1. Submit via Project's electronic document management system software. See Section 01 31 13, Project Coordination.
 - 2. Each submittal shall be an electronic file in PDF format.
- B. Transmittal of Submittal:
 - 1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting to Engineer.
 - 1). Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2). Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
 - 2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form. A blank Transmittal of Contractor's Submittal form shall be provided by Engineer.
 - 3. Identify Each Submittal with the Following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Engineer's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, subcontractor or Supplier and Manufacturer as appropriate.
 - 4. Identify and describe each deviation or variation from Contract Documents.
- C. Format:
 - 1. Do not base Shop Drawings on reproductions of Contract Documents.

2. Package submittal information by individual Specification section. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
 4. Index with labeled e in orderly manner.
- D. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual Specification sections.
- E. Processing Time:
1. Time for review shall commence on Engineer's receipt of submittal.
 2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified.
 3. Re-submittals will be subject to same review time.
 4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent re-submittals.
- F. Re-submittals: Clearly identify each correction or change made.
- G. Incomplete Submittals:
1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp completed and signed.
 - b. Transmittal of Contractor's Submittal completed and signed.
- H. Submittals not required by Contract Documents:
1. Will not be reviewed and will be returned stamped "Not Subject to Review."

1.3 ACTION SUBMITTALS

- A. Prepare and submit Action Submittals required by individual Specification sections.
- B. Shop Drawings:
1. Copies: Electronic.
 2. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
 3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.

- b. Supplement standard information to provide information specifically applicable to the Work.
 4. Product Data: Provide as specified in individual Specifications.
 5. Foreign Manufacturers: When proposed, include following additional information:
 - a. Names and addresses of at least two companies that maintain technical service representatives close to Project.
 - b. Complete list of spare parts and accessories for each piece of equipment.
- C. Samples:
 1. Copies: One, unless otherwise specified in individual Specifications.
 2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.
 - b. Model number.
 - c. Material.
 - d. Sample source.
 3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
 4. Full-size Samples:
 - a. Size as indicated in individual Specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions: Engineer will review, mark, and stamp as appropriate, and distribute marked-up copies as noted:
 1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic
 2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution: Electronic
 3. Partial Approval, re-submit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution: Electronic
 4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.

1.4 INFORMATIONAL SUBMITTALS

- A. General:
 - 1. Copies: Electronic.
 - 2. Refer to individual Specification sections for specific submittal requirements.
 - 3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copies to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will return remaining copies with review comments to Contractor, and require that submittal be corrected and resubmitted.
- B. Certificates:
 - 1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
 - 2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.
- C. Construction Photographs and Video: In accordance with Section 01 31 00, PROJECT COORDINATION, and as may otherwise be required in Contract Documents.
- D. Contract Closeout Submittals: In accordance with Section 01 77 00, CLOSEOUT PROCEDURES.
- E. Manufacturer's Instructions: Written or published information that documents Manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.
- F. Schedules:
 - 1. Schedule of Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.
 - 2. Schedule of Values: In accordance with Section 01 29 00, PAYMENT PROCEDURES.
 - 3. Schedule of Estimated Progress Payments: In accordance with Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.
 - 4. Progress Schedules: In accordance with Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.
- G. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.
- H. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor,

engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.

- I. Submittals Required by Laws, Regulations, and Governing Agencies:
 1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable Federal, State, or local governing agency or their representative.
 2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

- J. Test and Inspection Reports:
 1. General: Shall contain signature of person responsible for test or report.
 2. Factory:
 - a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual Specification sections.
 3. Field: As a minimum, include the following:
 - a. Project title and number.
 - b. Date and time.
 - c. Record of temperature and weather conditions.
 - d. Identification of product and Specification section.
 - e. Type and location of test, Sample, or inspection, including referenced standard or code.
 - f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - h. Provide interpretation of test results, when requested by Engineer.
 - i. Other items as identified in individual Specification sections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Association of Nurserymen: American Standards for Nursery Stock.
 2. Federal Emergency Management Agency.
 3. NFPA, National Fire Prevention Standard for Safeguarding Building Construction Operations.
 4. Telecommunications Industry Association (TIA); Electronic Industries Alliance (EIA): 568B, Commercial Building Telecommunications Cabling Standard.
 5. U.S. Department of Agriculture: Urban Hydrology for Small Watersheds.
 6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years.

1.2 SUBMITTALS

- A. Informational Submittals:
1. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
 2. Temporary Construction Submittals:
 - a. Parking area plans.
 - b. Staging area location plan.
 3. Temporary Control Submittals:
 - a. Dust control plan.
 - b. Noise control plan.
 - c. Plan for disposal of waste materials and intended haul routes.

1.3 MOBILIZATION

- A. Mobilization shall Include, but Not be Limited to, these Principal Items:
1. Obtaining required permits.
 2. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
 3. Arrange for and erection of Contractor's work and storage yard.
 4. Posting OSHA required notices and establishing safety programs and procedures.
 5. Have Contractor's superintendent at Site full time.

1.4 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's property.
- B. Keep Owner informed of serious onsite accidents and related claims.
- C. Use of Explosives: No blasting or use of explosives will be allowed onsite.

PART 2 - PRODUCTS

2.1 ENGINEER'S FIELD OFFICES

- A. Owner will furnish Engineer's field office.

PART 3 - EXECUTION

3.1 ENGINEER'S FIELD OFFICE

- A. No work by Contractor for Engineer's field office.

3.2 TEMPORARY UTILITIES

- A. Power:
 - 1. Electric power will be available at or near Site. Determine type and amount available and make arrangements for obtaining temporary electric power service, metering equipment, and pay all costs for electric power used during contract period, except for portions of the Work designated in writing by Engineer as substantially complete.
 - 2. Cost of electric power will be borne by Contractor.
- B. Lighting: Provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.
- C. Heating, Cooling, and Ventilating:
 - 1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for installation of materials, and to protect materials, equipment, and finishes from damage due to temperature or humidity. Costs for temporary heat shall be borne by Contractor.
 - 2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
 - 3. Pay all costs of installation, maintenance, operation, removal, and fuel consumed.
 - 4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.
- D. Water:
 - 1. Potable water is available at the site. Secure written permission for connection and use from Owner and meet requirements for use. Contractor shall pay cost to connect water during construction. Owner shall pay cost for water used during construction.
 - 2. Include costs to connect and transport water to construction areas in Contract Price.
 - 3. Provide a means to prevent water used for testing from flowing back into source pipeline.

- E. Sanitary and Personnel Facilities:
 - 1. Provide and maintain facilities for Contractor's employees, Subcontractors, and all other onsite employers' employees. Service, clean, and maintain facilities and enclosures.
- F. Telephone Service:
 - 1. No incoming calls allowed to Owner's plant telephone system.
- G. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

3.3 PROTECTION OF WORK AND PROPERTY

- A. General:
 - 1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
 - 2. Where completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
 - 3. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
 - 4. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.
 - 5. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance: Before exposing a utility, obtain utility owner's permission. Should service of a utility become interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.
 - 6. Do not impair operation of existing sewer system. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures.
 - 7. Maintain original Site drainage wherever possible.
- B. Trees and Plantings:
 - 1. Protect from damage and preserve trees, shrubs, and other plants outside limits of the Work and within limits of the Work.
- C. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- D. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.

- E. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.

3.4 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.
2. Burning: Of waste materials, rubbish, or other debris will not be permitted on or adjacent to Site.
3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise Control:

1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Ordinance: As described in the City of Milwaukie Municipal Code.
3. Noise Control Plan: Propose plan to mitigate construction noise and to comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:

1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and storm water flow, including dewatering pump discharges.
3. Comply with procedures outlined in U.S. Environmental Protection Agency manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning," "Implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," and "Erosion and Sediment Control-Surface Mining in Eastern United States."
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

3.5 STORAGE YARDS AND BUILDINGS

- A. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.
- B. Temporary Storage Buildings:
 - 1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.
 - 2. Arrange or partition to provide security of contents and ready access for inspection and inventory.
 - 3. Store combustible materials (paints, solvents, fuels) in a well-ventilated and remote building meeting safety standards.

3.6 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on Owner's existing paved areas, except as specifically designated for Contractor's use.

3.7 VEHICULAR TRAFFIC

- A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.
- B. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
- C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- D. Coordinate traffic routing with that of others working in same or adjacent areas.
- E. CLEANING DURING CONSTRUCTION
 - 1. In accordance with General Conditions, as may be specified in other Specification sections, and as required herein.

- F. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep all floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up all debris and dispose.
- G. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
- H. At least weekly, brush sweep entry drive and roadways, and all other streets and walkways affected by the Work and where adjacent to the Work.

END OF SECTION

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Informational Submittals:
 - 1. Submit Prior to Application for Final Payment.
 - a. Approved Shop Drawings and Samples
 - b. Operations and Maintenance Manuals: as required in individual Specification sections.
 - c. Certificates of Testing and Inspection: As required in the General Conditions, these General Requirements sections, and the individual Specifications sections.
 - d. Special bonds, Special Guarantees, and Service Agreements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. At completion of the Work for each secondary clarifier and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.
 - 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner.
 - 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 - 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 - 4. Broom clean exterior paved driveways and parking areas.
 - 5. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
- B. Use only cleaning materials recommended by Manufacturer of surfaces to be cleaned.

END OF SECTION

SECTION 01 79 00 – DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 DEFINITIONS

- A. Person-Day: One person for 8 hours within regular Contractor working hours.
- B. Functional Test: Test or tests in presence of Engineer and Owner to demonstrate that installed equipment meets Manufacturer’s installation, calibration, and adjustment requirements and other requirements as specified.
- C. Performance Test: Test or tests performed after any required functional test in presence of Engineer and Owner to demonstrate and confirm individual equipment meets performance requirements specified in individual sections.
- D. Unit Process: As used in this Section, a unit process is a portion of the facility that performs a specific process function, such as, but limited to:
 - 1. Secondary Clarifier

1.2 SUBMITTALS

- A. Informational Submittals:
 - 1. Facility Startup and Performance Demonstration Plan.
 - 2. Functional and performance test results.

1.3 QUALIFICATION OF MANUFACTURER’S REPRESENTATIVE

- A. Authorized representative of the Manufacturer, factory trained, and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment Manufacturer to issue the certifications required of the Manufacturer. Additional qualifications may be specified elsewhere.
- B. Representative subject to acceptance by Owner and Engineer. No substitute representatives will be allowed unless prior written approval by such has been given.

1.4 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN

- A. Develop a written plan, in conjunction with Owner’s operations personnel; to include the following:
 - 1. Step-by-step instructions for startup of each unit process.
 - 2. Facility Performance Demonstration/Certification Form

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Furnish Manufacturers' services when required by an individual specification section, to meet the requirements of this Section.
- B. Where time is necessary in excess of that stated in the Specifications for Manufacturers' services, or when a minimum time is not specified, the time required to perform the specified services shall be considered incidental.
- C. Schedule Manufacturer's services to avoid conflict with other onsite testing or other Manufacturer's onsite services.
- D. Determine, before scheduling services, that all conditions necessary to allow successful testing have been met.
- E. Only those days of service approved by Engineer will be credited to fulfill the specified minimum services.
- F. When specified in individual specification sections, Manufacturer's onsite services shall include:
 - 1. Assistance during product (system, subsystem, or component) installation to include observation, guidance, instruction of Contractor's assembly, erection, installation or application procedures.
 - 2. Inspection, checking, and adjustment as required for product (system, subsystem, or component) to function as warranted by Manufacturer and necessary to furnish Manufacturer's Certificate of Proper Installation.
 - 3. Providing, on a daily basis, copies of all Manufacturer's representatives field notes and data to Engineer.
 - 4. Revisiting the Site as required to correct problems and until installation and operation are acceptable to Engineer.
 - 5. Resolution of assembly or installation problems attributable to or associated with, respective Manufacturer's products and systems.
 - 6. Assistance during functional and performance testing, and facility startup and evaluation.
 - 7. Training of Owner's personnel in the operation and maintenance of respective product as required.
 - 8. Additional requirements may be specified elsewhere.
- G. Facility Startup Meetings: Schedule, in accordance with requirements of Section 01 12 00, PROJECT MEETINGS, to discuss test schedule, test methods, operations interface, and Owner involvement.

3.2 TRAINING

- A. General:
 - 1. Furnish Manufacturer's representatives for detailed classroom and hands-on training to Owner's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications.
 - 2. Manufacturer's representative shall be familiar with facility operation and maintenance requirements as well as with specified equipment.
 - 3. Furnish complete training materials, to include operation and maintenance data, to be retained by each trainee.

- B. Lesson Plan: When Manufacturer or vendor training of Owner personnel is specified, prepare for each required course, containing the following minimum information:
 - 1. Title and objectives.
 - 2. Recommended types of attendees (e.g., managers, engineers, operators, maintenance).
 - 3. Course description and outline of course content.
 - 4. Format (e.g., lecture, self-study, demonstration, hands-on).
 - 5. Instruction materials and equipment requirements.

- C. Pre-startup Training:
 - 1. Coordinate training sessions with Owner's operating personnel and Manufacturer's representatives, and with submission of operation and maintenance manuals in accordance with Section 01 78 23, Operation and Maintenance Data.
 - 2. Complete at least 14 days prior to beginning of facility startup.

3.3 EQUIPMENT TESTING

- A. Preparation:
 - 1. Complete installation before testing.
 - 2. Furnish qualified Manufacturer's representatives, when required by individual Specification sections.
 - 3. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:
 - a. Owner/Project Name.
 - b. Equipment or item tested.
 - c. Date and time of test.
 - d. Type of test performed (Functional or Performance).
 - e. Test method.
 - f. Test conditions.
 - g. Test results.
 - h. Signature spaces for Contractor and Engineer as witness.
 - 4. Cleaning and Checking: Prior to beginning functional testing:
 - a. Calibrate testing equipment in accordance with Manufacturer's instructions.

- b. Inspect and clean equipment, devices, connected piping, and structures to ensure they are free of foreign material.
 - c. Lubricate equipment in accordance with Manufacturer's instructions.
 - d. Turn rotating equipment by hand when possible to confirm that equipment is not bound.
 - e. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.
 - f. Check power supply to electric-powered equipment for correct voltage.
 - g. Adjust clearances and torque.
 - h. Test piping for leaks.
5. Ready-to-test determination will be by Engineer-based at least on the following:
- a. Acceptable Operation and Maintenance Data.
 - b. Notification by Contractor of equipment readiness for testing.
 - c. Receipt of Manufacturer's Certificate of Proper Installation, if so specified.
 - d. Adequate completion of work adjacent to, or interfacing with, equipment to be tested.
 - e. Availability and acceptability of Manufacturer's representative, when specified, to assist in testing of respective equipment.
 - f. Satisfactory fulfillment of other specified Manufacturer's responsibilities.
 - g. Equipment and electrical tagging complete.
 - h. Delivery of all spare parts and special tools.
- B. Functional Testing:
1. Conduct as specified in individual Specification sections.
 2. Notify Owner and Engineer in writing at least 10 days prior to scheduled date of testing.
 3. Prepare Equipment Test Report summarizing test method and results.
 4. When in Engineer's opinion, equipment meets functional requirements specified such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by Engineer/Owner's signature as witness on Equipment Test Report.
- C. Performance Testing:
1. Conduct as specified in individual Specification sections.
 2. Notify Engineer and Owner in writing at least 10 days prior to scheduled date of test.
 3. Performance testing shall not commence until equipment has been accepted by Engineer as having satisfied functional test requirements specified.
 4. Type of fluid, gas, or solid for testing shall be as specified.
 5. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.
 6. Prepare Equipment Test Report summarizing test method and results.
 7. When, in Engineer's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by Engineer's signature on Equipment Test Report.

3.4 STARTUP OF UNIT PROCESSES

- A. Prior to unit process startup, equipment within unit process shall be accepted by Engineer as having met functional and performance testing requirements specified.
- B. Make adjustments, repairs, and corrections necessary to complete unit process startup.
- C. Startup shall be considered complete when, in opinion of Engineer, unit process as operated in manner intended for 5 continuous days without significant interruption. This period is in addition to functional or performance test periods specified elsewhere.
- D. Significant Interruption: May include any of the following events:
 - 1. Failure of Contractor to provide and maintain qualified onsite startup personnel as scheduled.
 - 2. Failure to meet specified functional operation for more than 2 consecutive hours.
 - 3. Failure of any critical equipment or unit process that is not satisfactorily corrected within 5 hours after failure.
 - 4. Failure of any non-critical equipment or unit process that is not satisfactorily corrected within 8 hours after failure.
 - 5. As determined by Engineer.
- E. A significant interruption will require startup then in progress to be stopped. After corrections are made; start up test period and start from beginning again.

END OF SECTION

SECTION 03 01 30 - CONCRETE TANK REPAIR AND REHABILITATION

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. This section specifies the design and construction of rehabilitation and retrofit work to be completed on the two (2) existing concrete clarifier tanks, including all concrete tank cleaning, concrete work, and concrete coating.
- B. Summary of Work
 - 1. Remove existing 2” grout floor topping and apply new 2” grout floor topping.
 - 2. Remove existing coating on concrete launder and apply new coating.
 - 3. Perform incidental concrete crack repairs.
 - 4. Perform incidental concrete spall repairs on the tank interior.
 - 5. Perform incidental corrosion repairs.

1.02 REFERENCES

- A. The following is a list of codes and standards which may be referenced in this section. All codes shall be considered the most current version of that code unless noted otherwise.
 - 1. ACI 301 Specifications for Structural Concrete
 - 2. ACI 305 Hot Weather Concreting
 - 3. ACI 306 Cold Weather Concreting
 - 4. ACI 309R Guide for Consolidation of Concrete
 - 5. ACI 318 Building Code Requirements for Reinforced Concrete and Commentary
 - 6. ACI 350 Code Requirements for Environmental Engineering Concrete Structures and Commentary
 - 7. ACI 350.3 Seismic Design of Liquid Containing Concrete Structures and Commentary
 - 8. ACI 506R Guide to Shotcrete
 - 9. ASTM A185 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
 - 10. ASTM A615/A615M Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 11. ASTM A706/A706M Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
 - 12. ASTM A1008/A1008M Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable

13. ASTM C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
14. ASTM C33 Standard Specification for Concrete Aggregates
15. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
16. ASTM C1107 Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
17. ASTM C231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
18. ASTM C920 Specification for Elastomeric Joint Sealants
19. ASTM D1056 Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber
20. ASTM D 695
21. ASTM D 790
22. ASTM D 638
23. ASTM D 2240
24. ASTM C 501
25. ASCE Standard 7 Minimum Design Loads for Buildings and Other Structures

1.03 SUBMITTALS

A. Construction Submittals for Review Prior to Use:

1. Design proportions for all concrete and concrete strengths of trial mixes for all concrete topping grout.
2. Admixtures to be used in the concrete and their purpose.
3. Shop drawings shall be sealed by Professional Engineer (if required), experienced in the design, and retrofit of concrete tanks and licensed in the State of Oregon.

1.04 QUALITY ASSURANCE

A. Qualifications & Experience

1. The concrete repair work shall be performed by a specialist tank contractor experienced in the design, rehabilitation, and construction of concrete tanks. The tank contractor must have performed rehabilitation and/or construction, in their own name, of at least twenty (20) concrete tanks in the last ten (10) years of equal size or greater, which have been in successful service for a minimum of five (5) years since the work was completed.
2. The tank contractor shall have in its employ a design professional engineer, licensed in the State of Oregon, with a minimum experience of ten years in the design and/or rehabilitation of concrete tanks. The design

engineer shall have been the engineer of record for a minimum of ten (10) concrete tanks in the past ten (10) years.

3. The tank contractor shall have in its employ a superintendent with a minimum of five (5) years of commercial concrete structure repairs and retrofits on water and wastewater storage structures, including concrete repairs and coating applications.

1.05 GUARANTEE

- A. The Contractor shall guarantee the work against defective materials or workmanship for a period of one (1) year from the date of completion. If any materials or workmanship prove to be defective within one (1) year, they shall be replaced or repaired by the Contractor at the Contractor's expense.

1.06 MEASUREMENTS AND PAYMENTS

- A. For those items to be paid on a unit price basis, submit measurements for work complete with each requisition for payment.
- B. Before submitting measurements for unit price items, obtain verification from the Owner's site representative of measurements performed by the Contractor.
- C. Pay Items and Unit of Measurement:
 1. Clarifier Bottom Grout: Lump Sum.
 2. Concrete Restoration, including removal of unsound concrete, surface preparation, priming, patching mortar, curing, and material storage: Unit Price.
 3. Crack Repair, including surface preparation, polyurethane grout injection, packer hole repair, and finishing: Unit Price.
 4. Launder Coating: Lump Sum.

1.07 CONSTRUCTION METHODS, MEANS AND SAFETY

- A. The Contractor shall be responsible for all construction methods and means.
- B. The Contractor shall be responsible for safety at the job site and shall comply with OSHA and Oregon State requirements for scaffolding, rigging, other means of access, and protection of contractor personnel and authorized representatives of the Owner when at the site.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Concrete shall conform to ACI 301.
- B. Cement shall be Portland cement Type I or Type II.
- C. Admixtures, other than air-entraining, superplasticizers, shrinkage reducing and water reducing admixtures will not be permitted unless approved by the Engineer.
- D. Proportioning for concrete shall be in accordance with ACI 301.
- E. All concrete shall have a maximum water-soluble chloride ion concentration of 0.06% by weight of cementitious material.

2.02 CLARIFIER BOTTOM GROUT

- A. Materials for grout:
 - 1. Cement, sand, macro fiber, and water: As specified below.
- B. Aggregate:
 - 1. General:
 - a. Provide concrete aggregates that are sound, uniformly graded, and free of deleterious material in excess of allowable amounts specified.
 - b. Grade aggregate in accordance with ASTM C 136 and D 75.
 - c. Provide unit weight of fine and coarse aggregate that produces in place concrete with weight of not less than 140 pounds per cubic foot.
 - d. Do not use aggregate made from recycled materials.
 - 2. Fine aggregate:
 - a. Provide fine aggregate for concrete or mortar consisting of clean, natural sand or of sand prepared from crushed stone or gravel.
 - b. Except as otherwise specified, grade fine aggregate from coarse to fine in accordance with ASTM C 33.
- C. Portland Cement:
 - 1. Conform to specifications and tests in accordance with ASTM C 150, Types II or III, low alkali, except as specified otherwise.
 - 2. Have total alkali containing not more than 0.60 percent.
 - 3. Exposed concrete in any individual structure: Use only one brand of Portland cement.
- D. Water:
 - 1. Water for concrete, washing aggregate, and curing concrete: Clean and free from oil and deleterious amounts of alkali, acid, organic matter, or other substances.
 - 2. Chlorides and sulfate ions:

- a. Water for conventional reinforced concrete: Use water containing not more than 1,000 mg/l of chlorides calculated as chloride ion, nor more than 1,000 mg/l of sulfates calculated as sulfate ion.

E. Mixes:

1. Grout Mixture:

- a. One part Portland cement and 4-1/2 parts sand, by weight.
- b. Macro fiber or other supplement to prevent cracking, as recommended by manufacturer.
- c. Water content:
 - 1) Sufficient to allow workability for spreading grout with screeds attached to arms of equipment mechanism
 - 2) Not excessive, to prevent formation of surface water, laitance, segregation, and to allow grout to stay in place after screeding.
 - 3) No admixtures allowed

2.03 CONCRETE RESTORATION

- A. Patching material: Euco Repair V100, Tammspatch II and Tamms Structural Mortar by Euclid Chemical Company or other approved equal. Material selection based upon location and depth of repair.
- B. Anti-corrosion Reinforcing Primer: ECB by Conproco, Dural Prep AC by Tamms, Sika Armatec other approved equal.
- C. Replacement Reinforcement Anchors: ¼ in. x 1 ½ in. stainless steel expansion anchors or stainless steel concrete anchor screws as manufactured by the Powers Fasteners, Brewster, NY 10509, WEJ-IT, Tulsa, OK 74152, Hilti, Tulsa, OK 74121, Tapcon, or other approved equal.

2.04 POLYURETHANE GROUT INJECTION

A. Injection Grout

- 1. Hydro Active Flex LV by deNeef Construction Chemicals, Inc., Waller, TX.
- 2. SikaFix HH LV by Sika Corporation, Inc., Lyndhurst, NJ.
- 3. AV-202 Multigrout by Avanti International, Webster, TX.
- 4. Or equal.

2.05 EPOXY COATING

A. Interior Concrete Launder Wall Epoxy Coating System

1. The epoxy lining system shall be a 100% solids epoxy specifically manufactured and used as a protective system in the water/wastewater and chemical industries.
2. Minimum thickness shall be 40 mils.
3. The following information shall be submitted for approval prior to use:
 - a. Name of the manufacturer
 - b. Type of paint
 - c. Number of coats to be applied
 - d. Dry film thickness to be achieved
4. Manufacturer:
 - a. Duralkote by Euclid, or equal

PART 3 – EXECUTION

3.01 INTERIOR CLEANING

A. High Pressure Water Washing & Surface Preparation

1. High-pressure wash interior surfaces of the tank wall to remove all foreign matter, dust, dirt, laitance or other surface contaminants. Minimum water pressure shall be 3,000 psi and the maximum water pressure shall be 5,000 psi.

B. Sediment Removal

1. Remove all wash water and sediment from the tank interior and dispose of onsite as directed by the Owner.

3.02 CLARIFIER FLOOR REPLACEMENT

- A. Remove existing grout floor with appropriate chipping hammers and approved concrete removal tools paying careful attention to only remove the existing grout and minimizing any damage to the underlying tank floor.
- B. Review the results of the condition of the concrete underneath the existing topping to determine if concrete restoration is required.
- C. Perform concrete restoration on clarifier bottom slab per Section 3.03 prior to placing new grout floor.
- D. Clarifier bottom slab surface preparation shall have a rough texture, suitable for bonding grout material. The top slab surface shall be roughened to a CSP-5 surface profile. Means and methods to be submitted and approved by the Owner.
- E. Clean entire slab surface as required for surface preparation, and saturate concrete slabs with water per material specifications.

- F. Prepare equipment for grouting basin bottom slabs, setting the screeds per clarifier manufacturer's recommendations.
- G. Place grout in accordance with the clarifier equipment manufacturer's instructions and recommendations. Any conflicts or deviations per manufacturer's instructions shall be documented and submitted to the Owner.
- H. Use grouting equipment to apply grout for basin bottoms slabs, and perform grouting continuously without interruptions until basin slab is covered.
- I. Grout shall be placed in ring of grout approximately 3 feet wide on outer edge of slab and widened towards center following spiral pattern until basin bottom is covered.
- J. Finishing workers shall control area immediately in front of screed boards to ensure grout is installed to specified thickness, no low areas occur, no excessive amount of grout accumulates, and grout surface has a uniform finish.
- K. Contractor shall be responsible for means and methods to ensure grout is not drying out before start of curing. Coordination with contractor and equipment supplier to ensure grout placement rate and finishing workers correlate with travel speed of arms of equipment mechanism.
- L. Mechanism arm shall run continuously until there is no more danger grout sloshing may occur. Special attention must be paid to ensure dry clumps of grout or rocks are not caught under screed board.
- M. If gouges occur, repair grouted surface per grout manufacturer's recommendations prior to final curing. Water cure grout for a minimum of 7 days, keeping grout surface continuously wet for duration of curing period.
- N. Finished grout surface shall have a minimum tolerance of plus or minus 1/8 inch, or per mechanism manufacturer's recommendation. Grout shall be a minimum thickness of 2".
- O. After completion of curing is accomplished, mechanism shall be operated with blades per manufacturer's recommendation.
- P. If high areas exist upon testing with mechanism blades, high points shall be ground down until specified tolerance is met, per manufacturer's recommendation. Grout that has not properly bonded shall be removed and replaced.

3.03 CONCRETE RESTORATION

A. Removal of Unsound Concrete

1. Sound the interior of the tank wall and bottom slab to determine the condition of the concrete. Review proposed extent of repair with Owner prior to removing unsound concrete.
2. Remove loose and unsound concrete with appropriate chipping hammer to sound material with a minimum depth of 3/8 in. over the complete repair area, except do not cut any sound (substantially uncorroded) mesh reinforcing.
3. Square edges of patch areas by sawing or chipping to avoid tapered shoulders or feathered edges.

B. Surface Preparation

1. Clean the surface by removing any dust, unsound or contaminated material, laitance, and corrosion deposits. Clean loose corrosion deposits from exposed reinforcing. Where chipping is not required to remove unsound material, roughen the surface and remove any laitance by light scabbling.
2. High-pressure wash with clean water, at a minimum pressure of 3,500 psi, prior to priming exposed reinforcing and substrate.

C. Prime exposed existing reinforcing steel by applying one full coat of approved priming material. Allow to dry before applying patching. If any doubt exists about having achieved an unbroken coating, a second application shall be made and, again, allowed to dry before applying patching.

D. Prime substrate after it is saturated surface dry (thoroughly soaked with clean water and any excess water removed) with a slurry of the repair mortar in accordance with the manufacturer's directions. Using a stiff mason's brush, the slurry shall be scrubbed into the substrate where access is not impeded by new wire mesh reinforcing. The repair mortar shall be installed as soon as the slurry becomes tacky and before it dries.

E. Mix patching mortar in strict accordance with manufacturer's directions. Use only material from original bags and containers.

F. Application of patching mortar.

1. Exposed steel reinforcing bars and welded wire fabric shall be firmly secured to avoid movement during the application process, as this will affect mortar compaction, build and bond.
2. Apply the patching mortar to the prepared substrate by gloved hand or trowel. First, work a thin layer of the mortar into the slurry and then build

the mortar onto this layer. Thoroughly compact the mortar onto the primed substrate and around the exposed reinforcement.

3. Apply the patching mortar in strict accordance with the manufacturer's directions.
 4. If sagging occurs during applications, the patching mortar shall be completely removed and reapplied at a reduced thickness onto the correctly re-primed substrate.
- G. Finish the patching mortar by striking off with a straight edge and closing with a steel float.
- H. Low temperature conditions: In cold weather, normal precautions for winter when working with cementitious materials shall be adopted. The material shall not be applied when the substrate and/or air temperature is 45°F (7°C) and falling. At 45°F (7°C) static temperature or at 45°F (7°C) and rising, the application may proceed. Do not apply if the temperature is expected to fall below 45°F (7°C) within 24 hours of application. Comply with manufacturer's directions for cold weather applications.
- I. High temperature conditions at ambient temperatures about 80°F (26°C), the materials shall be stored in the shade. Comply with manufacturer's directions for hot weather applications.
- J. Water cure finished surfaces of patches using fine mist spray or wet burlap against surface for a minimum of seven (7) days after initial set of patch material.
- K. Cure finished surfaces of interior patches by method acceptable to owner.
- L. Store all materials in cool, dry conditions in the original unopened bags or cans, and in strict accordance with manufacturer's directions. Do not use materials that have been stored for periods longer than the manufacturer's recommended shelf life.

3.04 POLYURETHANE GROUT INJECTION

A. General

1. All cracks or joints greater than 0.010 inches shall be sealed to eliminate liquid infiltration through the cracks or joints, in coordination with the Owner's field representative. This includes leaks that develop after completion of a portion or all of the grouting.

B. Injection Equipment

1. The pumps used for pressure water and grout injection shall be capable of providing pressures at the injection gun or nozzle of up to 1000 psig, and the gun shall be fitted with a gauge for measuring the injection pressure. Check valves shall be placed in the hoses at the proper locations to prevent backflow (a reversal in the direction of flow) and unintentional formations of foam or gel. Follow manufacturer's current printed recommendation for equipment utilized for addition of accelerator.

C. Surface Preparation

1. Use suitable tools and equipment to remove any and all deleterious materials from within cracks and joints to be treated including, but not limited to, coatings/resurfacers, mold, mildew, dirt, grease and efflorescence in order to expose the full length of the crack or joint.

D. Injection Grout Procedures

1. Drill 5/8-in diameter holes around the leak's exit path starting at the bottom of the leak, crack or joint and continuing upward. Placement of holes will require the experience and discretion of the grouters and shall be subject to the approval of the Engineer.
2. Holes shall be drilled directly into leak path or at a 45 degree angle to intersect cracks or joints in the concrete by starting drill holes 2 – 6 – in away from leaking cracks or joints and drilling sufficiently deep to intersect the leak path.
3. Set and tighten mechanical packers in the holes.
4. Pump water only through the packers to determine if communication has been achieved between packers and crack or joint.
5. Pump the grout at approximately 50 to 100 psig using a staged or stepped grouting procedure by pumping grout into a packer and closely watching the response signs at the leak area. Higher pressures shall only be used when cracks are very tight or when injecting deep (10-in to 12-in) into the holes in the concrete. Continue to pump from packer to packer allowing approximately 2 to 5 minutes for gel time for the grout until gas bubbles are pushed out the leak's exit path followed by the flow of liquid grout and then foam. When foaming occurs, pump more grout through each packer around the leak and wait until the leak is fully sealed (5 to 30 minutes depending on temperature). If liquid grout flow continues out a leak's exit for more than approximately 30 seconds, oakum shall be chinked or compressed into the leak to aid the grout's gel time as a dam.
6. If grout does not exude from the full length of the crack or joint, drill additional 5/8-in diameter holes, install packers and inject water and grout until complete sealing of the crack or joint has been achieved.
7. Once water cut-off has been achieved, the packers shall be completely removed. Holes shall be cleaned of residual polyurethane grout to a

minimum depth of ¾", as measured from the face of the concrete surface, and filled with concrete repair material per Section 2.01.

3.06 EPOXY COATING

A. Surface Preparation

1. High-pressure wash concrete surfaces to remove all foreign matter, dust, dirt, laitance or other surface contaminants. Minimum water pressure shall be 3,000 psi and the maximum water pressure shall be 5,000 psi.
2. Water blast or abrasive blast the exterior surfaces of the concrete to remove unsound material and existing epoxy coating. All material shall meet the minimum roughness coefficient per manufacturer's recommendation
3. Examine the existing concrete conditions and make repairs with high strength mortar per section 2.03, following manufacturer's installation recommendations.
4. Prepare all surfaces where epoxy coating system is to be applied by high pressure blasting or abrasive blasting to obtain the surface profile required by the manufacturer, CSP 2-4.

B. Mixing and Application of Epoxy Coating System.

1. Mix and apply the coating in strict accordance with the manufacturer's directions.

SECTION 09 96 35 - COATINGS FOR EXISTING SECONDARY CLARIFIER MECHANISMS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Summary of Work

1. Clarifier Quantity: Two.
2. The clarifier tanks are nominally 105 feet in diameter and 15 feet deep at the side wall.
3. The specifications require the following coating systems for metals associated with the clarifier mechanisms:
 - a. Submerged Metal:
 - 1) White Metal abrasive blast surface preparation.
 - 2) One coat of epoxy primer, 2.5 mils dry film thickness.
 - 3) Two coats of coal tar epoxy, 16 mils minimum dry film thickness.
4. No tests have been performed to determine if lead or other regulated substances are present in the coating. Before any work activities begin, the Contractor shall collect paint samples and analyze for lead and other constituents that affect worker safety and collection and disposal of abrasive residue.

- ##### B. The Summary of Work is provided for the Contractor's information and shall not relieve the Contractor from responsibility to inspect clarifiers and assess existing coatings and dimensions.

1.02 REFERENCES

- ##### A. The following is a list of codes and standards which may be referenced in this section. All codes shall be considered the most current version of that code unless noted otherwise.
1. National Association of Corrosion Engineers (NACE): SP 0188, Standard Recommended Practice – Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 2. National Association of Pipe Fabricators (NAPF)
 3. Occupational Safety and Health Act (OSHA)
 4. Society for Protective Coatings (SSPC):
 - a. Surface Preparation Standards:
 - 1) SP 1, Solvent Cleaning
 - 2) SP 2, Hand Tool Cleaning
 - 3) SP 3, Power Tool Cleaning
 - 4) SP 5, White Metal Blast Cleaning

- 5) SP 7, Brush-Off Blast Cleaning
 - 6) SP 10, Near White Blast Cleaning
 - 7) SP 11, Power Tool Cleaning to Bare Metal
- b. Paint Application Guides:
- 1) PA 1, Shop, Field, and Maintenance Painting of Steel
 - 2) PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
 - 3) PA Guide 3, A Guide to Safety in Paint Application.
- c. Technology Guide: Guide 6, Guide for Containing Debris Generated During Paint Removal Operations

1.03 SUBMITTALS

A. Shop Drawings:

1. Data Sheets:
 - a. For each paint system, furnish a Material Safety Data Sheet, manufacturer's Technical Data Sheet, and paint colors available (where applicable).
 - b. Furnish copies of the paint system submittals to coatings applicator.
 - c. Detailed chemical and gradation analysis for each proposed abrasive material.

B. Informational Submittals:

1. Where required, provide a dehumidification plan, including equipment and air change rates. Submit plan based on type of equipment used, length of time required to hold blast, reservoir volume, and time of year that coating work is undertaken.
2. Applicator's Qualification: List of reference substantiating experience.
3. Applicator's quality control program, including but not limited to:
 - a. Environmental test methods and frequency.
 - b. Steel surface temperature and profile measurement procedure and frequency.
4. Manufacturer's written instructions for applying each type of coating.
5. Field Testing: Inspection and test reports.
6. Proposed temporary enclosure details for each clarifier.
7. Schedule: Provide a detailed schedule from mobilization through final inspection of all major steps in the coating process.

1.04 QUALITY ASSURANCE

A. Qualifications & Experience:

1. Applicator: Minimum 5 years' experience in application of specified products.
 2. Applicator: Approved by manufacturer of specified coating systems where required by manufacturer.
- B. Regulatory Requirements: Meet federal, state, and local agencies have jurisdiction for site and types of work activities included in the work, including but not limited to:
1. Limitations on emission of volatile organic compounds, dust, and other contaminants.
 2. Requirements for disturbance, handling, and disposal of paint waste and associated debris, including lead, coal tar, abrasive, and other regulated substances.
- C. Industry Best Practices:
1. Perform surface preparation and painting in accordance with recommendations of the following:
 - a. Paint manufacturer's instructions
 - b. SSPC-PA Guide 3
 2. Do not apply paint in temperatures outside of manufacturer's recommended maximum or minimum allowable, in dust, in smoke-laden atmosphere, in damp or humid weather.
 3. Do not perform abrasive blast cleaning whenever relative humidity exceeds 85 percent or whenever surface temperature is less than 5 degrees F above dew point of ambient air.
- D. 12th Month Inspection: The Owner will conduct an inspection of the coated surfaces prior to the end of the Warranty period. The Contractor will be notified in advance of this inspection and may attend at its option and at no additional cost to the Owner. A list of all coating defects and failures identified during the inspection will be prepared and transmitted to the Contractor. The list will serve as notice of repairs required under warranty and no additional cost to the Owner.
- E. Repairs:
1. All defective coatings shall be repaired by the Contractor using coating materials, equipment, and methods similar to those used in the original work. Materials shall be of fresh manufacture and within the manufacturer's stated shelf life at the time of application. The Contractor shall provide an extended warranty of 1 year for all repairs.
 2. Contractor shall complete all required coating repairs within 30 calendar days of the 12th Month Inspection.

1.05 GUARANTEE

- A. Provide coating applicator's and coating manufacturer's extended guarantee or warranty, with the Owner names as beneficiary, in writing, as special guarantee. Special guarantee shall provide for the correction, or removal and replacement if required, of Work specified in this specification section found defective during a period of 24 months after the date of Substantial Completion.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in a protected area that is heated or cooled to maintain temperatures within the range recommended by paint manufacturer.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Provide dehumidification, heating, and other environmental controls necessary to meet application and curing requirements of the coatings used.
- B. Provide a temporary enclosure over the clarifier to allow field abrasive blasting and painting work to be performed in a controlled environment. Submit proposed enclosure procedure to the Owner for review prior to the beginning of work.
- C. The temporary clarifier enclosure shall be sealed and a slight negative pressure maintained. Filter the air escaping the enclosure as required in order to prevent dust from the field blasting operations from entering the atmosphere. Verify effectiveness of dust containment using Method A, General Surveillance, Level 2, as described in the SSPC – Guide 6.

1.08 CONSTRUCTION METHODS, MEANS AND SAFETY

- A. The Contractor shall be responsible for all construction methods and means.
- B. The Contractor shall be responsible for safety at the job site and shall comply with OSHA and Oregon State requirements for scaffolding, rigging, other means of access, and protection of contractor personnel and authorized representatives of the Owner when at the site.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Carboline Coatings, St. Louis, MO
- B. International Coatings (Akzo Nobel), Houston, TX
- C. PPG, Pittsburgh, PA

- D. Sherwin-Williams, Cleveland, OH
- E. Tnemec, Kansas City, MO

2.02 ABRASIVE MATERIALS

- A. Select abrasive type and size to produce a surface profile that meets coating manufacturer's recommendations for specific primer and coating to be applied. Some portions of submerged metal may have coatings that are difficult to fully remove. A more dense blast material may be required for some portions of the blasting work to meet scheduling requirements.

2.03 PAINT MATERIALS

- A. General:
 - 1. Material Quality: Manufacturer's highest quality products and suitable for intended service.
 - 2. Materials Including Primer and Intermediate Finish Coats: Produced by same manufacturer.
 - 3. Thinners, Cleaners, Driers, and Other Additives: As recommended by manufacturer of the particular coating.
- B. High Build Epoxy Coating: Polyamidoamine or amine cured epoxy, 69% solids by volume, minimum, suitable for application to metals submerged in secondary wastewater and compatible with the specified finish.
- C. Epoxy Primer: Two-component, polyamidoamine, phenalkamine, or polyamide cured epoxy.
- D. Polyurethane Enamel: Two-component, aliphatic or acrylic based polyurethane; semi-gloss finish.

2.04 COLORS

- A. Formulate paints with colorants free of lead, lead compounds, or other materials that might be affected by presence of hydrogen sulfide or other gas likely to be present at the site.
- B. Final color to be selected by the Owner.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Surface Preparation Verifications

1. Inspect and provide substrate surfaces prepared in accordance with these specifications and the printed directions and recommendations of the paint manufacturer whose product is to be applied. The more stringent requirements shall apply.
 2. Provide Owner minimum 7 days advance notice to start of shop or field surface preparation work and coating application work.
 3. Perform such work only in presence of Owner or Owner's representative, unless Owner grants prior approval to perform such work in the Owner's absence.
- B. Schedule inspection with Owner in advance for cleaned surfaces and all coats prior to succeeding coat.

3.02 BLASTING AND EQUIPMENT PROTECTION

A. Field Abrasive Blasting:

1. Field abrasive blasting of existing steel parts to be repainted shall conform to the specified blast finish under Article Preparation of Surfaces.
2. Test abrasive blast waste for characterization as hazardous or dangerous. Dispose of abrasive blast waste in legal manner, following characterization of blast waste. All costs of disposal are the responsibility of the Contractor.

B. Protection of Items not to be Painted:

1. Remove, mask, or otherwise protect aluminum surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted.
2. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces.
3. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process.
4. Mask opening in motors to prevent paint and other materials from entering the motors.
5. Cover and enclose or otherwise protect clarifier drive mechanisms to prevent damage caused by blasting operations. The drive unit must be fully covered and sealed off to protect against grit and dust when abrasive blasting in the vicinity. All external openings and areas between the rotating main gear and the stationary base shall be taped closed, covered with polyethylene film and/or stuffed with rag waste. After sandblasting and before mechanical operation of the equipment, remove all inspection ports of the drive unit and visually inspect for any sign of grit. In the event of contamination, contact the drive manufacturer for instructions.
6. Remove squeegees at the bottom of the rake arms prior to coating work.
7. Protect all surfaces adjacent to or downwind of work area from overspray. Contractor shall be responsible for any damage resulting from overspray.

3.03 PREPARATION OF SURFACES

A. Metal Surfaces:

1. Where indicated, meet requirements of the following SSPC Specifications:
 - a. Solvent Cleaning: SP 1
 - b. Hand Tool Cleaning: SP 2
 - c. Power Tool Cleaning: SP 3
 - d. White Metal Blast Cleaning: SP 5
 - e. Commercial Blast Cleaning: SP 6
 - f. Brush-Off Blast Cleaning: SP 7
 - g. Near-White Blast Cleaning: SP 10
 - h. Power Tool Cleaning to Bare Metal: SP 11
2. The words “solvent cleaning,” “hand too cleaning,” “wire brushing,” and “blast cleaning,” or similar words of equal intent in these specifications or in paint manufacturer’s specifications refer to the applicable SSPC specifications.
3. Where OSHA or EPA regulations preclude standard abrasive blast cleaning, wet or vacu-blast methods may be required. Coating manufacturers’ recommendations for wet blast additives and first coat application shall apply.
4. Ductile Iron and Cast Iron Pipe and Fittings:
 - a. Use NAPF Surface Preparation Specification equivalent to SSPC grade specified.
 - b. Follow additional recommendations of pipe and coating manufacturers.
 - c. Prior to blast cleaning, grind smooth surface imperfections, including but limited to delaminating metal or oxide layers.
5. Hand tool clean areas that cannot be cleaned by power tool cleaning.
6. Pre-Blast Cleaning Requirements:
 - a. Remove oil, grease, and other surface contaminants prior to blast cleaning.
 - b. Cleaning Methods: Steam, hot water, or cold water with appropriate detergent additives followed with clean water rinsing.
 - c. Clean small isolated areas as above or solvent clean with suitable solvents and clean cloths.
 - d. Round or chamfer sharp edges and grind smooth burs, jagged edges, and surface defects.
 - e. Welds and Adjacent Areas:
 - 1) Prepare such that there is:
 - a) No undercutting or reverse ridges on weld bead.
 - b) No weld spatter on or adjacent to weld or other area to be painted.
 - c) No sharp peaks or ridges along weld bead.

- 2) Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.
7. Blast Cleaning Requirements:
 - a. Type of Equipment and Speed of Travel: Design to obtain specified degree of cleanliness. Minimum surface preparation is as specified herein and takes precedence over coating manufacturer's recommendations.
 - b. Use only dry blast cleaning methods.
 - c. Do not reuse abrasive, except for designed recyclable systems.
 - d. Meet applicable federal, state, and local air pollution and environmental control regulations for blast cleaning, confined space entry, and disposition of spent aggregate and debris.
8. Post-Blast Cleaning and Other Cleaning Requirements:
 - a. Clean surfaces of dust and residual particles from cleaning operations by dry (no oil or water vapor) air blast cleaning or other method prior to painting. Vacuum clean enclosed areas and other areas where dust settling is a problem and wipe with a tack cloth.
 - b. Paint surfaces the same day they are blasted. Reblast surfaces that have started to rust before they are painted.

3.04 APPLICATION

A. General:

1. The intention of these specifications is for all existing submerged previously coated metal surfaces of the clarifier mechanism to be repainted, whether specifically mentioned or not, except as specified otherwise.
2. For coatings subject to immersion, obtain full cure for completed system. Consult coatings manufacturer's written instructions for these requirements. Do not immerse coating for any purpose until completion of curing cycle.
3. Apply coatings in accordance with the specifications and the paint manufacturer's printed recommendations and special details. The more stringent requirements shall apply. Allow sufficient time between coats to assure thorough drying of previously applied paint.
4. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying the next coat.
5. Coat units or surfaces to be bolted together or joined closely to structures or to one another prior to assembly or installation.
6. Keep paint materials sealed when not in use.

B. Stripe Coating:

1. Stripe coat all field welds, edges, angles, fasteners, and other irregular surfaces of the clarifier mechanism.

2. Stripe coat shall consist of one coat, brush applied, to the coating thickness specified.
3. Apply stripe coat between first and second coats.
4. Stripe coat color shall contrast with prime coat to allow visual verification of application.

C. Film Thickness, Coverage, and Adhesion:

1. Number of Coats: Minimum required without regard to coating thickness. Additional coats may be required to obtain minimum required paint thickness, depending on method of application, differences in manufacturer's products, and atmospheric conditions.
2. Maximum film build per coat shall not exceed coating manufacturer's recommendations.
3. Film Thickness Measurements and Electrical Inspection of Coated Surfaces:
 - a. Perform with properly calibrated instruments.
 - b. Recoat and repair as necessary for compliance with the specifications.
 - c. All coats are subject to inspection by Owner or Owner's Representative and coating manufacturer's representative.
4. Visually inspect nonferrous metal and plastic surfaces to ensure proper and complete coverage has been attained. Measure wet film thickness, using a wet film thickness gauge, to ensure proper coating thickness during application.
5. Give particular attention to edges, angles, flanges, and other similar areas, where insufficient film thicknesses are likely to be present, and ensure proper millage in these areas.
6. Apply additional coats as required to achieve complete hiding of underlying coats. The hiding shall be so complete that the addition of additional coats would not increase the hiding.
7. Thickness and Electrical Testing:
 - a. After repaired and recoated areas have been dried sufficiently, final tests will be conducted by the Owner's representative.
 - b. Measure coating thickness specified in mils with a magnetic type dry film thickness gauge, per SSPC PA2.
 - c. Check each coat for correct millage. Do not make measurement before a minimum of 8 hours after application of coating.
 - d. Measure coating thickness on ferrous metals with a magnetic thickness gauge in accordance with the procedures of SSPS PA 2, with the exception that the coating thickness shall meet or exceed the values specified herein.
 - e. Measure the coating thickness on concrete using destructive test methods in accordance with the procedures of ASTM D4138.
 - f. Check each coat for correct millage. Do not make measurements before a minimum of 8 hours after application of the coating.

8. Electrical Testing
 - a. Holiday detect coatings 25 mils thick or less, except zinc primer and galvanizing, which a low voltage wet sponge electrical holiday detector in accordance with NACE RP0188-99.
 - b. Use water with a non-sudsing wetting agent.

D. Damaged Coatings, Pinholes, and Holidays:

1. Feather edges and repair in accordance with recommendations of paint manufacturer.
2. Hand or power sand visible areas of chipped, peeled, or abraded paint, and feather the edges. Follow with primer and finish coat. Depending on extent of repair and appearance, a finish sanding and topcoat may be required.
3. Apply finish coats, including touchup and damage-repair coats in a manner which will present a uniform texture and color-matched appearance.

E. Unsatisfactory Application:

1. If item has an improper finish color, or insufficient film thickness, clean surface and topcoat with specified paint material to obtain specified color and coverage. Obtain specific surface preparation information from coating manufacturer.
2. Evidence of runs, bridges, shiners, laps, or other imperfections is cause for rejection.
3. Repair defects in accordance with the written recommendations of coating manufacturer.

F. Access:

1. Provide access for inspection by Owner and/or Owner's representative as required and when requested. Provide a dust free, suitable environment for inspection.
2. Leave staging and lighting up until Owner and/or Owner's representative has inspected surface or coating. Provide additional staging and lighting as requested by Owner.

3.05 FIELD QUALITY CONTROL

A. Testing Gauges:

1. Provide an electronic dry film thickness gauge, as manufactured by DeFelsko, Ogdensburg, NT, Positest, or approved equal.
2. Provide an electronic holiday detector, low voltage, wet sponge type to test finish coat, except zinc primer, high-build elastomeric coatings, and

galvanizing, for holidays and discontinuities as manufactured by Tinker and Rasor, San Gabriel, CA, Model M-1, or approved equal.

3.06 MANUFACTURER’S SERVICES

- A. Coating Manufacturer’s representative shall be present at site as follows:
1. On first day of application of any coating.
 2. As required to resolve field problems attributable to, or associated with the manufacturer’s product.
 3. To verify full cure of coating prior to coated surfaces being placed into immersion service.

3.07 CLEANUP

- A. Place cloths and waste that might constitute a fire hazard in closed metal containers or destroy in a legal manner at the end of each day.
- B. Upon completion of the work, remove staging, scaffolding, and containers from the site or destroy in a legal manner.
- C. Completely remove paint spots, oil, or stains upon adjacent surfaces and floors and leave entire job clean.

3.08 PROTECTIVE COATINGS SYSTEMS

- A. System No. 2 Submerged Metal – Existing

Surface Prep	Paint Material	Min. Coats, Cover
High pressure water wash or steam clean; Abrasive blast, SP-5	Primer: High Build Epoxy Coating	1 coat, 5 MDFT
	Stripe Coat: High Build Epoxy Coating	1 coat, 3 to 4 MDFT
	Intermediate Coat: High Build Epoxy Coating	1 coat, 5 MDFT
	Finish: High Build Epoxy Coating	1 coat, 8 MDFT

1. Minimum Dry Film Thickness, Total System:
 - a. Non-Stripe Coated Areas: 15 MDFT
 - b. Stripe Coated Areas: 18 MDFT
2. Application Schedule: Use this system for all metal surfaces below the drive heads.

SECTION 44 42 24 - SECONDARY CLARIFIER MECHANISM REHABILITATION

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. This section specifies the design and construction of rehabilitation and retrofit work to be completed on the two (2) existing concrete clarifiers, including mechanism drive replacement.
- B. Summary of Work
 - 1. Removal of existing 40” Eimco C40HT drive.
 - 2. Replace with new 40” drive unit and local control panel.
 - 3. Level and balance rotating clarifier mechanism.
 - 4. Remove and replace sludge scraper blades with new.

1.02 REFERENCES

- A. The following is a list of codes and standards which may be referenced in this section. All codes shall be considered the most current version of that code unless noted otherwise.
 - 1. American National Standards Institute/American Gear Manufacturers Association (ANSI/AGMA) 2001-D04, Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth.
 - 2. ASTM International (ASTM) A48, Standard Specification for Gray Iron Castings.

1.03 SUBMITTALS

- A. Construction Submittals for Review Prior to Use:
 - 1. Shop Drawings: Equipment assembly, make, model, weight, and horsepower. Product information, descriptive literature, dimensional layouts, and identification of materials of construction.
 - 2. Design Details: Running, alarm, cutout, and ultimate torque ratings of drive unit assembly. Details of torque sensing and load indication device.
- B. Operation and Maintenance Data
 - 1. O&M Manuals

1.04 WARRANTY

- A. Supplier shall warrant the clarifier mechanism equipment for a period of 1 year from the date of Substantial Completion. Warranty shall provide for correction of, or at the Owner's option, removal and replacement of work specified in this section found defective during the warranty period. Warranty shall not be prorated for items replaced during the warranty period.

PART 2 - PRODUCTS

2.01 DRIVE MANUFACTURER (SUPPLIER) AND PRODUCTS

- A. Materials, equipment, and accessories specified in this Section shall be products of:
 - 1. Rebuild-it Services Group
 - 2. Or equal

2.02 CENTER DRIVE UNIT ASSEMBLY

- A. The drive mechanism shall consist of a primary gear reduction unit and final reduction unit consisting of a pinion and internal gear enclosed in a turntable base, NEMA 4X control panel housing the strain gauge display and VFD.
- B. The drive unit shall be rated for minimum 82,000 foot-pounds at 100% load cell torque.
- C. The unit shall have a minimum 20-year continuous AGMA rating at 0.10 RPM of 41,180 foot-pounds, based on AGMA 2001-D04.
- D. All final reduction internal gearing shall be enclosed in a gray cast iron ASTM A48 Class 40A housing.
- E. Main bearing ball shall be 1.50 inches on a 44.0 inch minimum ball race diameter. The bearing ball shall run on a replaceable strip liner.
- F. The primary reduction unit shall be a planetary reducer with integral load cells. Use of chain and sprocket or belts and sheaves shall not be allowed.
- G. The motor shall be totally enclosed, fan cooled, of minimum 1.5 HP and of ample power for starting and continuously operating the mechanism without overloading. The motor shall conform to NEMA standards and be suitable for operation on 230/460 volt, 3 phase, 60 Hertz current. Motor to be suitable for VFD operation at a 10 to 1 turndown.
- H. Drive unit overload protection shall be achieved by a load cell that is integral to the planetary reducer. The load cell shall be attached to a digital strain gauge display located in a NEMA 4X control panel which shall also house the VFD for drive unit speed control. The strain gauge shall be programmable for up to four switches and come pre-programmed from the factory with the minimum of two switches for High Torque Alarm and High High Torque Motor Shutdown. The programming of the High High Torque Motor Shutdown shall be done so the auto-restart of the mechanism is not allowed without physically acknowledging the overload at the control panel. The panel shall be designed such that if there is a loss of electrical power to the strain gauge controller that the clarifier drive will shut down and an alarm signal sent. The strain gauge display shall be capable of sending a 4-20 ma signal.

- I. The internal gear shall be driven by a heat-treated steel pinion from the slow speed shaft of the primary reducer. The internal gear shall be solid and shall be of ductile iron and shall be designed to support the center cage and rake mechanism.
- J. Both the base and gear shall have replaceable ball race. The bearing balls shall be alloy steel, minimum 1.50-inch diameter, and shall bear vertically and horizontally on four hardened (43-48 Rockwell C) strip liners, forced fitted into the turntable base and final gear.
- K. Strip liners shall be minimum 1/4 inch thick x 1/2 inch wide.
- L. The internal gear, pinion and ball race shall run in an oil bath and be protected by a lip seals to keep dust out of the drive unit.
- M. The turntable base shall be bolted to the center column and be designed to support the internal rotating mechanism and access bridge. No modifications to the existing column or clarifier mechanism shall be required for drive installation.
- N. An oil fill and level pipe along with a drain plug and sight gauge shall be furnished as part of the unit.
- O. Installation hardware and shims shall be provided by Manufacturer.

2.03 SLUDGE SCRAPER SQUEEGEES

- A. Squeegees: Materials: 20-gauge Type 316 stainless steel.
 - 1. Bolts, Nuts, and Washers: Type 316 stainless steel.
 - 2. Vertical Alignment: Between 1/2-inch minimum and 1-1/2-inch maximum clearance above grouted clarifier bottom. Designed for a 2-inch minimum adjustment in the vertical plane.
 - 3. Attached to steel sludge scraper blades.

PART 3 – EXECUTION

3.01 ASSEMBLY AND PREPARATION FOR SHIPMENT

- A. Each drive unit shall be completely factory assembled, aligned, and securely crated for shipment. Accessory equipment which cannot be shipped assembled to the unit, such as shafts, baseplates, panels, and anchorage materials, shall be separately crated, clearly marked as to the contents, and shipped on the same shipment as the drives.
- B. For shipment, exposed surfaces subject to rust, such as mounting flange faces, etc., shall be covered with a rust-preventive compound such as Kendall No. 5, or equal.

3.02 INSTALLATION

- A. Installation shall be by the Contractor with coordination from Manufacturer.

- B. Provide crane, mats, and rigging equipment as needed to temporarily remove bridge and remove existing drive. Existing drive shall be provided to Contractor. Contractor will be responsible for all freight coordination and charges.
- C. Provide all required confined space entry equipment, hoisting, and rigging.
- D. Anchor bolt pattern should match existing drive for mounting to column without modification. Anchor bolts shall be provided by Manufacturer.
- E. Provide rake and drive leveling to within 1/2" tolerance as measured at the rake edge.
- F. Manufacturer shall coordinate with Contractor during all phases of installation to ensure that manufacturer's representative is present during critical installation operations.

3.03 FIELD QUALITY CONTROL

- A. Functional Tests: Conduct on each mechanism. Test for continuous 3-hour period without malfunction, as witnessed by and approved by Owner or Owner's representative.
- B. Performance Test:
 - 1. Conduct on each completed assembly in accordance with accepted test procedures.
 - 2. Perform under actual or approved simulated operating conditions.
 - 3. Demonstrate mechanism overload devices; verify actual torques at which Alarm and Cutout (shutdown) contacts are actuated.
 - a. Correlate with scale indications.
 - b. Prepare test report containing results.
 - 4. Replace shear pins after torque testing is completed. Spare parts shall not be used.

3.04 MANUFACTURERS' SERVICES

- A. A manufacturer's representative for the equipment specified herein shall be present at the job site for the minimum person-days listed for the services hereinunder for each secondary clarifier, travel time excluded:
 - 1. Installation, Startup, and Testing Services:
 - a. 1 person day for installation assistance and inspection.
 - b. 1 person-day for functional and performance testing.
 - 2. Training Services:
 - a. 1 person-day of jobsite training of Owner's personnel.
 - b. Training of Owner's personnel shall be at such times and at such locations as required and approved by the Owner.

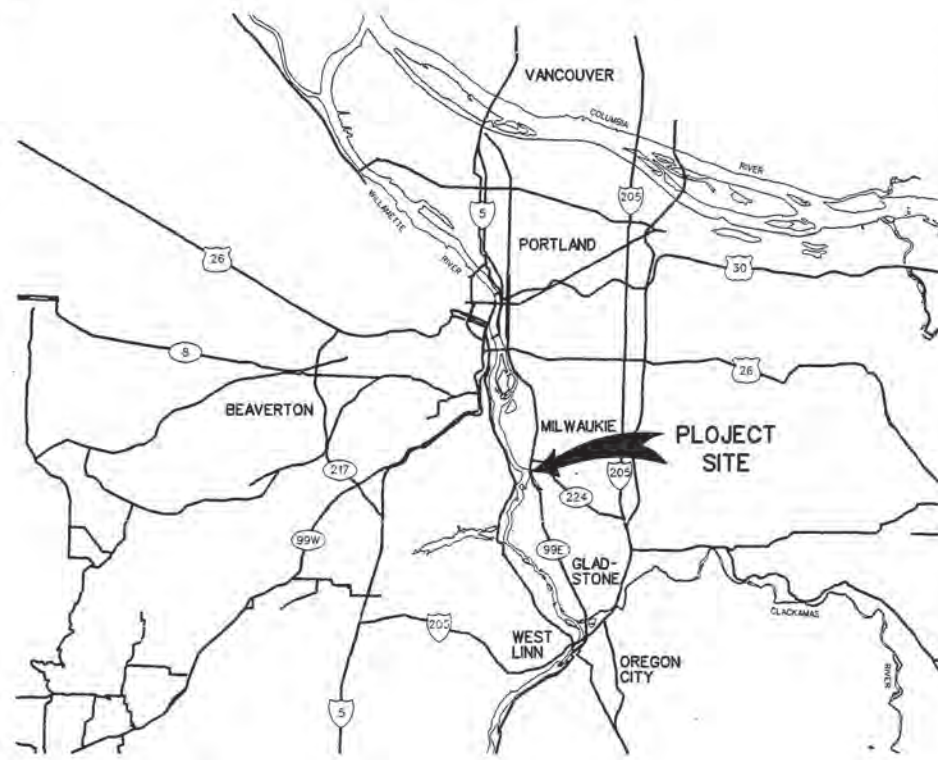
REFERENCE DRAWINGS

SERVICE DISTRICT NO.1 CLACKAMAS COUNTY, OREGON

KELLOGG CREEK WATER POLLUTION CONTROL PLANT DISINFECTION FACILITIES AND SECONDARY CLARIFIER MODIFICATIONS

INDEX TO DRAWINGS

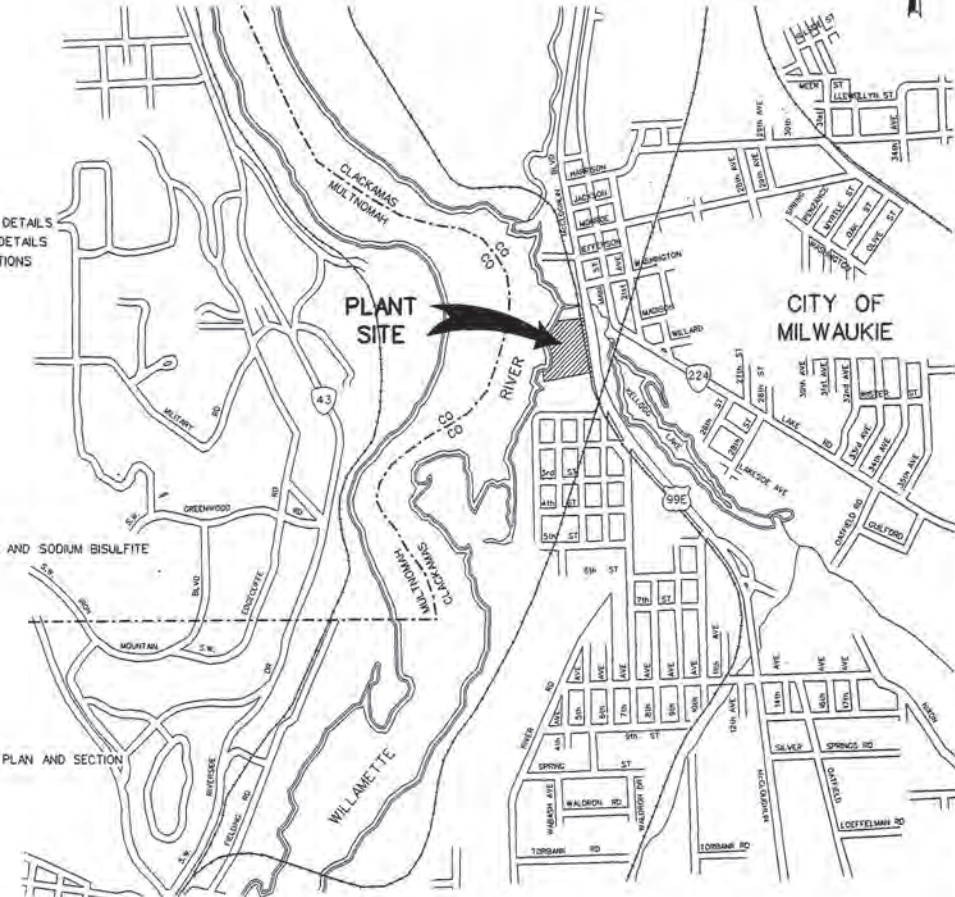
SHEET NO.	DWG NO.	TITLE
1.	G-1	VICINITY AND LOCATION MAPS AND INDEX TO DRAWINGS
2.	G-2	ABBREVIATIONS
3.	G-3	ARCHITECTURAL, BUILDING SERVICES AND HVAC LEGENDS
4.	G-4	MECHANICAL LEGEND
5.	G-5	HYDRAULIC PROFILE
6.	C-1	SITE PLAN
7.	C-2	SITE DETAILS
8.	D-1	CHLORINE BUILDING DEMOLITION PLAN
9.	D-2	CHLORINE CONTACT CHAMBERS DEMOLITION PLAN
10.	D-3	SECONDARY CLARIFIERS DEMOLITION PLAN
11.	D-4	SECONDARY CLARIFIERS DEMOLITION PARTIAL PLAN AND SECTION
12.	D-5	SECONDARY CLARIFIERS DEMOLITION COMPOSITE SECTION
13.	A-1	CHLORINE BUILDING MODIFICATIONS GROUND FLOOR PLAN
14.	A-2	CHLORINE BUILDING MODIFICATIONS ELEVATIONS AND DETAILS
15.	S/M-1	CHLORINE BUILDING MODIFICATIONS PARTIAL GROUND FLOOR PLAN AND DETAILS
16.	S/M-2	CHLORINE BUILDING MODIFICATIONS SECTIONS AND DETAILS
17.	S/M-3	CHLORINE BUILDING MODIFICATIONS SECTIONS AND DETAILS
18.	S/M-4	CHLORINE BUILDING MODIFICATIONS DETAILS
19.	H-1	CHLORINE BUILDING MODIFICATIONS GROUND FLOOR PLAN AND DETAILS
20.	P-1	CHLORINE BUILDING MODIFICATIONS GROUND FLOOR PLAN AND DETAIL
21.	S/M-10	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS FOUNDATION PLAN
22.	S/M-11	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS STRUCTURAL PLAN AND DETAILS
23.	S/M-11A	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS MECHANICAL PLAN AND DETAILS
24.	S/M-12	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS PARTIAL PLAN AND SECTIONS
25.	S/M-13	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS SECTIONS
26.	S/M-14	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS SECTIONS
27.	S/M-15	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS SECTIONS
28.	S/M-16	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS SECTIONS
29.	S/M-17	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS DETAILS
30.	S/M-18	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS DETAILS
31.	S/M-30	SECONDARY CLARIFIER MODIFICATIONS PLAN AND SECTION
32.	S/M-31	SECONDARY CLARIFIER MODIFICATIONS CENTER PIER PLAN
33.	S/M-32	SECONDARY CLARIFIER MODIFICATIONS COMPOSITE SECTION
34.	S/M-33	SECONDARY CLARIFIER MODIFICATIONS SECTION AND DETAILS
35.	S/M-34	SECONDARY CLARIFIER MODIFICATIONS SECTION AND DETAILS
36.	I-1	INSTRUMENTATION AND CONTROL LEGEND
37.	I-1A	DISINFECTION SYSTEM FLOW OPTIONS
38.	I-2	PROCESS AND INSTRUMENTATION DIAGRAM-UV DISINFECTION AND PLANT EFFLUENT
39.	I-3	PROCESS AND INSTRUMENTATION DIAGRAM-BACKUP DISINFECTION SODIUM HYPOCHLORITE AND SODIUM BISULFITE
40.	I-4	PROCESS AND INSTRUMENTATION DIAGRAM-RAS FLOW CONTROL
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43.	E-2	SITE PLAN
44.	E-3	ONE-LINE DIAGRAM
45.	E-4	CHLORINE BUILDING MODIFICATIONS PROCESS PLAN
46.	E-5	CHLORINE BUILDING MODIFICATIONS FACILITY PLAN
47.	E-6	DETAILS
48.	E-7	CONTROL DIAGRAMS
49.	E-8	LUMINAIRE SCHEDULE AND DETAILS
50.	E-9	UV DISINFECTION SYSTEM AND CHLORINE CONTACT CHAMBERS PROCESS AND FACILITY PLAN AND SECTION
51.	DD-1	DESIGN DETAILS - ARCHITECTURAL
52.	DD-2	DESIGN DETAILS - STRUCTURAL
53.	DD-3	DESIGN DETAILS - STRUCTURAL
54.	DD-4	DESIGN DETAILS - STRUCTURAL
55.	DD-5	DESIGN DETAILS - MECHANICAL GATE AND PIPE SCHEDULE
56.	DD-6	DESIGN DETAILS - HVAC / MECHANICAL
57.	DD-7	DESIGN DETAILS - MECHANICAL
58.	DD-8	DESIGN DETAILS - MECHANICAL
59.	DD-9	DESIGN DETAILS - ELECTRICAL
60.	DD-10	DESIGN DETAILS - ELECTRICAL



RECORD DRAWINGS

Revisions Drawn By: JAH, Hostetler Date: 6/20/95
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.

VICINITY MAP
NTS



LOCATION MAP
NTS

THE ORIGINAL DRAWING WAS STAMPED BY RICH C. FRANKENFELD OREGON P.E. NO. 10,678



DSGN	R FRANKENFELD	2/94	ADDENDUM NO.1	JAH	RCF
DR	J HOSTETLER	2/94	ADDENDUM NO.2	JAH	RCF
CHK	G GRAHAM	6/95	RECORD DRAWING	JAH	RCF
APVD	R FRANKENFELD			JAH	RCF

NO.	DATE	REVISION	BY	APVD

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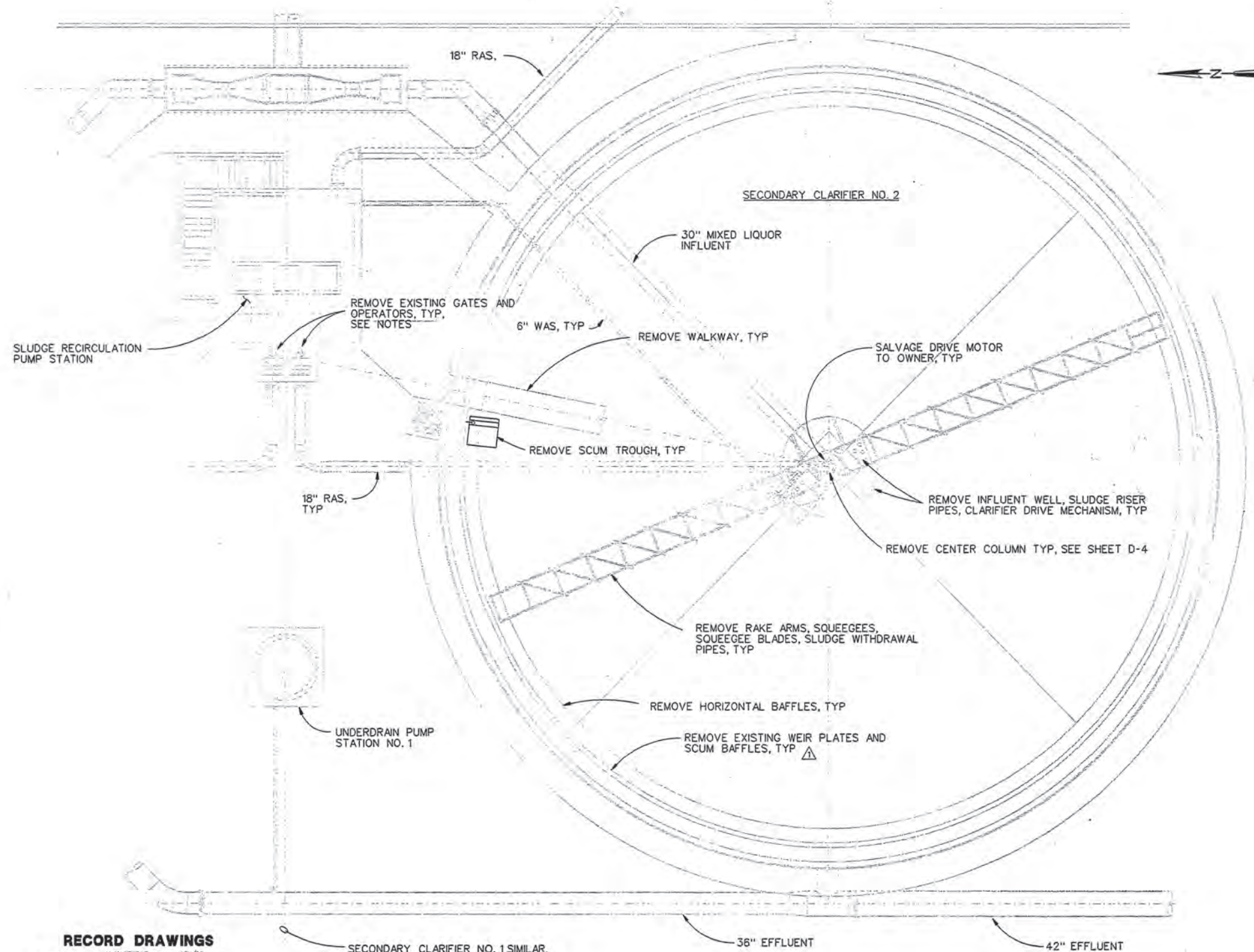
GRAPHIC SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SERVICE DISTRICT NO.1
 CLACKAMAS COUNTY, OREGON
 KELLOGG CREEK
 WATER POLLUTION CONTROL PLANT

GENERAL
 VICINITY AND LOCATION MAPS
 AND INDEX TO DRAWINGS

SHEET 1
 DWG NO. G-1
 DATE JAN 1994
 PROJ OPW36505.A2
 NO.

DLV MODIFY RECORD:



- NOTES:**
- EXISTING GATES MAY BE USED TO ISOLATE CLARIFIERS DURING CONSTRUCTION AS NEEDED.
 - REMOVE CONCRETE DECK SLAB AS REQUIRED TO REMOVE GATES. NEW OPENINGS TO BE COVERED WITH CLOSED CELL FRP GRATING WITH TYPE GS 1 SUPPORTS. SEE (211) TYP.
 - SEE SPECIFICATIONS FOR CONSTRUCTION SEQUENCE REQUIREMENTS WHICH APPLY TO DEMOLITION AND CONSTRUCTION ACTIVITIES IN THIS AREA.
 - USE UNDERDRAIN PUMP STATION NO. 1 TO DEWATER CLARIFIERS AS NEEDED PER SPECIFICATIONS.
 - DEMOLITION WORK IN SECONDARY CLARIFIER NO. 2 IS SHOWN. DEMOLITION REQUIREMENTS IN SECONDARY CLARIFIER NO. 1 ARE IDENTICAL.

RECORD DRAWINGS

Revisions Drawn By JA Hostetler Date 6/22/95
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.

SECONDARY CLARIFIER NO. 1 SIMILAR, SYMMETRICAL ABOUT CENTERLINE, OPPOSITE HAND

PLAN
1/8"=1'-0"

THE ORIGINAL DRAWING WAS STAMPED BY PAUL A. MUELLER OREGON P.E. NO. 15,1518



DSGN	P. MUELLER	2/94	ADDENDUM NO.1	JAH	RCF
DR	K.A. ANDERSEN	2/94	ADDENDUM NO.2	JAH	RCF
CHK	G. GRAHAM	6/95	RECORD DRAWING	JAH	RCF
APVD	R. FRANKENFIELD			BY	APVD
		NO.	DATE		
			REVISION		

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 CH2M HILL

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SERVICE DISTRICT NO.1
 CLACKAMAS COUNTY, OREGON
 KELLOGG CREEK
 WATER POLLUTION CONTROL PLANT

DEMOLITION
**SECONDARY CLARIFIERS
 DEMOLITION PLAN**

SHEET	10
DWG NO.	D-3
DATE	JAN 1994
PROJ	OPW36505.A2

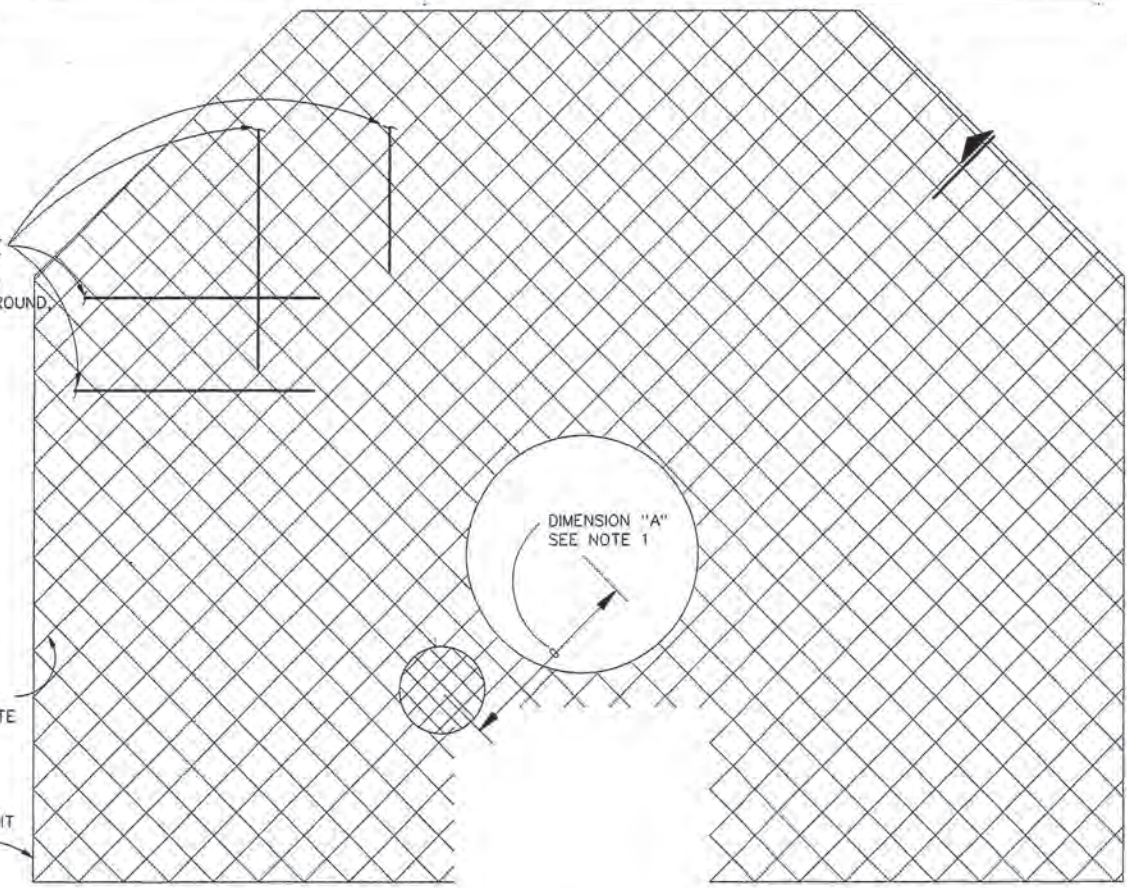
DLV MODIFY RECORD:



DO NOT SAW CUT EXISTING REINF. EXTEND INTO NEW CONC. TYP ALL AROUND. SEE NOTE 4

30" MIXED LIQUOR INFLUENT, CONCRETE ENCASED

SEE PLAN & SECTIONS FOR LIMIT ON DEMOLITION



DIMENSION "A" SEE NOTE 1

18" RAS, CONCRETE ENCASED

6" WAS SUCTION

10" UNDERDRAIN

EXST FLAP GATE TO REMAIN OPERABLE AT ALL TIMES

SALVAGE EXISTING REINF & EXTEND INTO NEW CONC. DO NOT SAWCUT REINF STEEL. SEE NOTE 4

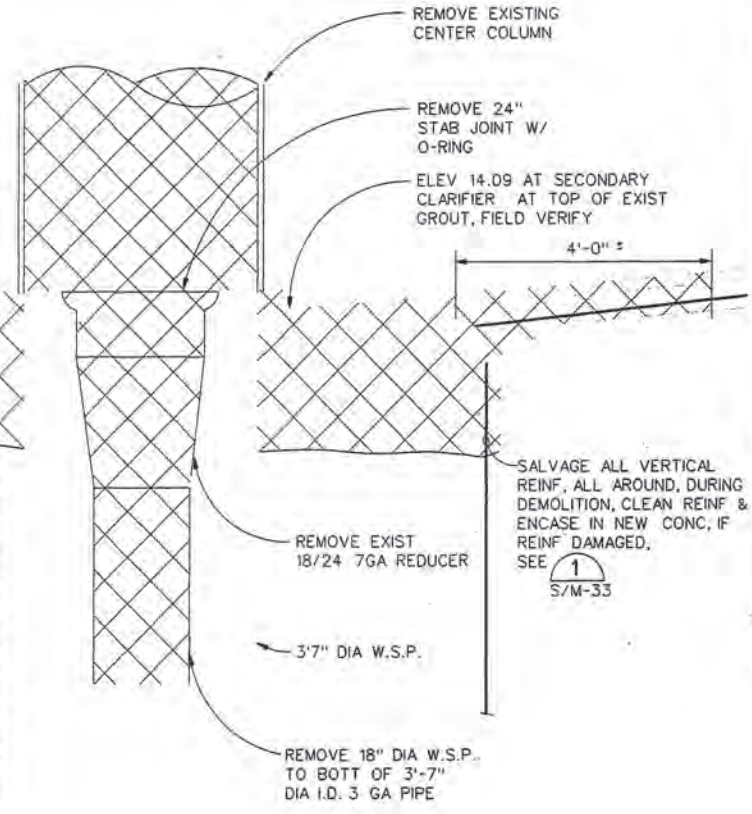
REMOVE CONCRETE DOWN TO EL 11.89 ±

30" MIXED LIQUOR INFLUENT

ROUGHEN SURFACE TO 1/4" MIN AMPLITUDE

18" RAS CONCRETE ENCASED W.S.P.

CORE DRILL 16" HOLE, SEE NOTES 1-3



REMOVE EXISTING CENTER COLUMN

REMOVE 24" STAB JOINT W/ O-RING

ELEV 14.09 AT SECONDARY CLARIFIER AT TOP OF EXIST GROUT, FIELD VERIFY

4'-0" ±

SALVAGE ALL VERTICAL REINF. ALL AROUND, DURING DEMOLITION, CLEAN REINF & ENCASE IN NEW CONC. IF REINF DAMAGED. SEE 1 S/M-33

REMOVE EXIST 18/24 7GA REDUCER

3'-7" DIA W.S.P.

REMOVE 18" DIA W.S.P. TO BOTT OF 3'-7" DIA I.D. 3 GA PIPE

SECTION A-A
3/4"=1'-0"

CENTER PIER FOUNDATION DEMOLITION PLAN

3/4"=1'-0"

NOTES:

1. CORE DRILL 4" PILOT HOLE DOWN INTO EXISTING 18" W.S.P. TO VERIFY LOCATION OF EXISTING PIPE CENTERLINE. COORDINATE DIMENSION "A" WITH CLARIFIER EQUIPMENT SUPPLIER SUCH THAT HOLE IS CENTERED IN ANNULAR SPACE BETWEEN NEW CENTER PIER FLANGE AND MANIFOLD SEAL RING. SEE DWG S/M-34, SIM. VERIFY LOCATION OF HOLE WITH ENGINEER PRIOR TO DRILLING.
2. CORE DRILL 16" HOLE ON ADJUSTED CENTERLINE DETERMINED FROM PILOT HOLE. 16" HOLE SHALL CENTER ON EXISTING 18" W.S.P. CORE DRILL HOLE THRU TOP OF W.S.P. REMOVE CONCRETE AND TOP OF W.S.P.
3. SEE SPECIFICATIONS FOR CONSTRUCTION SEQUENCE REQUIREMENTS WHICH APPLY TO DEMOLITION AND CONSTRUCTION ACTIVITIES IN THIS AREA.
4. EXPOSE ALL HORIZONTAL REINFORCING IN AN AREA OF CONCRETE TO BE REMOVED BY A VERTICAL SAW CUT THROUGH THE CONCRETE TO BELOW THE REINFORCING STEEL. MAKE VERTICAL SAW CUTS 1/2" ON EACH SIDE OF EACH RADIAL BAR FOR THE REQUIRED DISTANCE OF THE REINFORCING STEEL SPLICE AND REMOVE THE CONCRETE BETWEEN THE BARS WITHOUT DAMAGING THE CONCRETE ENCASEMENT AROUND EACH BAR. USING SMALL HAND TOOLS, BREAK AWAY THE CONCRETE ENCASEMENT AROUND EACH BAR TO PROVIDE AN UNDAMAGED BAR SUITABLE FOR A LAP SPLICE FOR THE NEW CONSTRUCTION.

RECORD DRAWINGS

Revised Drawn by J.A. HOSTETLER Date 6/20/95
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION SUPPLIED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OR COMPONENT FOR PURPOSES OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.

THE ORIGINAL DRAWING WAS STAMPED BY SUSAN M. FREY OREGON P.E. NO. 10,680



DSGN	G. DOTSON	2/94	ADDENDUM NO.1	JAH	RCF
DR	K. ANDERSEN	2/94	ADDENDUM NO.2	JAH	RCF
CHK	S. FREY	6/95	RECORD DRAWING	JAH	RCF
APVD	R. FRANKENFIELD			BY	APVD
		NO.	DATE		REVISION

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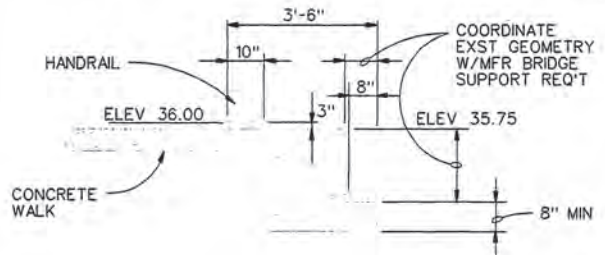
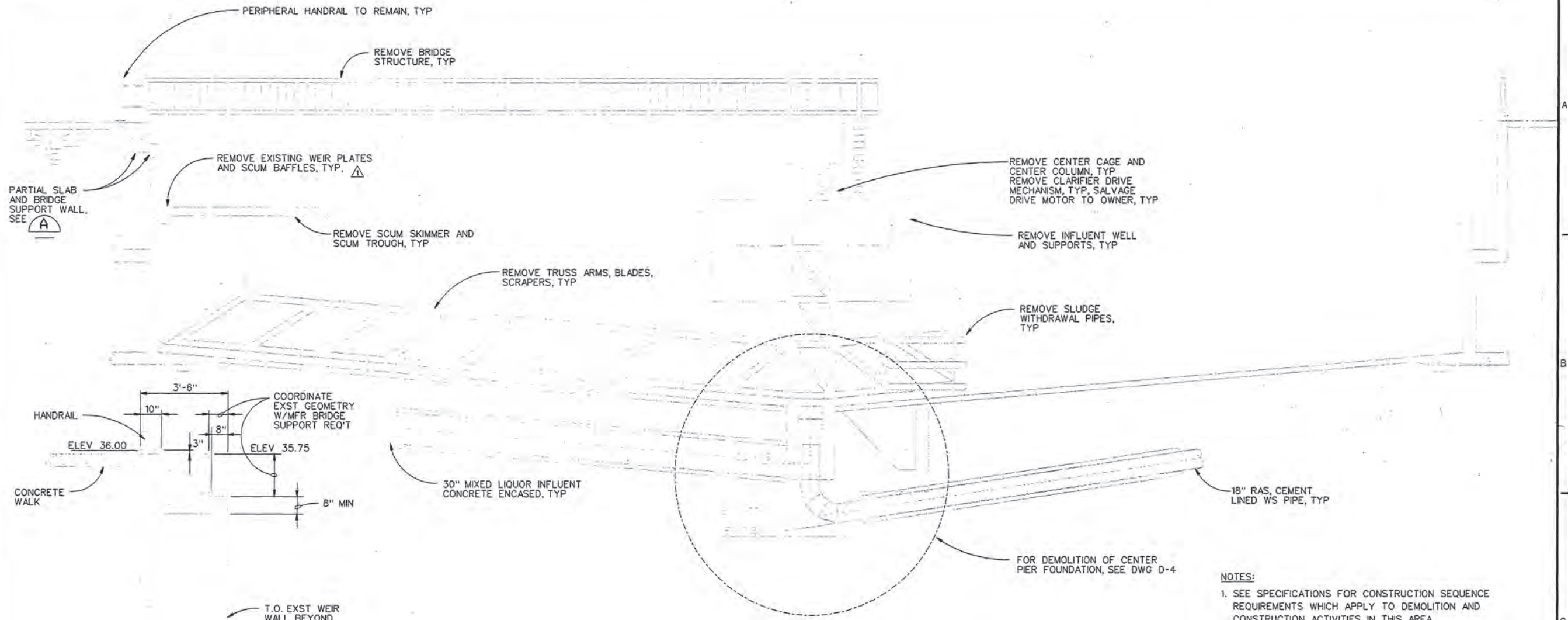
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SERVICE DISTRICT NO.1
 CLACKAMAS COUNTY, OREGON
 KELLOGG CREEK
 WATER POLLUTION CONTROL PLANT

DEMOLITION
 SECONDARY CLARIFIERS
 DEMOLITION
 PARTIAL PLAN AND SECTION

SHEET	11
DWG NO.	D-4
DATE	JAN 1994
PROJ	OPW36505.A2

DLV MODIFY RECORD:



COMPOSITE SECTION
NTS

- NOTES:**
1. SEE SPECIFICATIONS FOR CONSTRUCTION SEQUENCE REQUIREMENTS WHICH APPLY TO DEMOLITION AND CONSTRUCTION ACTIVITIES, IN THIS AREA.
 2. SECTION TYPICAL FOR SECONDARY CLARIFIER NOS. 1 AND 2.

THE ORIGINAL DRAWING WAS STAMPED BY PAUL A. MUELLER OREGON P.E. NO. 15,518

BRIDGE SUPPORT SECTION
NTS

RECORD DRAWINGS

These record drawings have been prepared, in part, on the basis of information compiled by others. They are not intended to represent in detail the exact location, type or component for manner of construction. The engineer will not be responsible for any errors or omissions which have been incorporated into the record drawings.

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DSGN	A LARSSON	2/94	ADDENDUM NO.1	JAH	RCF
DR	P MUELLER	2/94	ADDENDUM NO.2	JAH	RCF
CHK	K ANDERSON	6/95	RECORD DRAWING	JAH	RCF
CHK	S FREY				
CHK	G GRAHAM				
APVD	R FRANKENFIELD				

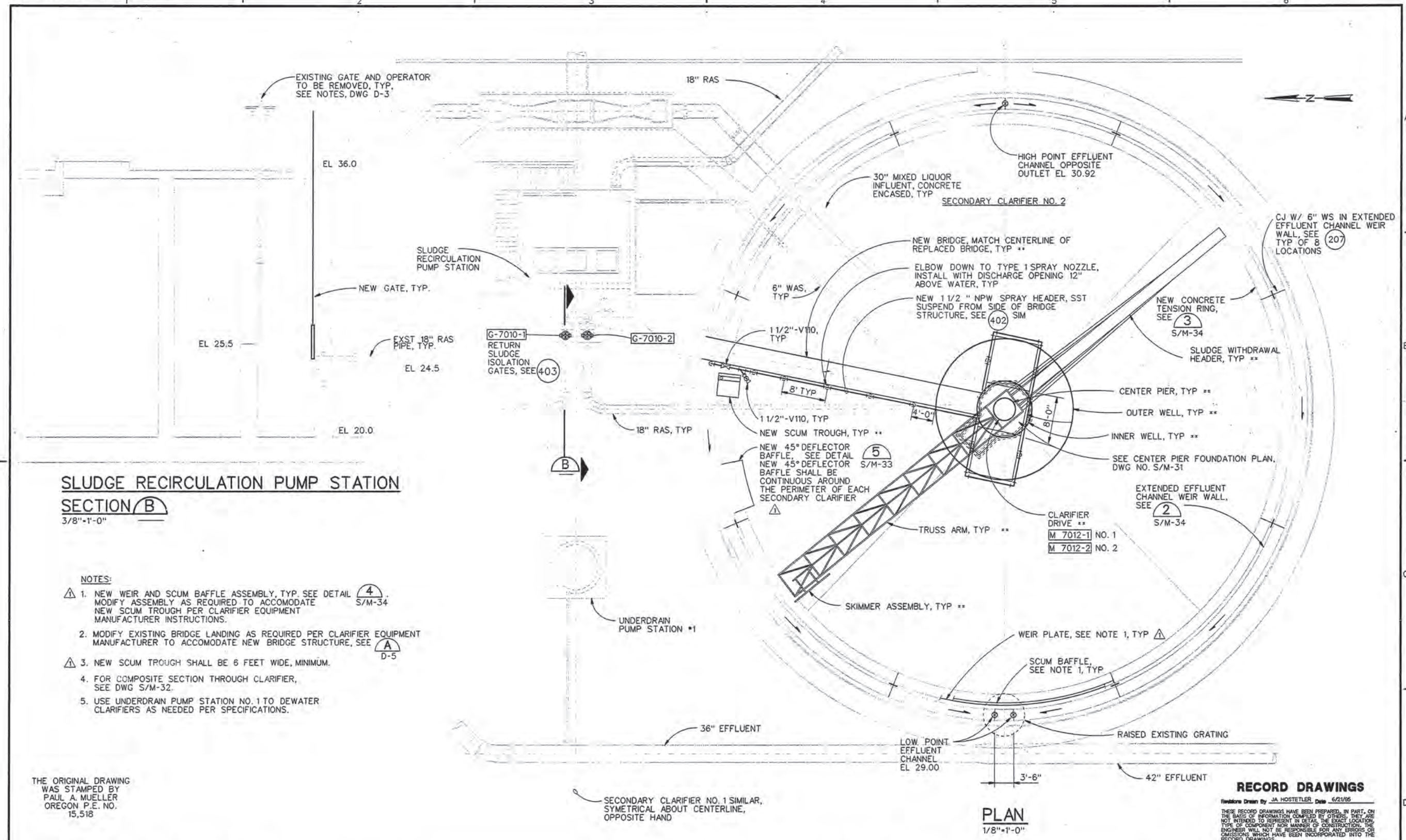
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SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

DEMOLITION
SECONDARY CLARIFIERS
DEMOLITION COMPOSITE SECTION

SHEET	12
DWG NO.	D-5
DATE	JAN 1994
PROJ	OPW36505.A2

DLV MODIFY RECORD:



SLUDGE RECIRCULATION PUMP STATION

SECTION B
3/8" x 1'-0"

NOTES:

1. NEW WEIR AND SCUM BAFFLE ASSEMBLY, TYP. SEE DETAIL 4 S/M-34. MODIFY ASSEMBLY AS REQUIRED TO ACCOMMODATE NEW SCUM TROUGH PER CLARIFIER EQUIPMENT MANUFACTURER INSTRUCTIONS.
2. MODIFY EXISTING BRIDGE LANDING AS REQUIRED PER CLARIFIER EQUIPMENT MANUFACTURER TO ACCOMMODATE NEW BRIDGE STRUCTURE, SEE A D-5.
3. NEW SCUM TROUGH SHALL BE 6 FEET WIDE, MINIMUM.
4. FOR COMPOSITE SECTION THROUGH CLARIFIER, SEE DWG S/M-32.
5. USE UNDERDRAIN PUMP STATION NO. 1 TO DEWATER CLARIFIERS AS NEEDED PER SPECIFICATIONS.

THE ORIGINAL DRAWING WAS STAMPED BY PAUL A. MUELLER OREGON P.E. NO. 15,518

THE ORIGINAL DRAWING WAS STAMPED BY SUSAN M. FREY OREGON P.E. NO. 10,680



DSGN	A LARSSON		2/94	ADDENDUM NO.1	JAH	RCF
DR	KA ANDERSEN		2/94	ADDENDUM NO.2	JAH	RCF
CHK	S FREY		6/95	RECORD DRAWING	JAH	RCF
CHK	G GRAHAM					
APVD	R FRANKENFIELD	NO.	DATE	REVISION	BY	APVD

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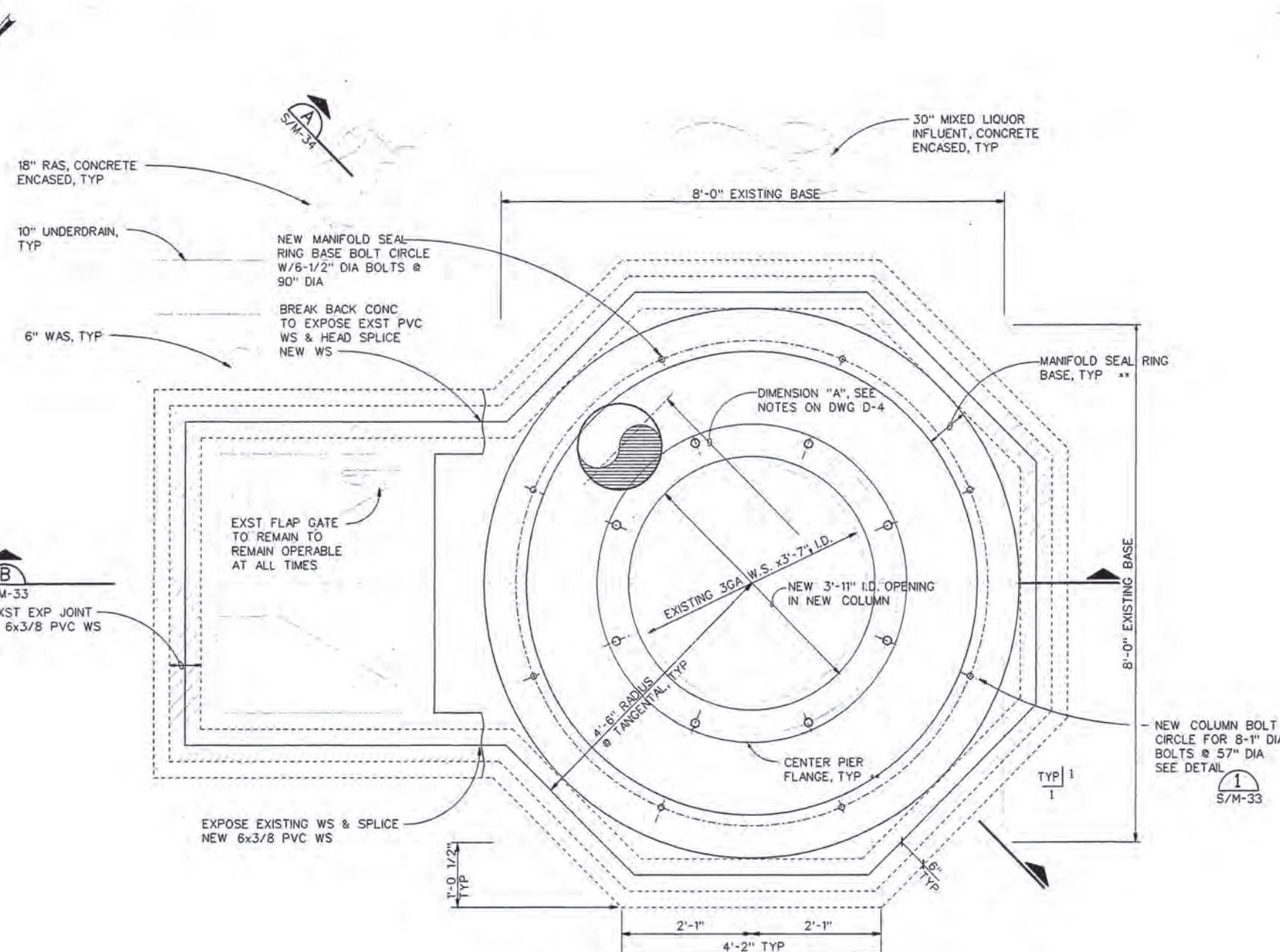
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SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

STRUCTURAL/MECHANICAL
SECONDARY CLARIFIER MODIFICATIONS
PLAN AND SECTION

SHEET	31
DWG NO.	S/M-30
DATE	JAN 1994
PROJ NO.	OPW36505.A2

DLV MODIFY RECORD:



CENTER PIER FOUNDATION PLAN
1"=1'-0"

RECORD DRAWINGS

Revised Drawn By: JAH Date: 6/21/95

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SCALE: 1" = 1'-0"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

THE ORIGINAL DRAWING WAS STAMPED BY SUSAN M. FREY OREGON P.E. NO. 10,680



NO.	DATE	REVISION	BY	APVD
1	2/94	ADDENDUM NO.1	JAH	RCF
2	2/94	ADDENDUM NO.2	JAH	RCF
3	6/95	RECORD DRAWING	JAH	RCF
4				

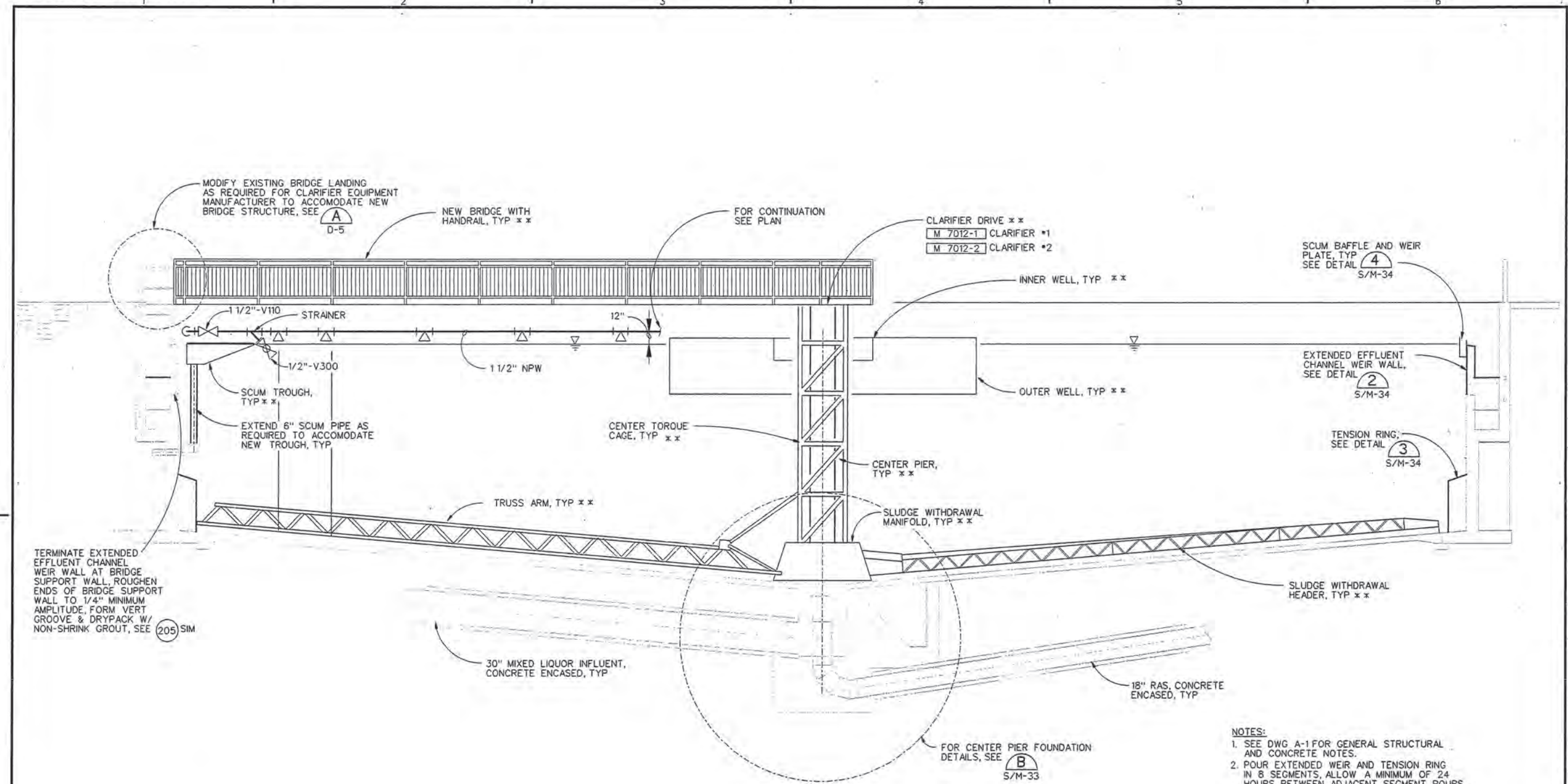
CH2M HILL

SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

STRUCTURAL/MECHANICAL
SECONDARY CLARIFIER
MODIFICATIONS
CENTER PIER PLAN

SHEET	32
DWG NO.	S/M-31
DATE	JAN 1994
PROJ NO.	OPW36505.A2

DLV MODIFY RECORD:



COMPOSITE SECTION
1/4"=1'-0"

- NOTES:**
- SEE DWG A-1 FOR GENERAL STRUCTURAL AND CONCRETE NOTES.
 - POUR EXTENDED WEIR AND TENSION RING IN 8 SEGMENTS, ALLOW A MINIMUM OF 24 HOURS BETWEEN ADJACENT SEGMENT POURS.
 - SEE SPECIFICATIONS FOR CONSTRUCTION SEQUENCE REQUIREMENTS WHICH APPLY TO DEMOLITION AND CONSTRUCTION ACTIVITIES IN THIS AREA.

THE ORIGINAL DRAWING WAS STAMPED BY PAUL A. MUELLER OREGON P.E. NO. 15,518

RECORD DRAWINGS

Revised Drawn By JAH Date 6/21/95

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BAR IS ONE INCH ON ORIGINAL DRAWING.
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SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

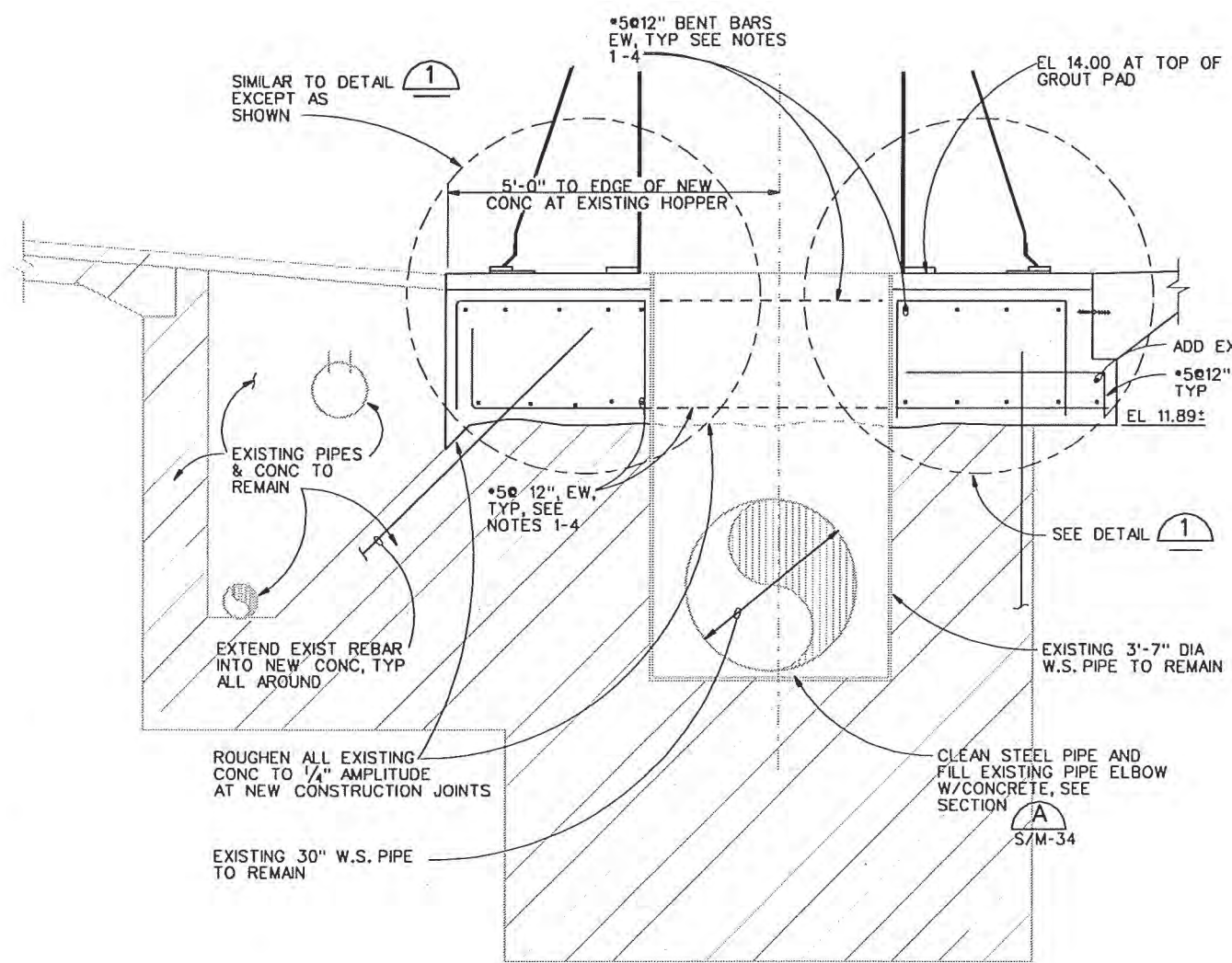
STRUCTURAL/MECHANICAL
SECONDARY CLARIFIER
MODIFICATIONS
COMPOSITE SECTION

SHEET 33
DWG NO. S/M-32
DATE JAN 1994
PROJ NO. OPW36505.A2

THE ORIGINAL DRAWING WAS STAMPED BY SUSAN M. FREY OREGON P.E. NO. 10,650

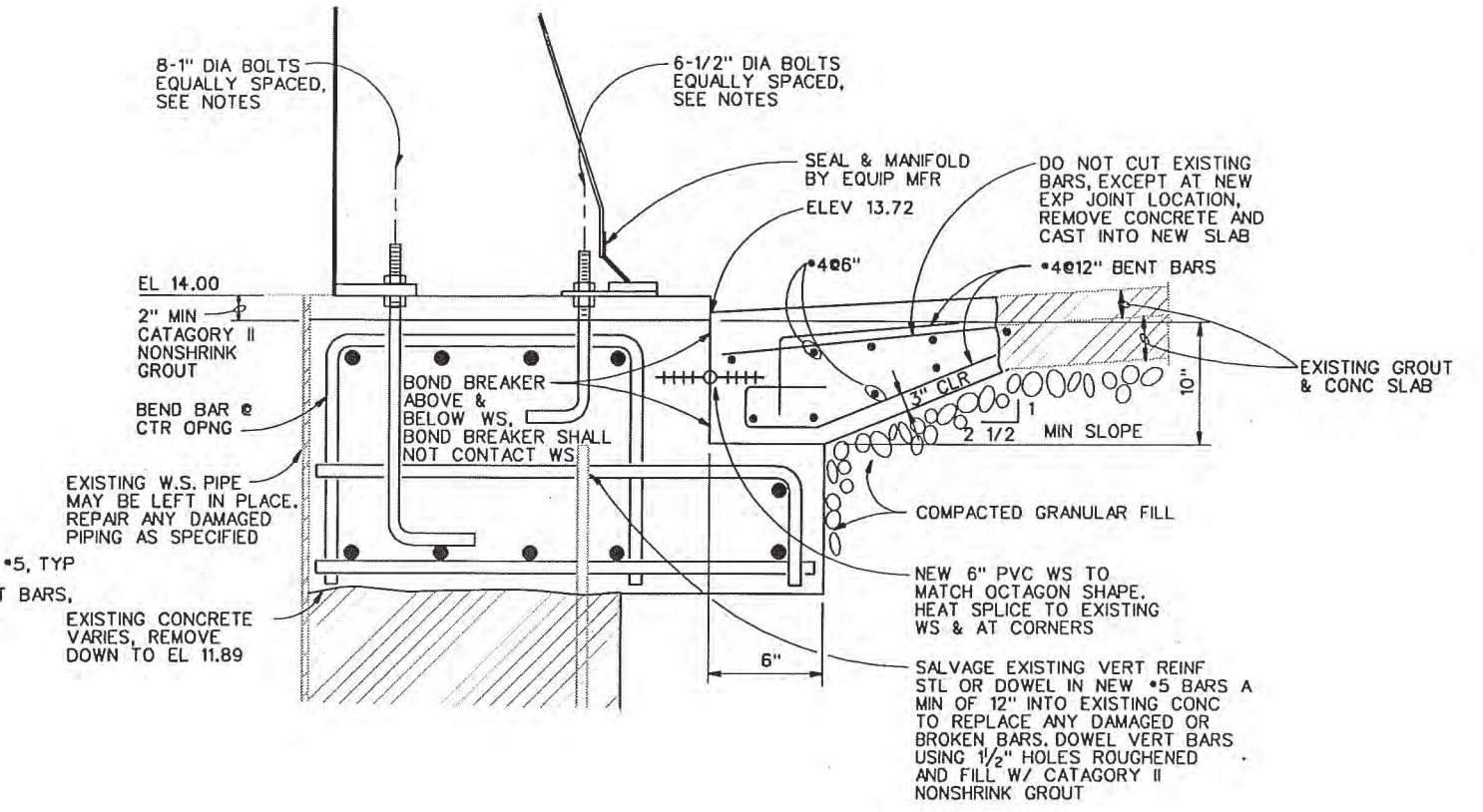


NO.	DATE	REVISION	BY	APVD
1	2/94	ADDENDUM NO.1	JAH	RCF
2	2/94	ADDENDUM NO.2	JAH	RCF
3	6/95	RECORD DRAWING	JAH	RCF
4				



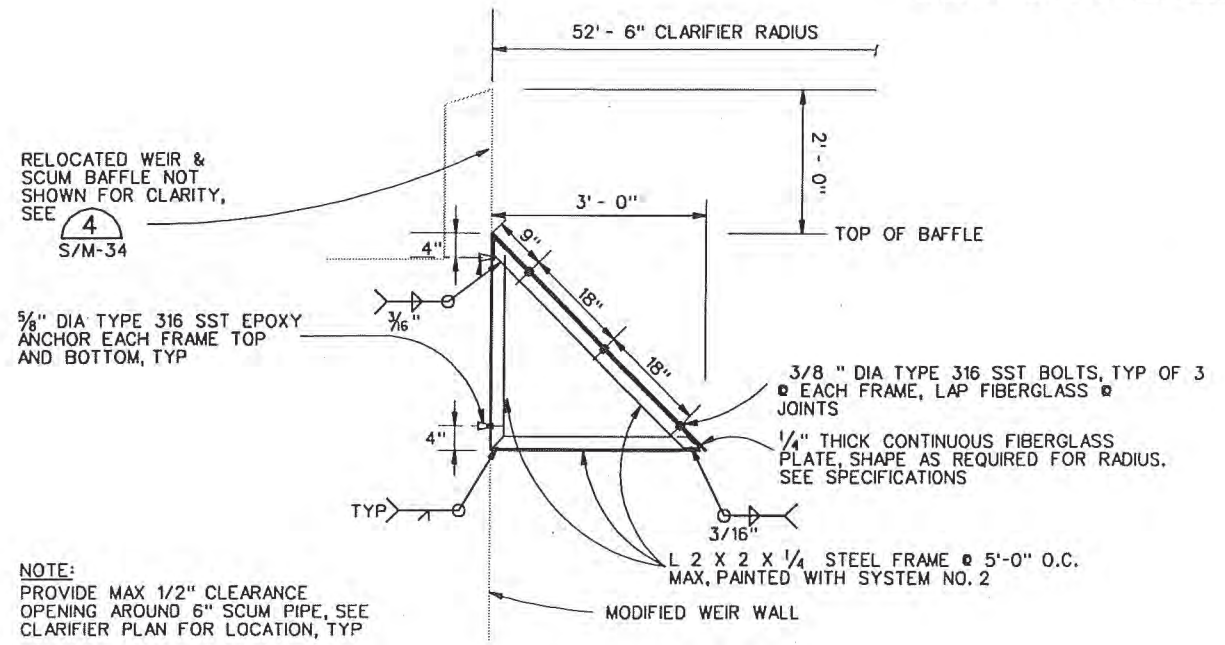
- NOTES:**
- TOP & BOTT REINF:
 - 1. FULL LENGTH WHERE POSSIBLE.
 - 2. BEND TOP BARS, EXTEND TO 1" CLR OF PVC WS & BEND DOWN EA END TO 3" CLR OF BOTTOM.
 - 3. BEND TOP BARS THAT TERMINATE @ CTR OPNG.
 - 4. FOR ADDITIONAL OPNG REINF @ 16" DIA OPNG, SEE 201

SECTION B
3/4"-1'-0"
S/M-31
S/M-32
S/M-34

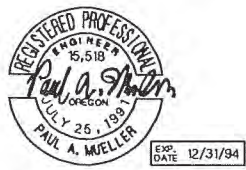


DETAIL 1
NTS
S/M-12
S/M-15

- NOTES:**
1. SHIM TEMPLATE INTO POSITION, DOUBLE NUT THE ANCHOR BOLTS & CAST CONC.
 2. TEMPLATE & ANCHOR BOLTS TO BE AS REQUIRED BY EQUIPMENT MFR.
 3. OBTAIN TEMPLATE FROM EQUIPMENT MFR.



DEFLECTOR BAFFLE DETAIL 5
NTS
S/M-30



DSGN	P. MUELLER	2/94	ADDENDUM NO.1	JAH	RCF
DR	G. DOTSON	2/94	ADDENDUM NO.2	JAH	RCF
CHK	K. ANDERSEN				
	G. GRAHAM				
	S. FREY				
APVD	R. FRANKENFIELD	NO.	DATE	BY	APVD

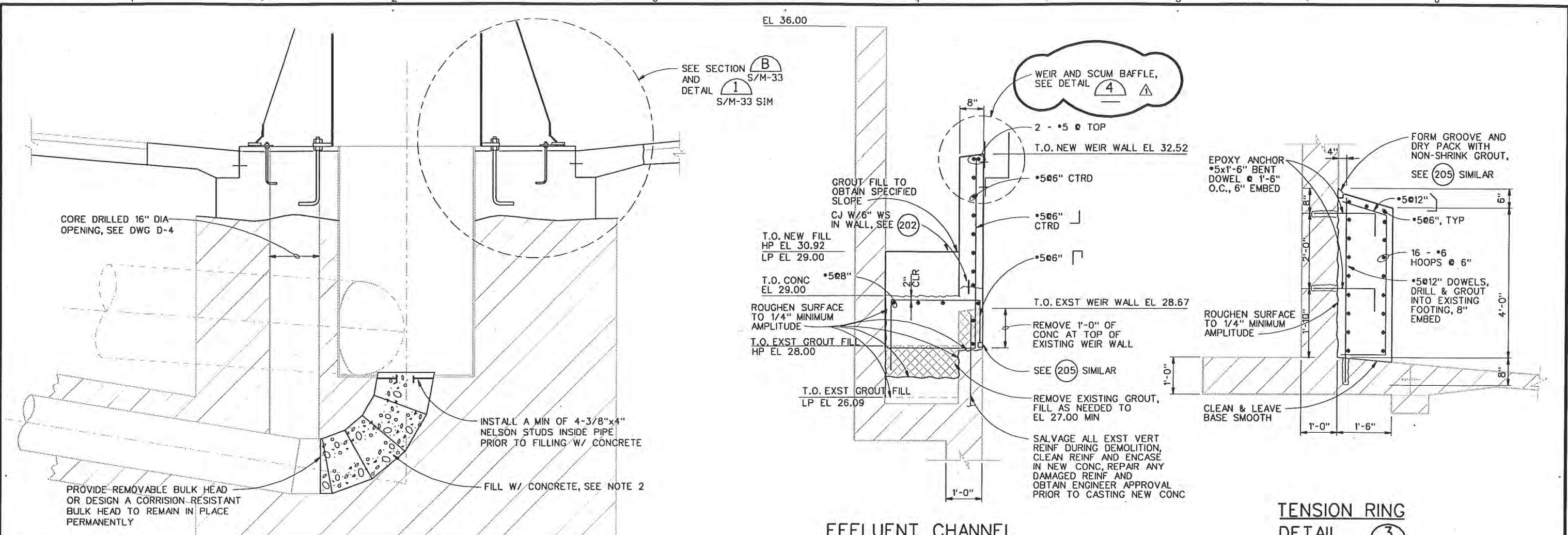
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BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

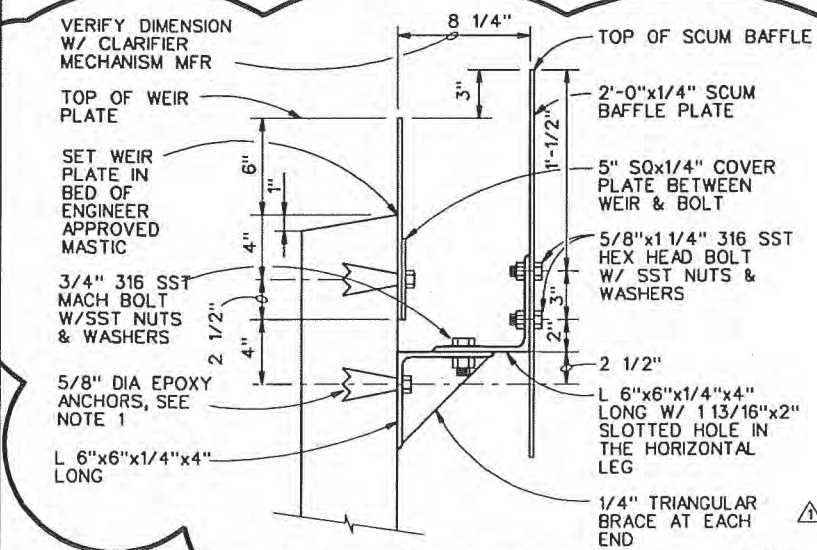
STRUCTURAL/MECHANICAL
SECONDARY CLARIFIER
MODIFICATIONS
SECTION AND DETAILS

SHEET	34
DWG NO.	S/M-33
DATE	JAN 1994
PROJ	OPW36505.A2



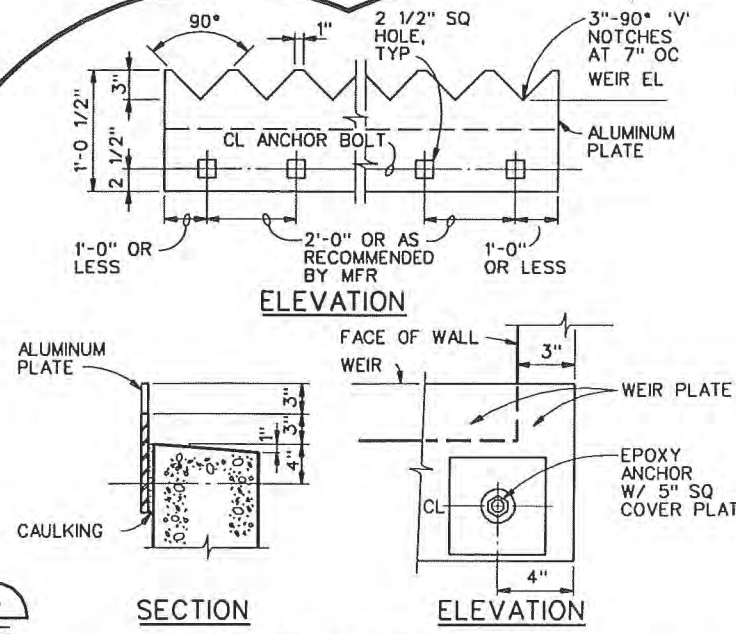
- NOTES:**
1. REMOVE CONCRETE AT EXISTING PIER DOWN TO APPROXIMATE ELEVATION SHOWN. SEE DEMOLITION PLAN, DWG NO. D-3.
 2. CLEAN THE WS ELBOW TO REMOVE MATERIALS THAT WOULD PREVENT A BOND AND A SEAL. FILL THE 18" ELBOW W/ CONCRETE.

SECTION A
3/4"x1'-0"
S/M-31
S/M-33



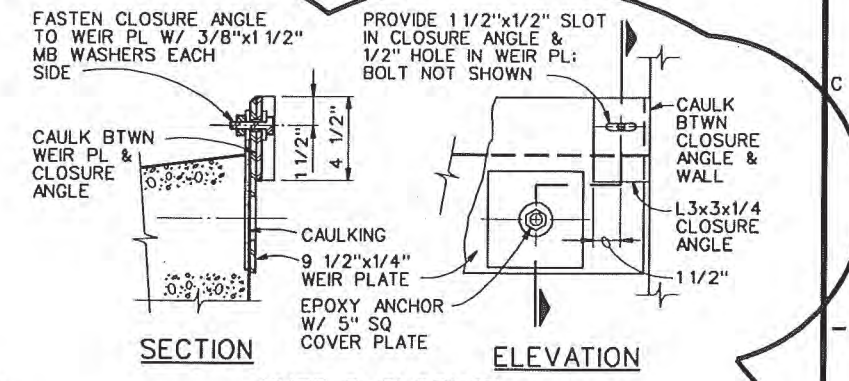
WEIR & SCUM BAFFLE DETAIL 4
1 1/2"x1'-0"
D-5
S/M-32

EFFLUENT CHANNEL DETAIL 2
3/4"x1'-0"
S/M-30
S/M-32



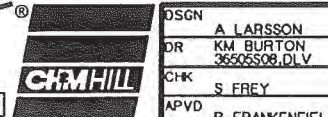
TYPE-1 CLOSURE

TENSION RING DETAIL 3
3/4"x1'-0"
S/M-30
S/M-32



TYPE-2 CLOSURE

- NOTES:**
1. SCUM BAFFLE ANCHORS SHALL BE EQUALLY SPACED AT 4'-0" OC MAX., PLACE WEIR ANCHORS AT 2'-0" OC MAX. OR AS RECOMMENDED BY MFR.
 2. ALL PARTS EXCEPT FASTENERS SHALL BE ALUMINUM AS SPECIFIED.
 3. PROVIDE WEIR CLOSURE AT EACH SIDE OF SCUM TROUGH.
 4. STEEL TROWEL TOP OF CONCRETE TO OBTAIN SMOOTH DENSE FINISH.
 5. RELOCATE EXISTING WEIR & SCUM BAFFLE.
 6. STEEL TROWEL TOP OF CONCRETE TO OBTAIN SMOOTH DENSE FINISH.
 7. PREPARE EXISTING WEIR AND SCUM BAFFLE SURFACES AND PAINT IN ACCORDANCE WITH SYSTEM NO. 2



DSGN	A. LARSSON	2/94	ADDENDUM NO.1	JAH	RCF
DR	KM BURTON	2/94	ADDENDUM NO.2	JAH	RCF
CHK	S. FREY				
APVD	R. FRANKENFELD				

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BAR IS ONE INCH ON ORIGINAL DRAWING.

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SERVICE DISTRICT NO.1
CLACKAMAS COUNTY, OREGON
KELLOGG CREEK
WATER POLLUTION CONTROL PLANT

STRUCTURAL/MECHANICAL SECONDARY CLARIFIER MODIFICATIONS SECTION AND DETAILS	SHEET 35 DWG NO. S/M-34 DATE JAN 1994 PROJ OPW36505.A2 NO.
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 131 Oliver St 4th Fl Boston MA 02110	CONTACT NAME: Glenn McMahon PHONE (A/C. No. Ext): 617-535-7294 E-MAIL ADDRESS: Glenn.McMahon@alliant.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861	INSURER A: Zurich American Insurance Co	16535
INSURED DN Tanks, LLC a Limited Liability Company of Delaware 11 Teal Road Wakefield MA 01880	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 716560893

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO 9336735-12	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP 9336736-11	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0124976-07	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Builders Risk			MBR 0147687-04	5/1/2022	5/1/2023	Contract Value	1,797,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Rehabilitation (concrete repair and coatings) of two (2) 1.0 MG Secondary Clarifiers for the Kellogg Creek WRRF Secondary Clarifier Rehabilitation project in Milwaukie, Oregon, 11525 SE McLoughlin Blvd., Milwaukie, OR 97222

Clackamas County and Water Environment Services are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile & General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Water Environment Services 150 Beaver Creek Road Oregon City OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9336735-12

Effective Date: 05/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.