



**Procurement Division**  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5444 (Office)

## **REQUEST FOR QUOTES (RFQ) #2017-85**

Issue Date: September 28, 2017

Project Name:	CBX- Marylhurst South Fiber Project		
Quote Due Date/Time:	October 12, 2017; 2:00 PM		
Procurement Analyst:	Ryan Rice	Phone:	503-487-7944
		Email:	<a href="mailto:rrice@clackamas.us">rrice@clackamas.us</a>

**SUBMIT QUOTES VIA EMAIL TO [PROCUREMENT@CLACKAMAS.US](mailto:PROCUREMENT@CLACKAMAS.US)  
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
“2017-85 CBX MARYLHURST SOUTH FIBER” IN THE SUBJECT LINE**

### **1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at [www.clackamas.us/bids/terms.html](http://www.clackamas.us/bids/terms.html).

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page ([www.clackamas.us/bids/index.html](http://www.clackamas.us/bids/index.html)) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

### **2. SCOPE**

The purpose of this RFQ is to construct a continued fiber backbone down highway 43.

#### Project Overview:

1. From the SW corner of Marylbrook Drive – pull 144ct armored fiber south through existing ODOT conduit. There are two pull boxes between this intersection and PGE Pole #3641 – after cutting out existing ODOT comms cable, dig/vacuum out the sweeps and couple them straight through – eliminating the need for the pull boxes.
2. At PGE Pole #3641 – riser up existing riser and overlash existing ODOT cable south to PGE Pole #3840. Riser down to existing hand-hole and cross Highway 43. From existing ODOT hand-hole on the east side of Highway 43, place 3” pipe over to planter strip and place 24x36x24 vault. Bore down Cedar Oak Drive to PGE Pole #5270 and riser up. Place new fiber and 6.6M strand east to Old River Road where you will then overlash existing CBX fiber south to PGE Pole #1173.

#### Splicing

1. Existing aerial case @ PGE Pole #1173: 144x splices
2. Existing underground case @ Marylbrook Drive: 144x splices
3. All material and equipment needed to complete this project will be supplied by the contractor with the exception of the 144 count armored fiber cable. CBX will supply all needed 144 count fiber cable for this project.
4. All utility make-ready costs will be the responsibility of Clackamas CBX.
5. Any work that requires closing a lane on Hwy 43 must be done after hours per ODOT permit.

6. City and ODOT permit will be provided by CBX.
7. Contractor will be responsible for developing an approved traffic control plan. All flagging costs need to be included in the quote.
8. All fiber cables need to be labeled in every splice case and vault for future reference. CBX will provide the fiber tags.
9. All disturbed areas shall be restored to an in-kind or better condition.
10. Place locate wire in all conduit that fiber is placed in.
11. CBX is not responsible for extra costs due to Subcontractors failure to review complete plans, drawings and specifications.
12. If quote exceeds \$50,000.00, Performance and Payments bond will be a required part of the contract.

**Key Dates:**

Commencement Date: Upon issuance of Notice to Proceed ("NTP")

Substantial Completion: 60 days from NTP

Final Completion: 75 days from NTP

**The following items are included and incorporated within this RFQ:**

- Attachment A, Marylhurst South Aerial Map, Dated September, 2017.
- Clackamas County Marylhurst Fiber Drawing Set, Sheets 1 – 18.

Prevailing Wage Rates requirements apply to this project because the maximum compensation for all owner-contracted work is more than \$50,000. The selected contractor and all subcontractors shall comply with the provision of ORS 279C.800 through 279C.870, relative to the Prevailing Wage Rates and the required public works bond.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, which can be downloaded at the following web address: [http://www.oregon.gov/boli/WHD/PWR/JULY2017/July\\_1\\_2017\\_PWR.pdf](http://www.oregon.gov/boli/WHD/PWR/JULY2017/July_1_2017_PWR.pdf). The Work will take place in Clackamas County, Oregon.

**3. Sample Contract**

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the Public Improvement contract. No action or response to the sample contract is required under this RFQ.

**4. Quote**

Quotes should be short and concise with the following information:

- A. Lump Sum price to complete the project. Quotes are to include a basic quote and the following Unit Price Adders
  - Unit Price #1: Tree Pruning (no-arborist)*  
Adder – Per Linear Foot
  - Unit Price #2: Directions Rock Bore 2" SDR11 HDPE Rock*  
Adder- Per Linear Foot
- B. Clackamas County Certifications Form; and
- C. Any additional information that Clackamas County should take into consideration for the project or qualifications.

**5. Evaluation**

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

**CLACKAMAS COUNTY CERTIFICATIONS**  
**RFQ #2017-85**

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 279B.110(2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

**SECTION II. NON-DISCRIMINATION**

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST**

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION**

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_

## CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE ([www.clackamas.us/bids/index.html](http://www.clackamas.us/bids/index.html)) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

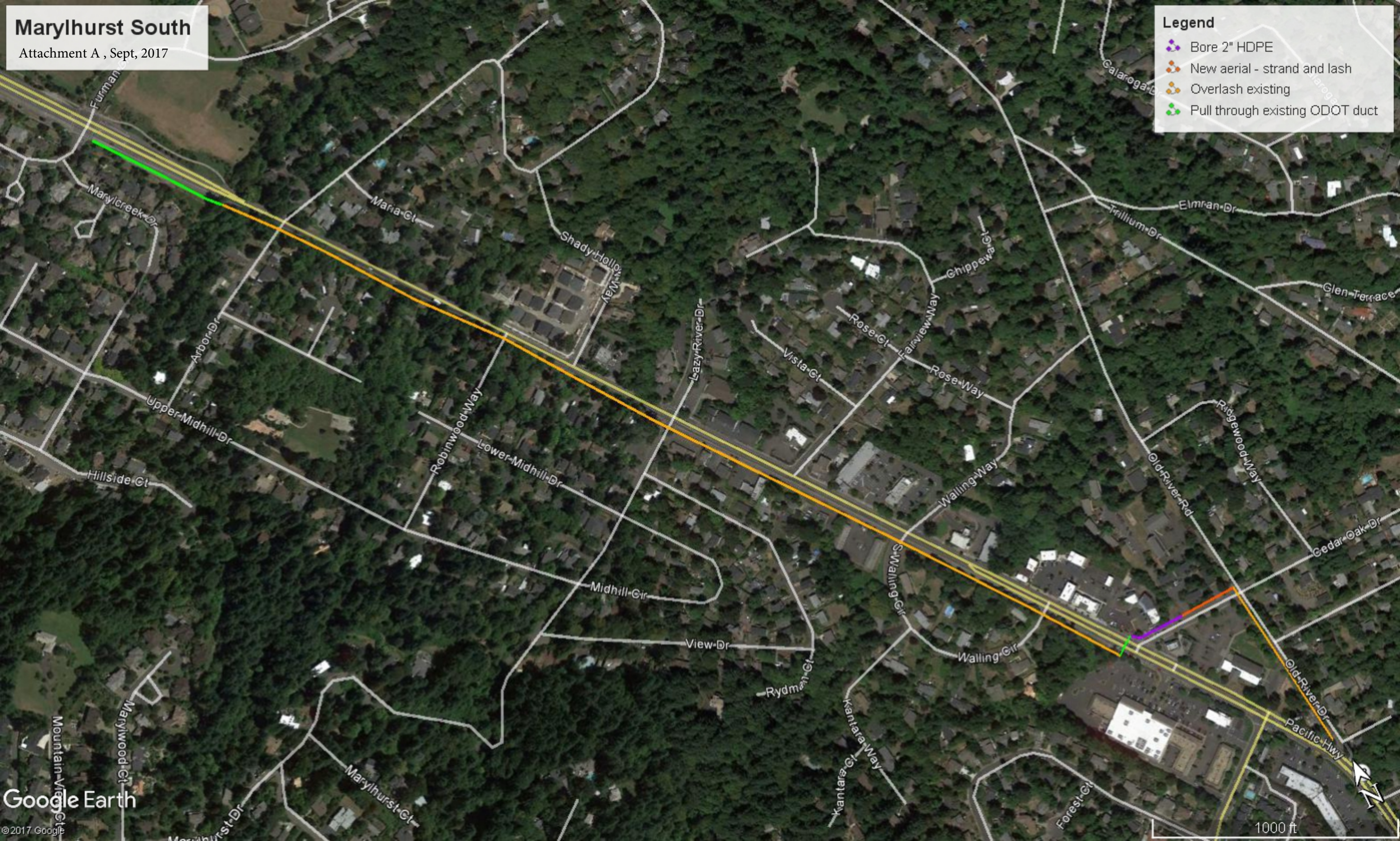
- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

# Marylhurst South

Attachment A , Sept, 2017

Legend

- Bore 2" HDPE
- New aerial - strand and lash
- Overlash existing
- Pull through existing ODOT duct

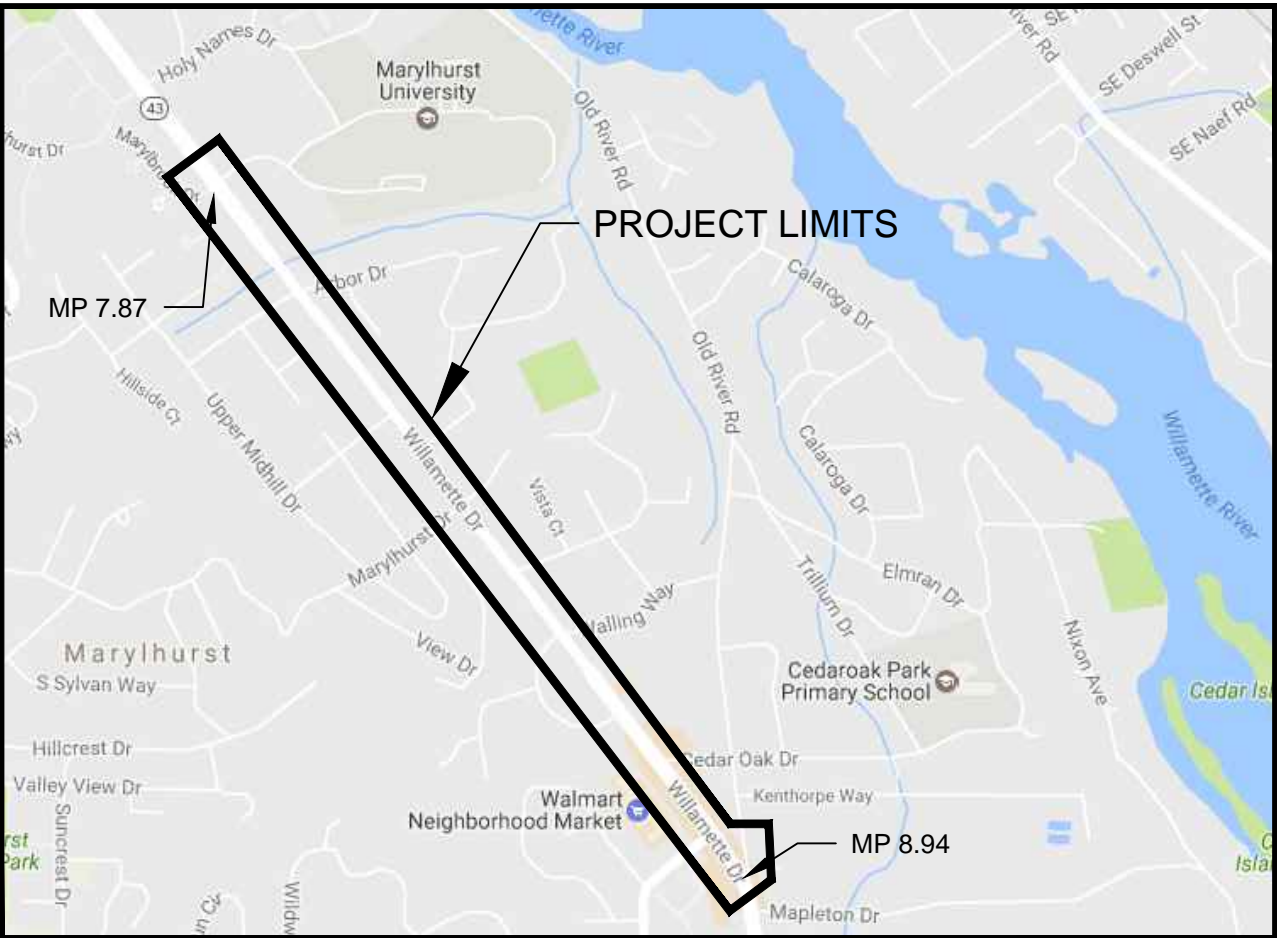


# CLACKAMAS COUNTY MARYLHURST FIBER

HWY 43 - MARYLBROOK DR TO OLD RIVER RD  
MARYLHURST, OR

## CONTACTS

DUKE DEXTER  
CBX PROGRAM MANAGER  
121 LIBRARY CT  
OREGON CITY, OR 97405  
Ph: 503-722-6663  
DDexter@co.clackamas.or.us



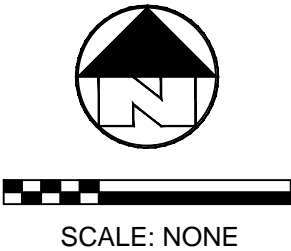
VICINITY MAP

## SHEET INDEX

No.	DESCRIPTION
1	COVER
2	STANDARD LEGEND
3	GENERAL NOTES AND TYPICAL TRENCH DETAILS
4-18	PLAN



22975 NW CHESTNUT ST  
HILLSBORO, OR  
PH: 503.730.1919  
FAX: 503.640.0499  
topcomllc.com

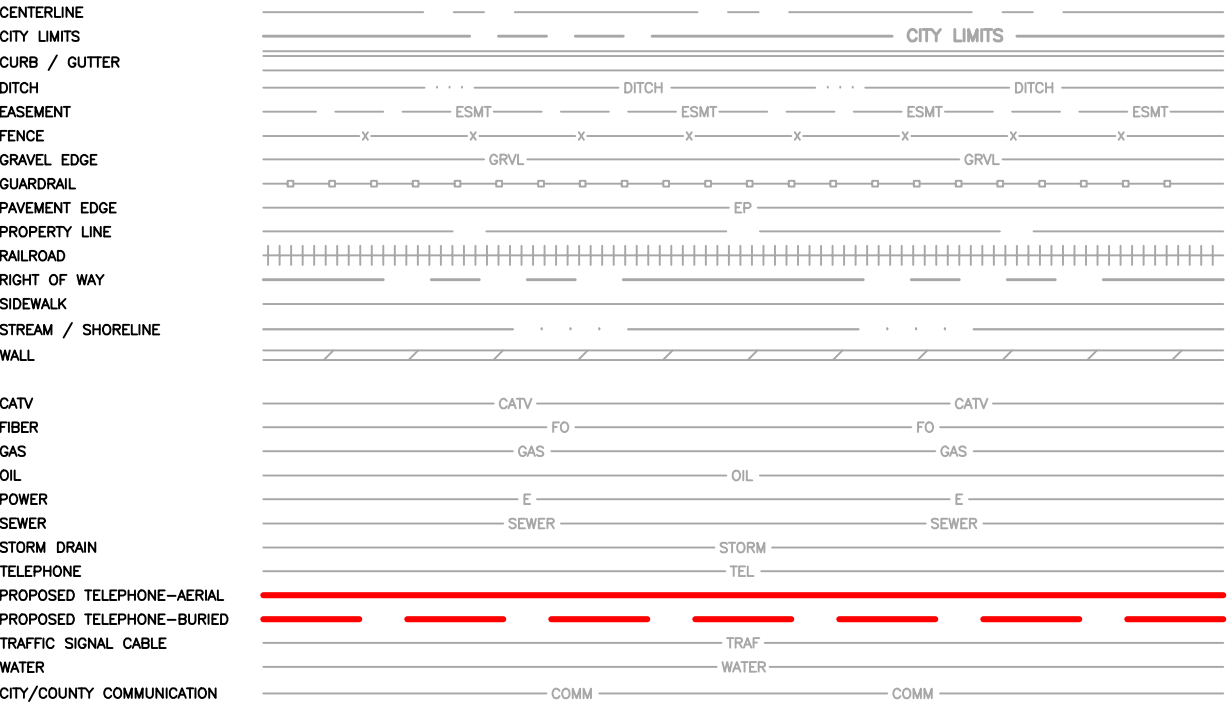


TWN:	2S
SEC:	14,23,24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

DIAL **811**  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211  
SHT 1  
OF 18

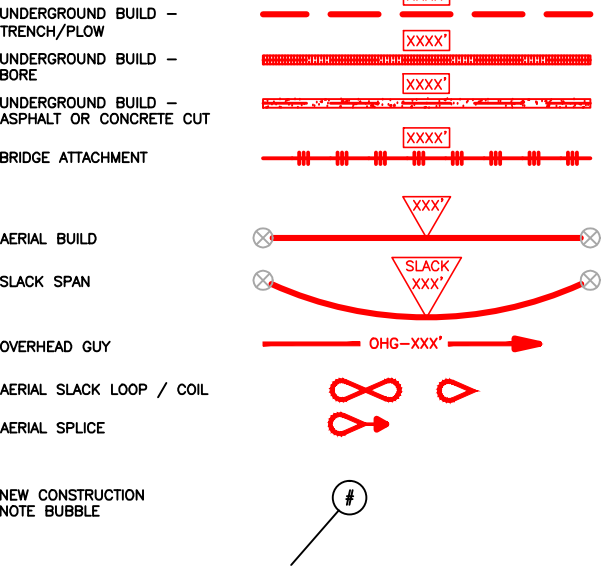
TYPICAL LINE TYPES



STANDARD ABBREVIATIONS

CABLE ARM ATTACHMENT LOCATION:			
TF	TOP FIELD SIDE	ANC	ANCHOR
TS	TOP STREET SIDE	ARM	CABLE ARM
TIP	TOP INSIDE POSITION	X-ARM	CROSS ARM
TIS	TOP INSIDE STREET SIDE	DG	DOWN GUY
TMP	TOP MIDDLE POSITION	DGA	DOUBLE GUARD ARM
TOP	TOP OUTSIDE POSITION	FGA	FIBER GLASS ARM
TOS	TOP OUTSIDE STREET SIDE	FS	FIELD SIDE
BF	BOTTOM FIELD SIDE	GA	GUARD ARM
BS	BOTTOM STREET SIDE	HOA	HEIGHT OF ATTACHMENT
BIP	BOTTOM INSIDE POSITION	POA	POINT OF ATTACHMENT
BIS	BOTTOM INSIDE STREET SIDE	OHG	OVERHEAD GUY
BMP	BOTTOM MIDDLE POSITION	RS	ROAD SIDE
BOP	BOTTOM OUTSIDE POSITION	SLAN	LIGHT OR POWER COMPANY INVENTORY NUMBER
BOS	BOTTOM OUTSIDE STREET SIDE	SWA	SIDEWALK ANCHOR AND GUY
		PUPI	PUPI ARM
PL	PLACE	TERM	TERMINAL
EX	EXISTING	TRANS	TRANSFORMER
(#)	NUMBER OF ITEMS	TAPE & SHAPE	REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN BE ATTACHED WITHOUT VIOLATING THE 40" RULE

STANDARD BUILD



SYMBOL LEGEND



22975 NW CHESTNUT ST  
HILLSBORO, OR  
PH: 503.730.1919  
FAX: 503.640.0499  
topcomllc.com

SCALE: NONE

TWN:	2S
SEC:	14,23,24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

MARYLHURST FIBER  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL 811  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211:  
SHT 2  
OF 18

GENERAL NOTES:

1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. THE RIGHT-OF-WAY SHOWN HAS NOT BEEN SURVEYED OR TIED. RIGHT-OF-WAY LOCATION IS ASSUMED WITH REFERENCE TO ONLINE DATA SOURCE MATERIAL. CONTRACTOR TO VERIFY ALL RIGHTS-OF-WAY AND/OR EASEMENTS PRIOR TO CONSTRUCTION.
4. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
5. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
  - a. PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
  - b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH.
  - c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
  - d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
6. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
7. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH JURISDICTIONAL AGENCY STANDARDS AND SPECIFICATIONS.
8. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
9. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
10. BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
11. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
12. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
13. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
14. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

**NOTE:**  
CONTRACTOR OR HIS AGENTS SHALL NOT ENTER OR ENCROACH UPON PRIVATE PROPERTY WITHOUT NOTIFYING THE PROPERTY OWNER A MINIMUM OF 72-HOURS IN ADVANCE OF ENTRY. NOTICE SHALL BE IN PERSON OR BY DOOR HANGER IF OWNER IS NOT PRESENT AT TIME OF PHYSICAL VISIT. DOOR HANGER SHALL NOTIFY PROPERTY OWNER OF THE CONTRACTOR'S NAME, PHONE NUMBER, AND NATURE OF ENCROACHMENT AND WORK TO BE PERFORMED

REPLACE WITH 12" MIN.  
NATIVE TOPSOIL.  
RESTORE TO EXISTING  
CONDITIONS OR BETTER.

MAINTAIN 95%  
COMPACTION OR  
GREATER & BACKFILL  
PER JURISDICTIONAL  
STANDARDS AND  
SPECIFICATIONS

PROPOSED  
2" PVC

4" MIN. BEDDING

TYPICAL TRENCH DETAIL  
UNIMPROVED AREAS

NTS

6" MIN. DEPTH OF 1"  
DIA. CRUSHED ROCK

MAINTAIN 95%  
COMPACTION OR  
GREATER & BACKFILL  
PER JURISDICTIONAL  
STANDARDS AND  
SPECIFICATIONS

PROPOSED  
2" PVC

4" MIN. BEDDING

TYPICAL TRENCH DETAIL  
GRAVEL STREETS

NTS

REPLACE ASPHALT CONCRETE  
PER JURISDICTIONAL  
STANDARDS AND  
SPECIFICATIONS. 3" MIN.

MAINTAIN 95%  
COMPACTION OR  
GREATER & BACKFILL  
PER JURISDICTIONAL  
STANDARDS AND  
SPECIFICATIONS

PROPOSED  
2" PVC

SAWCUT EACH SIDE OF TRENCH  
WIDTH OF TRENCH - SAWCUT WIDTH  
12" OR LESS 6" MIN.  
GREATER THAN 12" 12" MIN.

48" MIN.

4" MIN. BEDDING

TYPICAL TRENCH DETAIL  
ASPHALT SURFACE

NTS



22975 NW CHESTNUT ST  
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PH: 503.730.1919  
FAX: 503.640.0499

topcomllc.com



SCALE: NONE

TWN: 2S  
SEC: 14,23,24  
RNG: 1E  
DSNR: SL  
FLDR: CL  
DRWN: TAP  
DATE: 3-29-17

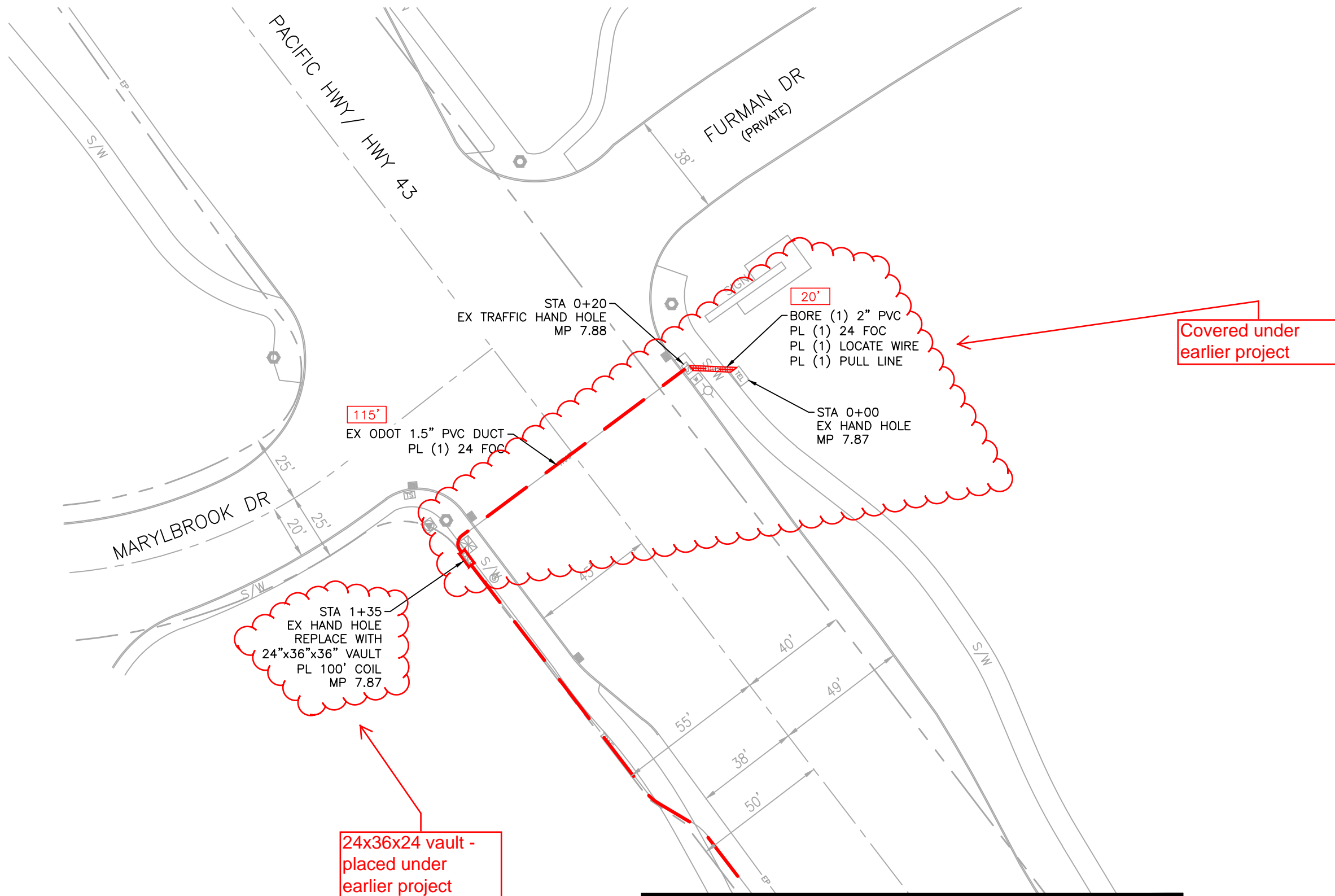
MARYLHURST FIBER

MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL  
**811**  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211

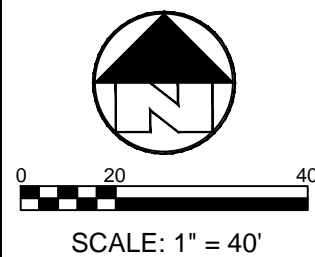
SHT 3  
OF 18



MATCH STA 2+99 - SHT 5



22975 NW CHESTNUT ST  
HILLSBORO, OR  
PH: 503.730.1919  
FAX: 503.640.0499  
topcomllc.com



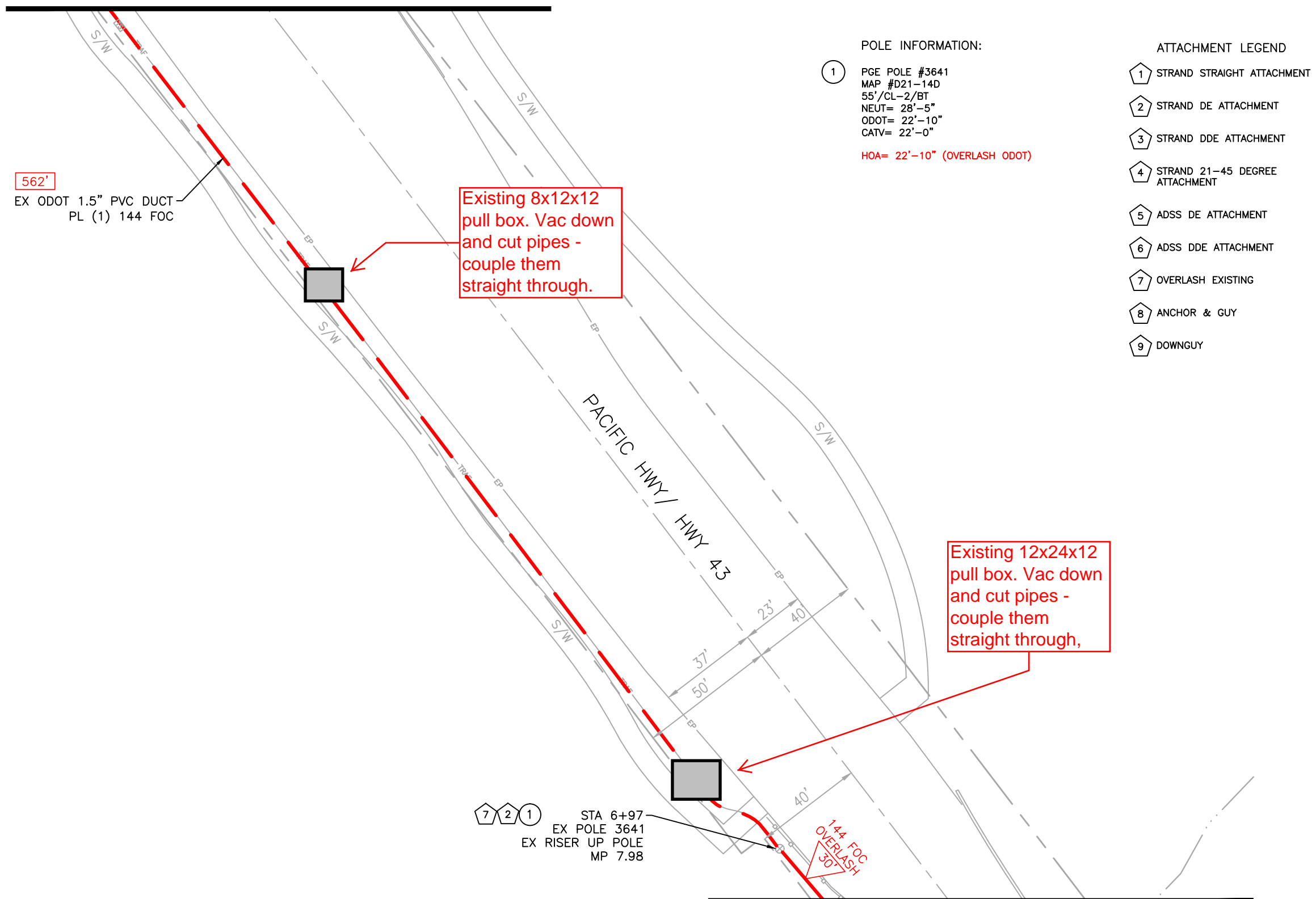
TWN:	2S
SEC:	14, 23, 24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

**MARYLHURST FIBER**  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL **811**  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211  
SHT **4**  
OF **18**

MATCH STA 2+99 - SHT 4



POLE INFORMATION:

- ① PGE POLE #3641  
MAP #D21-14D  
55'/CL-2/BT  
NEUT= 28'-5"  
ODOT= 22'-10"  
CATV= 22'-0"  
  
HOA= 22'-10" (OVERLASH ODOT)

ATTACHMENT LEGEND

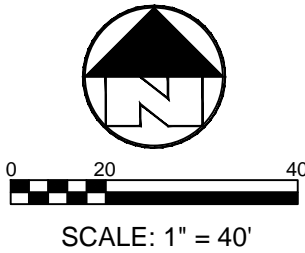
- ① STRAND STRAIGHT ATTACHMENT
- ② STRAND DE ATTACHMENT
- ③ STRAND DDE ATTACHMENT
- ④ STRAND 21-45 DEGREE ATTACHMENT
- ⑤ ADSS DE ATTACHMENT
- ⑥ ADSS DDE ATTACHMENT
- ⑦ OVERLASH EXISTING
- ⑧ ANCHOR & GUY
- ⑨ DOWNGUY

⑦②① STA 6+97  
EX POLE 3641  
EX RISER UP POLE  
MP 7.98

MATCH STA 7+22 - SHT 6



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**MARYLHURST FIBER**  
  
MARYLBROOK TO OLD RIVER RD  
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CALL LOCATE  
BEFORE YOU  
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OR-CLCK-211  
  
SHT **5**  
OF **18**

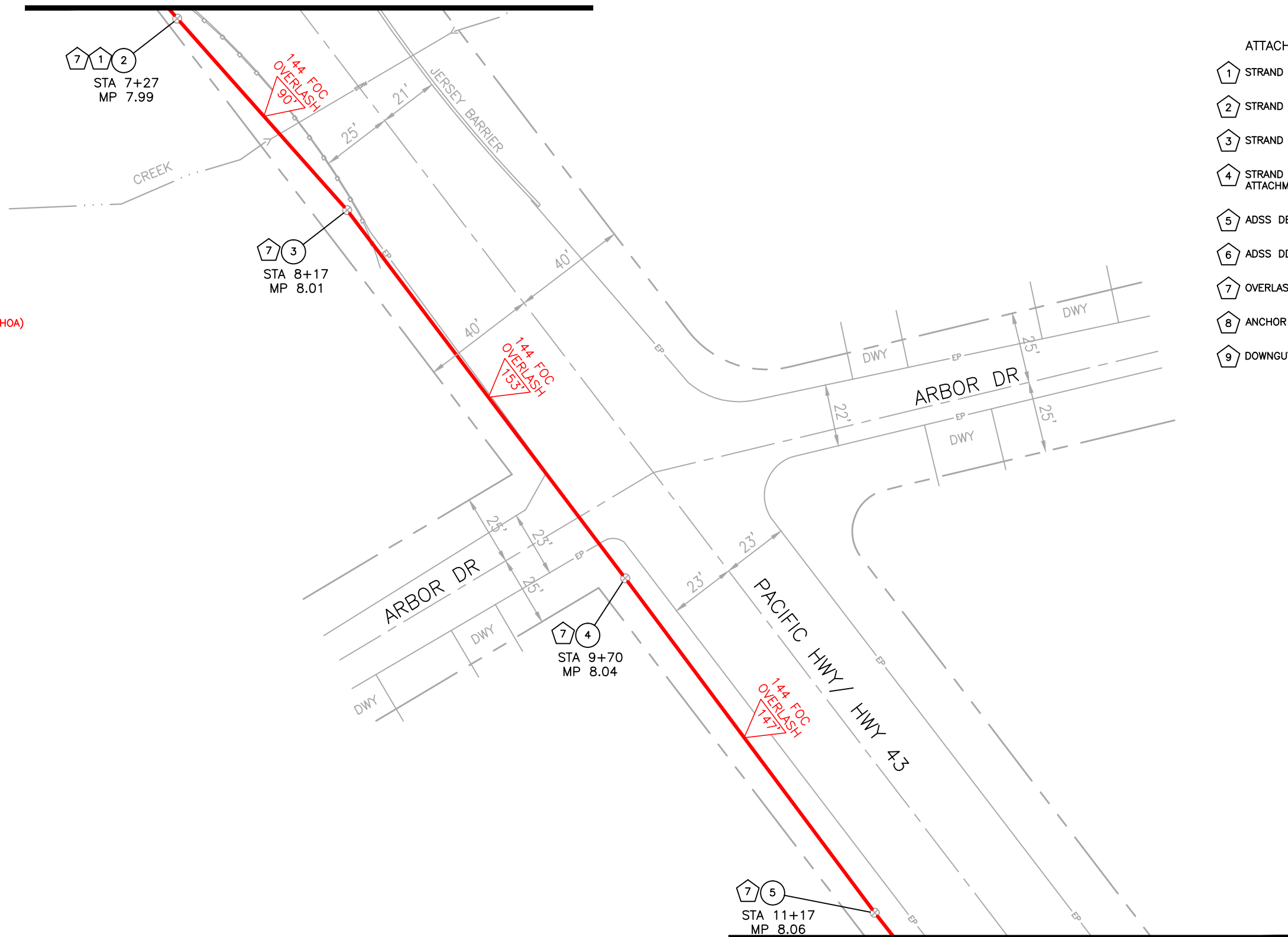
# MATCH STA 7+22 - SHT 5

## ATTACHMENT LEGEND

- 1 STRAND STRAIGHT ATTACHMENT
- 2 STRAND DE ATTACHMENT
- 3 STRAND DDE ATTACHMENT
- 4 STRAND 21-45 DEGREE ATTACHMENT
- 5 ADSS DE ATTACHMENT
- 6 ADSS DDE ATTACHMENT
- 7 OVERLASH EXISTING
- 8 ANCHOR & GUY
- 9 DOWNGUY

### POLE INFORMATION:

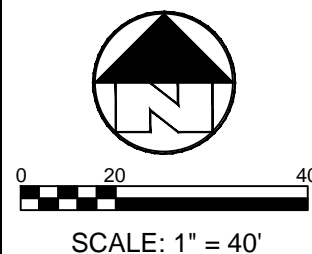
- 2 PGE POLE #59  
MAP #D21-14C  
50'/CL-3/2015  
NEUT= 30'+  
ODOT= NOT ATTACHED (NEW ATTACH AT HOA)  
CATV= NOT ATTACHED  
HOA= 20'-0" (OVERLASH ODOT)
- 3 PGE POLE #3360  
MAP #D21-14  
NT/NT/NT  
NEUT= 25'-10"  
ODOT= 20'-7"  
CATV= 19'-6"  
CTL STRAND= 17'-7"  
HOA= 20'-7" (OVERLASH ODOT)
- 4 PGE POLE #3361  
MAP #D21-14  
NT/NT/NT  
STLT DL (INSUL)= 25'-3"  
ODOT= 23'-2"  
CATV= 22'-9" 18" FGA  
CTL= 21'-2"  
HOA= 23'-2" (OVERLASH ODOT)
- 5 PGE POLE #3362  
MAP #D21-14  
40'/CL-3/1979  
NEUT= 27'-5"  
ODOT= 23'-6"  
CATV= 21'-11"  
CTL= 21'-0"  
HOA= 23'-6" (OVERLASH ODOT)



# MATCH STA 11+28 - SHT 7



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DRWN: TAP  
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SHT **6**  
OF **18**

MATCH STA 11+28 - SHT 6

POLE INFORMATION:

- ⑥ PGE POLE #3363  
MAP #D21-14D  
45'/CL-3/2001  
STLT DL (INSUL)= 27'-4"  
ODOT= 22'-8"  
CATV= 21'-2"  
CTL= NOT ATTACHED  
  
HOA= 22'-8" (OVERLASH ODOT)  
TRIMMING REQ'D
- ⑦ PGE POLE #3364  
MAP #D21-14D  
45'/CL-3/2014  
NEUT= 29'-8"  
ODOT= 23'-2"  
CATV= 22'-2"  
CTL= NOT ATTACHED  
  
HOA= 23'-2" (OVERLASH ODOT)

- ATTACHMENT LEGEND
- ① STRAND STRAIGHT ATTACHMENT
  - ② STRAND DE ATTACHMENT
  - ③ STRAND DDE ATTACHMENT
  - ④ STRAND 21-45 DEGREE ATTACHMENT
  - ⑤ ADSS DE ATTACHMENT
  - ⑥ ADSS DDE ATTACHMENT
  - ⑦ OVERLASH EXISTING
  - ⑧ ANCHOR & GUY
  - ⑨ DOWNGUY

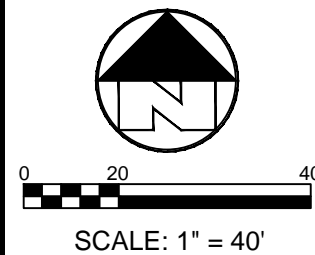
⑦ ⑥  
STA 13+12  
MP 8.10

⑦ ⑦  
STA 15+07  
MP 8.14

MATCH STA 15+38 - SHT 8



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SHT **7**  
OF **18**

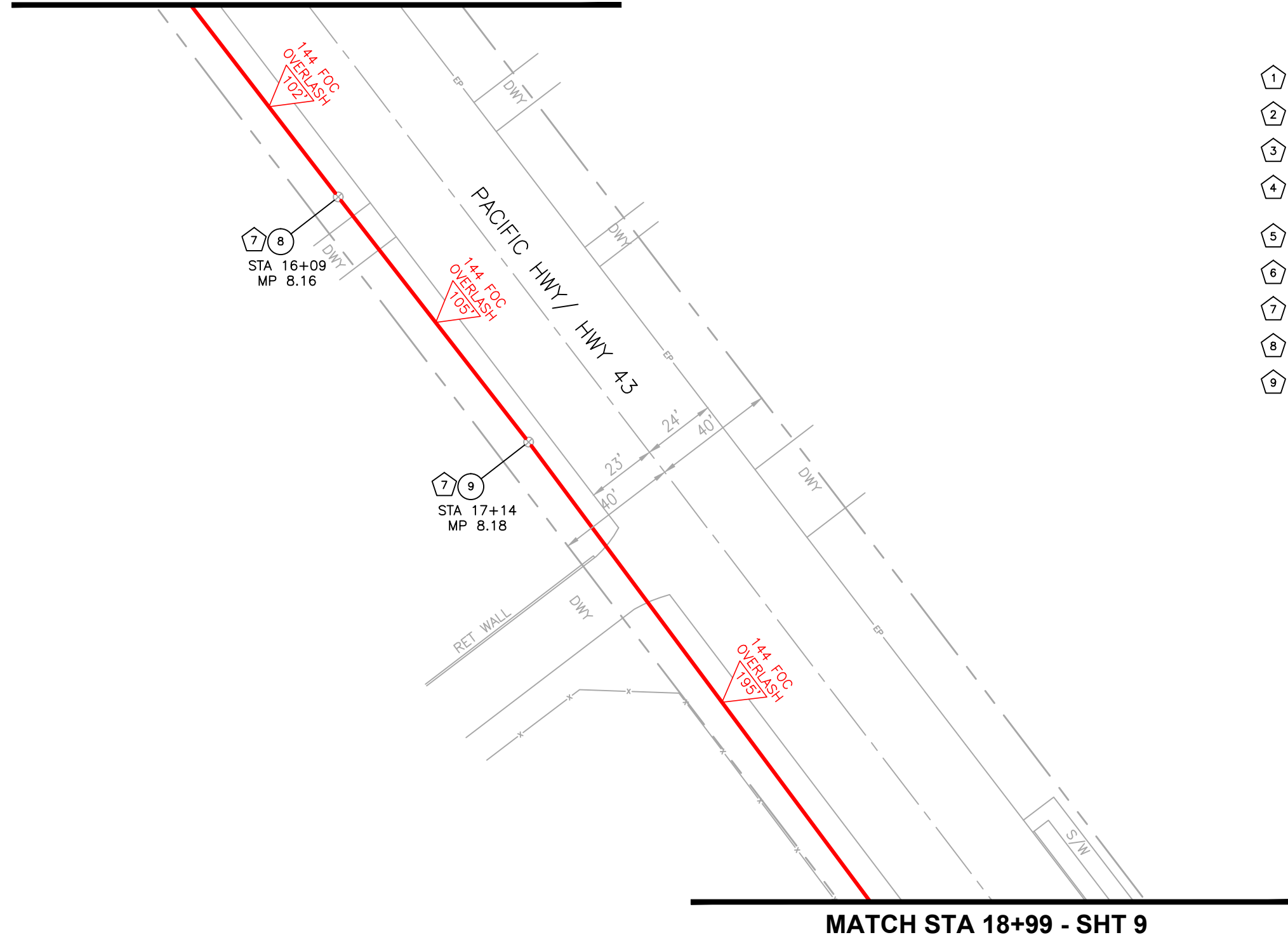
MATCH STA 15+38 - SHT 7

POLE INFORMATION:

- 8 PGE POLE #3365  
MAP #D21-14  
NT/NT/NT  
SEC DL= 27'-2"  
STLT= 24'-4"  
ODOT= 23'-4"  
CATV= 22'-3" 12" FGA  
CTL= 21'-2"  
CTL DROP= 20'-6"  
HOA= 23'-4" (OVERLASH ODOT)  
TRIMMING REQ'D
- 9 PGE POLE #3366  
MAP #D21-14D  
45'/CL-3/2014  
SEC DL= 29'-0"  
ODOT= 23'-0"  
CATV= 20'-10" 24" FGA  
CTL= NOT ATTACHED  
HOA= 23'-0" (OVERLASH ODOT)

ATTACHMENT LEGEND

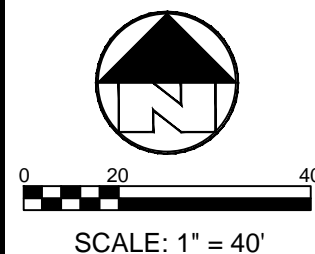
- 1 STRAND STRAIGHT ATTACHMENT  
2 STRAND DE ATTACHMENT  
3 STRAND DDE ATTACHMENT  
4 STRAND 21-45 DEGREE ATTACHMENT  
5 ADSS DE ATTACHMENT  
6 ADSS DDE ATTACHMENT  
7 OVERLASH EXISTING  
8 ANCHOR & GUY  
9 DOWNGUY



MATCH STA 18+99 - SHT 9



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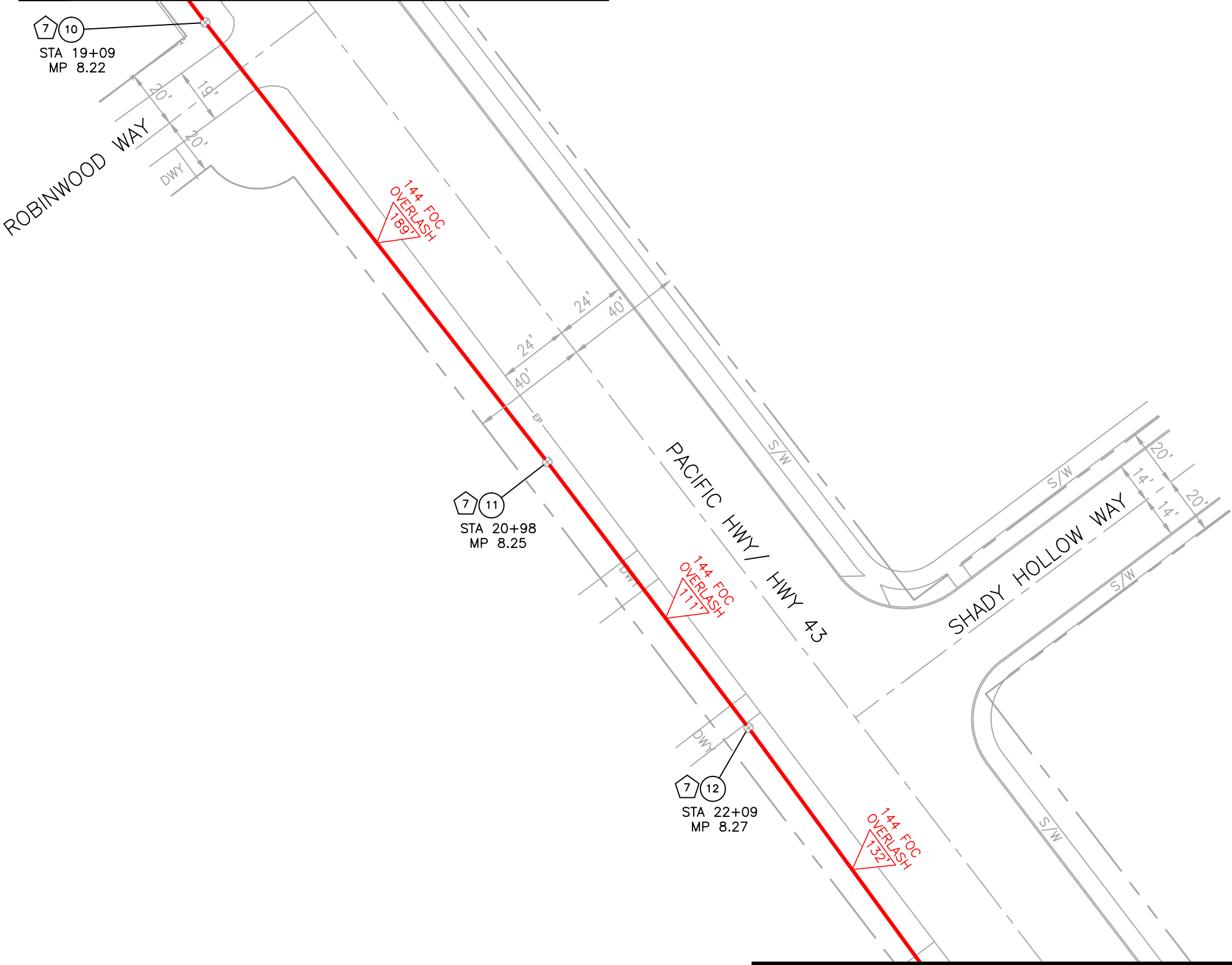
TWN: 2S  
SEC: 14, 23, 24  
RNG: 1E  
DSNR: SL  
FLDR: CL  
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SHT **8**  
OF **18**

MATCH STA 18+99 - SHT 8



- ATTACHMENT LEGEND
- 1 STRAND STRAIGHT ATTACHMENT
  - 2 STRAND DE ATTACHMENT
  - 3 STRAND DDE ATTACHMENT
  - 4 STRAND 21-45 DEGREE ATTACHMENT
  - 5 ADSS DE ATTACHMENT
  - 6 ADSS DDE ATTACHMENT
  - 7 OVERLASH EXISTING
  - 8 ANCHOR & GUY
  - 9 DOWNGUY

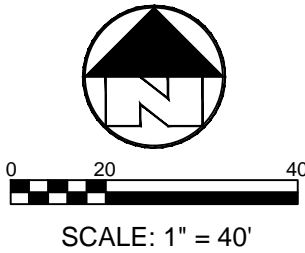
POLE INFORMATION:

- 10 PGE POLE #3367  
MAP #D21-14D  
45'/CL-3/2015  
STLT DL (INSUL)= 26'-2"  
ODOT= 22'-10"  
CATV= 20'-7" 24" FGA  
CTL= NOT ATTACHED  
  
HOA= 22'-10" (OVERLASH ODOT)  
TRIMMING REQ'D
- 11 PGE POLE #3368  
MAP #D21-14D  
45'/CL-4/1994  
PGE RISER= 26'-6"  
ODOT= 23'-0"  
CATV= 22'-8" 18" FGA  
CTL= 20'-4" BOP WOOD ARM  
  
HOA= 23'-0" (OVERLASH ODOT)
- 12 PGE POLE #3369  
MAP #D21-14D  
45'/CL-3/1989  
SEC DL= 25'-8"  
STLT DL (INSUL)= 21'-9"  
ODOT= 20'-10"  
CATV= 20'-8" 18" FGA  
CTL= 18'-8" WOOD ARM  
  
HOA= 20'-10" (OVERLASH ODOT)

MATCH STA 23+08 - SHT 10



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RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

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BEFORE YOU  
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OR-CLCK-211  
  
SHT 9  
OF 18

MATCH STA 23+08 - SHT 9

ATTACHMENT LEGEND

- 1 STRAND STRAIGHT ATTACHMENT
- 2 STRAND DE ATTACHMENT
- 3 STRAND DDE ATTACHMENT
- 4 STRAND 21-45 DEGREE ATTACHMENT
- 5 ADSS DE ATTACHMENT
- 6 ADSS DDE ATTACHMENT
- 7 OVERLASH EXISTING
- 8 ANCHOR & GUY
- 9 DOWNGUY

POLE INFORMATION:

- 13

PGE POLE #3370  
MAP #D21-14D  
45'/CL-3/2004  
PGE RISER DL= 27'-0"  
ODOT= 22'-10"  
CATV= 21'-9"  
CTL= 17'-4" WOOD ARM

HOA= 22'-10" (OVERLASH ODOT)

TRIMMING REQ'D
- 14

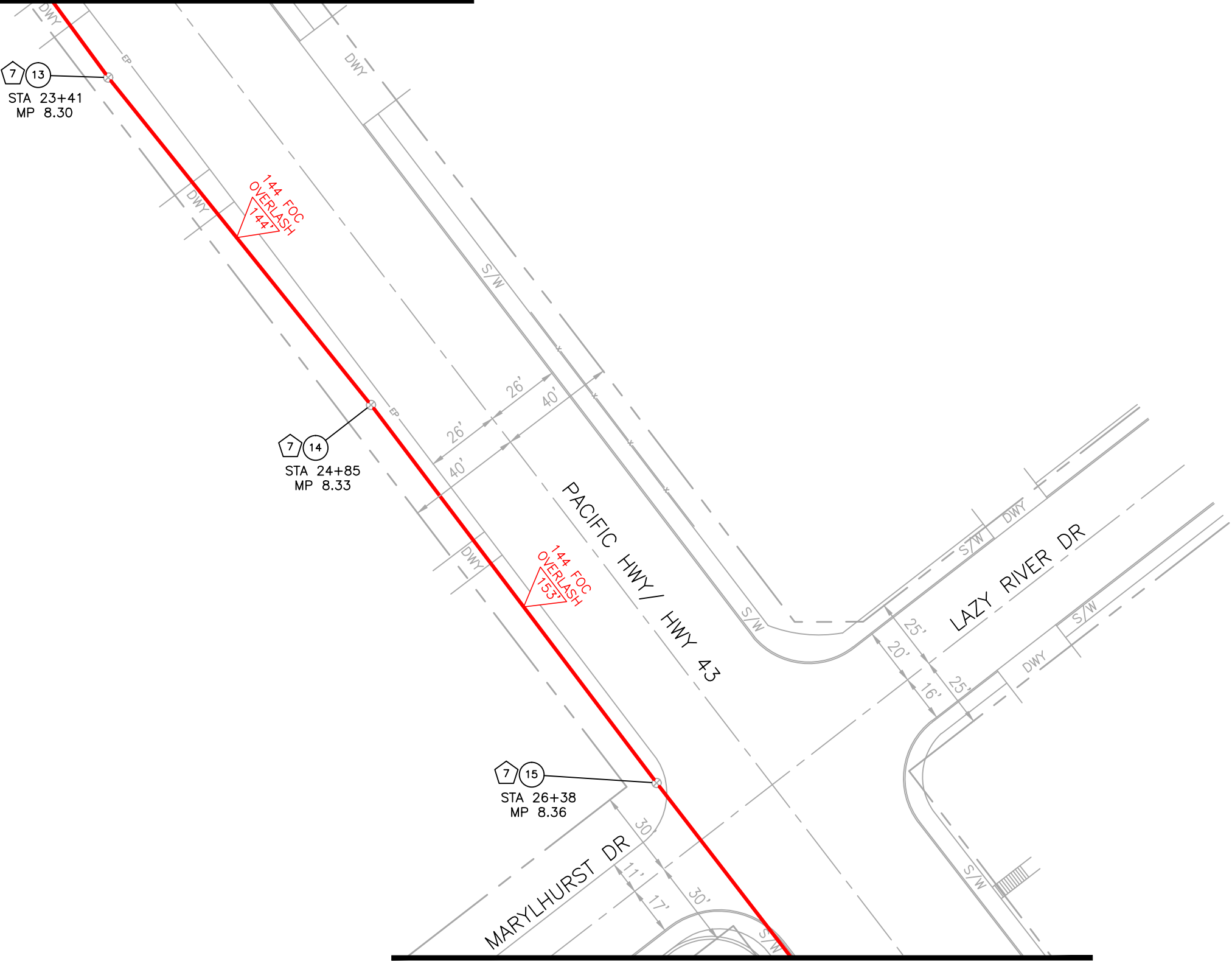
PGE POLE #3371  
MAP #D11-14  
NT/NT/NT  
NEUT= 30'+  
ODOT= 25'-3"  
CATV= 23'-11"  
CTL= 20'-7"  
CTL= 19'-2"

HOA= 25'-3" (OVERLASH ODOT)

TRIMMING REQ'D
- 15

PGE POLE #3372  
MAP #D21-14D  
60'/CL-1/1976  
STLT DL (INSUL)= 30'+  
ODOT= 25'-0"  
CATV= 22'-11" 18" FGA  
CTL= 21'-8"  
CTL= 21'-0"

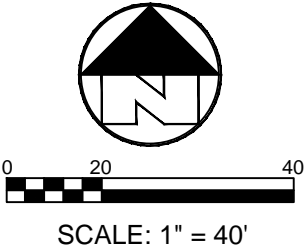
HOA= 25'-0" (OVERLASH ODOT)



MATCH STA 27+14 - SHT 11



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DIAL 811  
CALL LOCATE  
BEFORE YOU  
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OR-CLCK-211

SHT 10  
OF 18

MATCH STA 27+14 - SHT 10

POLE INFORMATION:

- 16

PGE POLE #3373  
MAP #D21-14D  
45'/CL-4/1985  
SEC DL= 27'-10"  
ODOT= 22'-11"  
CATV= 21'-11"  
CTL= 20'-62"  
  
HOA= 22'-11" (OVERLASH ODOT)
- 17

PGE POLE #3374  
MAP #D21-14D  
45'/CL-4/1989  
SEC DL= 26'-3"  
ODOT= 22'-5"  
CATV= 21'-3"  
  
HOA= 22'-5" (OVERLASH ODOT)

- ATTACHMENT LEGEND
- 1

STRAND STRAIGHT ATTACHMENT
- 2

STRAND DE ATTACHMENT
- 3

STRAND DDE ATTACHMENT
- 4

STRAND 21-45 DEGREE ATTACHMENT
- 5

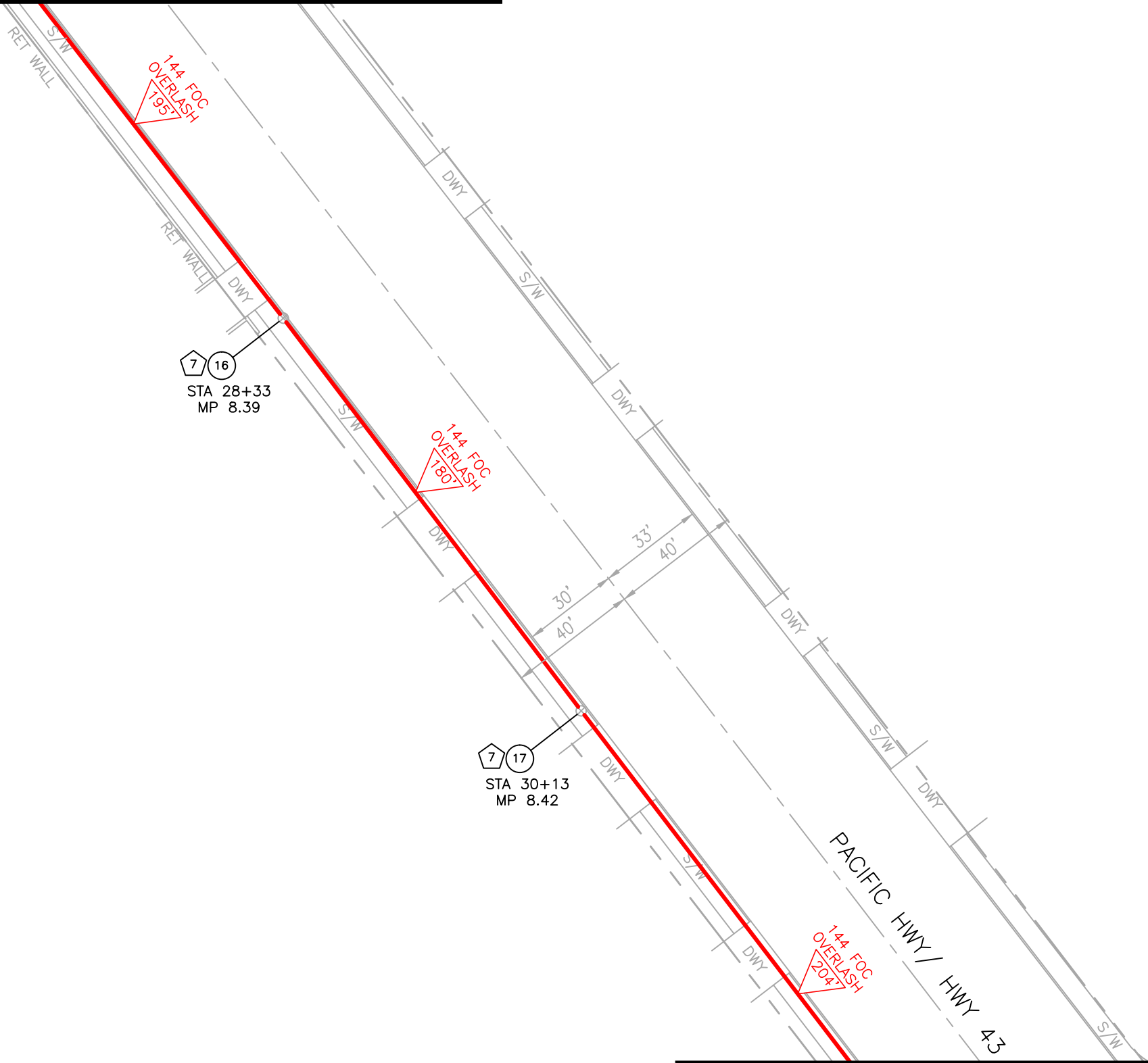
ADSS DE ATTACHMENT
- 6

ADSS DDE ATTACHMENT
- 7

OVERLASH EXISTING
- 8

ANCHOR & GUY
- 9

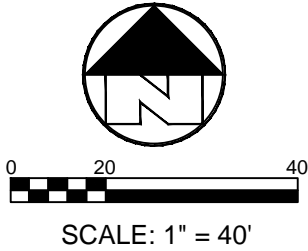
DOWNGUY



MATCH STA 31+52 - SHT 12



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SHT **11**  
OF **18**

MATCH STA 31+52 - SHT 11

POLE INFORMATION:

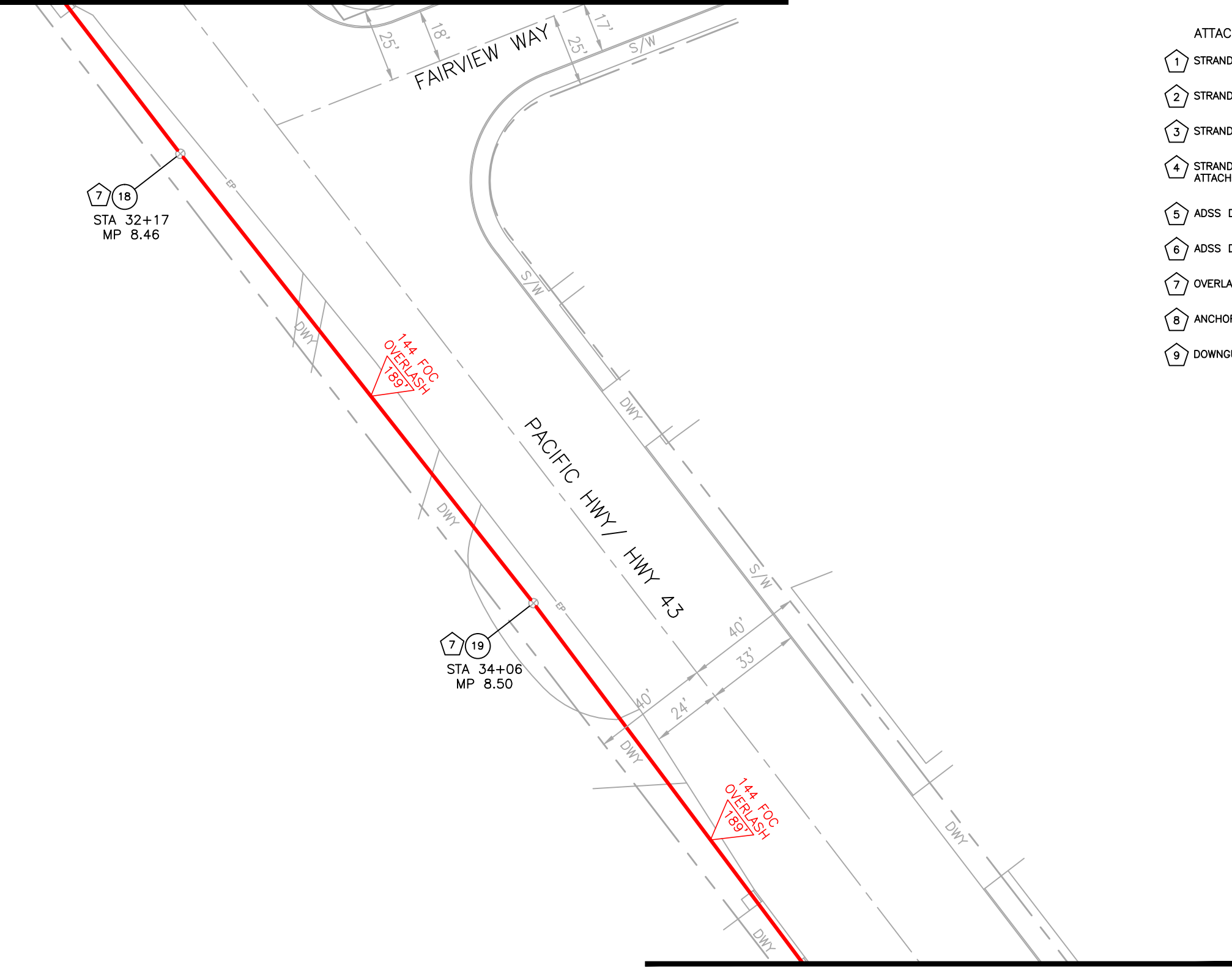
- 18

PGE POLE #3375  
MAP #D21-14D  
45°/CL-4/1984  
STLT (INSUL)= 25'-9"  
ODOT= 24'-0"  
CATV RISER= 22'-8"  
CATV= 21'-9" CAT

HOA= 24'-0" (OVERLASH ODOT)
- 19

PGE POLE #3376  
MAP #D21-14  
NT/NT/NT  
SEC= 27'-4"  
ODOT= 22'-7"  
CATV= 21'-7"

HOA= 22'-7" (OVERLASH ODOT)

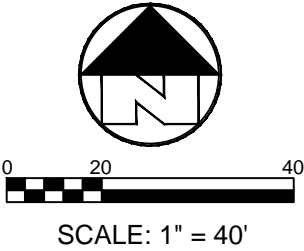


- ATTACHMENT LEGEND
- 1 STRAND STRAIGHT ATTACHMENT
  - 2 STRAND DE ATTACHMENT
  - 3 STRAND DDE ATTACHMENT
  - 4 STRAND 21-45 DEGREE ATTACHMENT
  - 5 ADSS DE ATTACHMENT
  - 6 ADSS DDE ATTACHMENT
  - 7 OVERLASH EXISTING
  - 8 ANCHOR & GUY
  - 9 DOWNGUY

MATCH STA 35+54 - SHT 13



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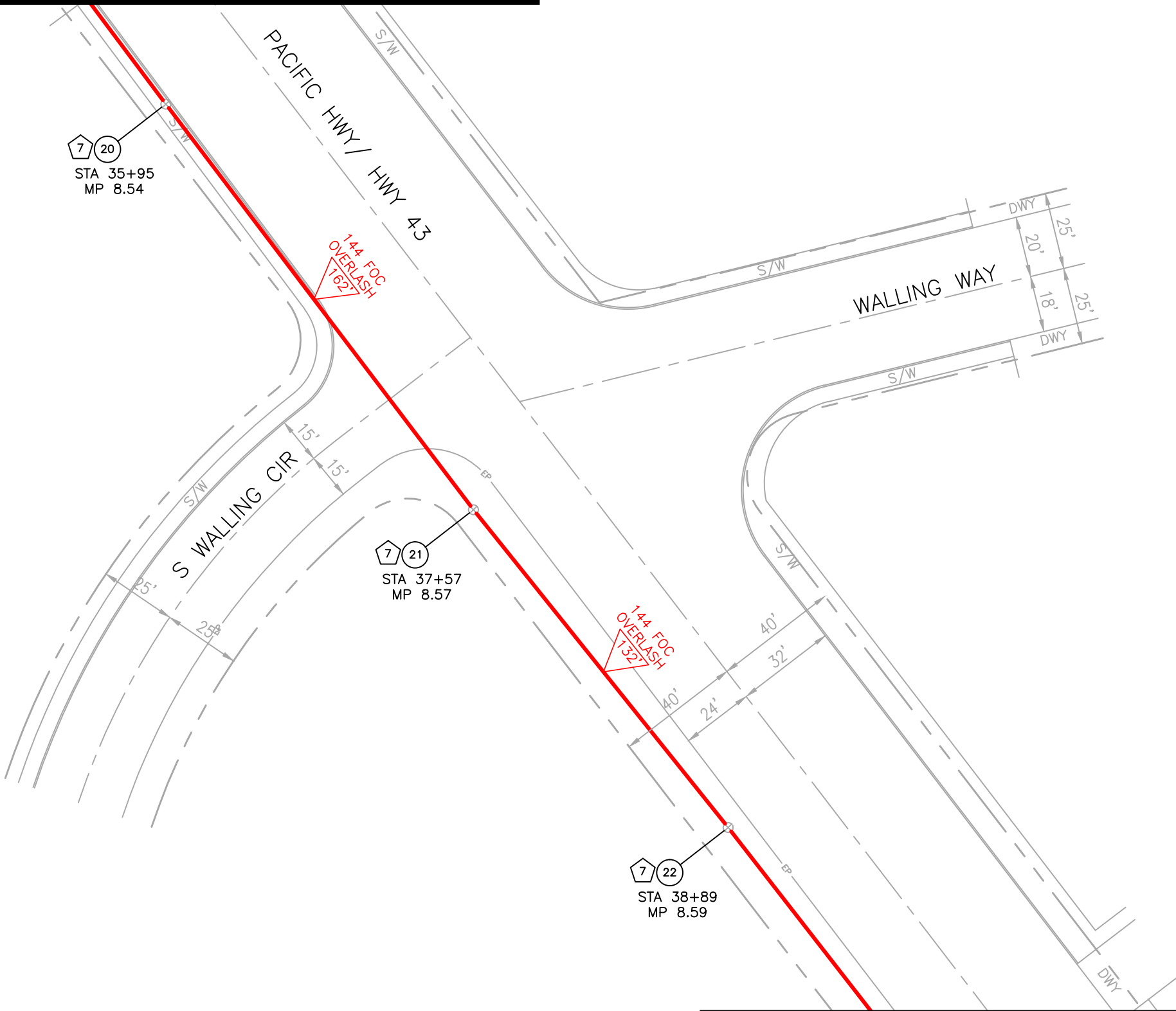
OR-CLCK-211

SHT 12  
OF 18

MATCH STA 35+54 - SHT 12

POLE INFORMATION:

- (20) PGE POLE #3377  
MAP #D21-14D  
45'/CL-4/1983  
PGE RISER= 25'-6"  
ODOT= 22'-3"  
CATV= 20'-9"  
HOA= 22'-3" (OVERLASH ODOT)
- (21) PGE POLE #3378  
MAP #D21-23A  
45'/CL-6/1988  
PGE RISER= 24'-3" D/C  
STLT DL (INSUL)= 22'-4"  
ODOT= 19'-9" 12" FGA  
CATV= 18'-9" 18" FGA  
HOA= 19'-9" (OVERLASH ODOT)
- (22) PGE POLE #3379  
MAP #D21-23A  
NT/NT/NT  
SEC DL= 25'-11"  
ODOT= 21'-6"  
CATV= 20'-5"  
HOA= 21'-6" (OVERLASH ODOT)

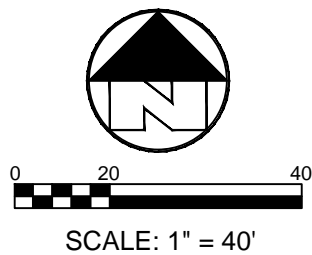


- ATTACHMENT LEGEND
- 1 STRAND STRAIGHT ATTACHMENT
  - 2 STRAND DE ATTACHMENT
  - 3 STRAND DDE ATTACHMENT
  - 4 STRAND 21-45 DEGREE ATTACHMENT
  - 5 ADSS DE ATTACHMENT
  - 6 ADSS DDE ATTACHMENT
  - 7 OVERLASH EXISTING
  - 8 ANCHOR & GUY
  - 9 DOWNGUY

MATCH STA 39+65 - SHT 14



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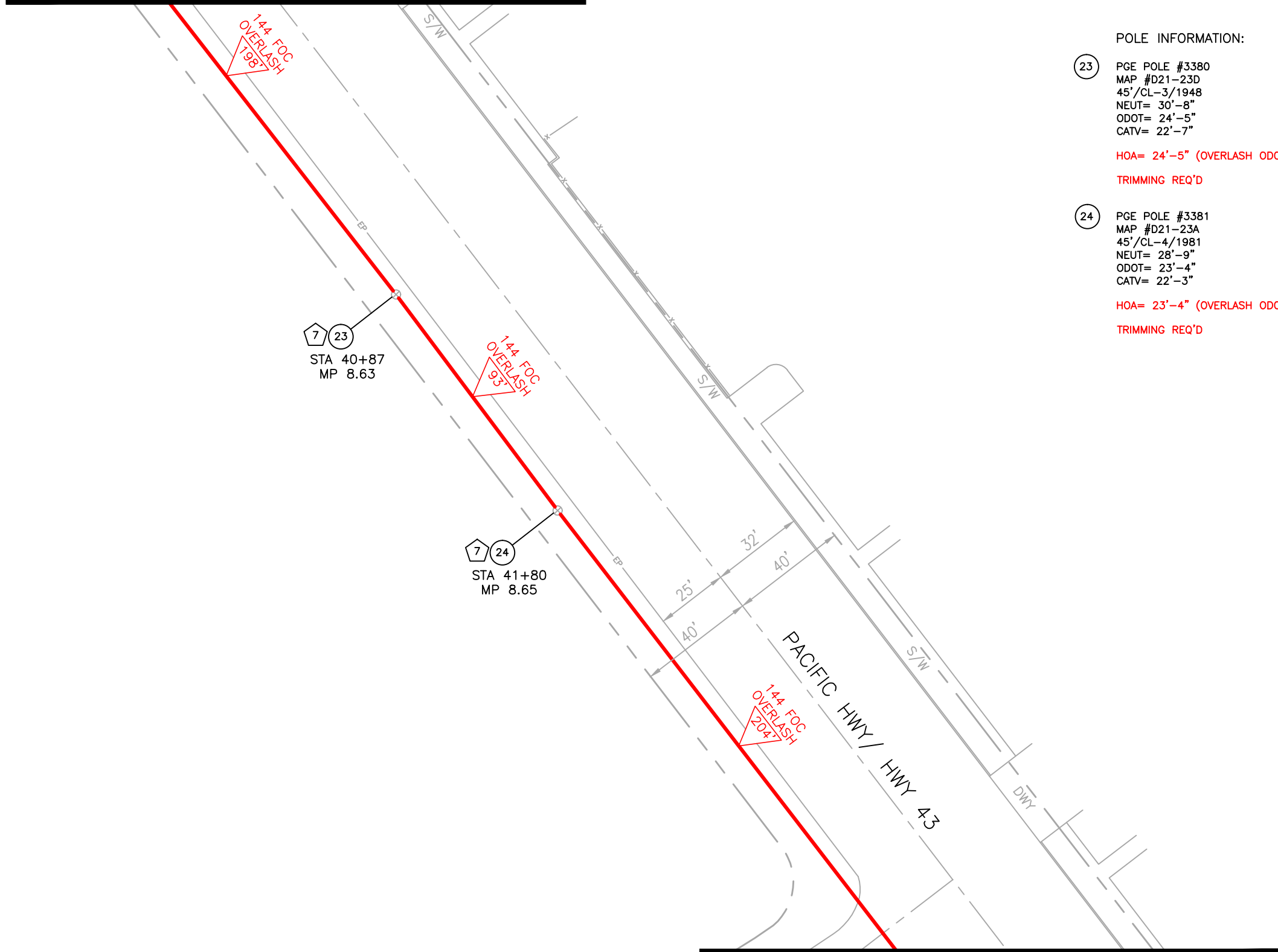
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SEC:	14, 23, 24
RNG:	1E
DSNR:	SL
FLDR:	CL
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DIAL **811**  
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BEFORE YOU  
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OR-CLCK-211  
SHT **13**  
OF **18**

MATCH STA 39+65 - SHT 13



POLE INFORMATION:

- 23

PGE POLE #3380  
MAP #D21-23D  
45'/CL-3/1948  
NEUT= 30'-8"  
ODOT= 24'-5"  
CATV= 22'-7"

HOA= 24'-5" (OVERLASH ODOT)

TRIMMING REQ'D
- 24

PGE POLE #3381  
MAP #D21-23A  
45'/CL-4/1981  
NEUT= 28'-9"  
ODOT= 23'-4"  
CATV= 22'-3"

HOA= 23'-4" (OVERLASH ODOT)

TRIMMING REQ'D

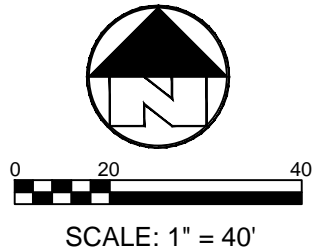
ATTACHMENT LEGEND

- 1 STRAND STRAIGHT ATTACHMENT
- 2 STRAND DE ATTACHMENT
- 3 STRAND DDE ATTACHMENT
- 4 STRAND 21-45 DEGREE ATTACHMENT
- 5 ADSS DE ATTACHMENT
- 6 ADSS DDE ATTACHMENT
- 7 OVERLASH EXISTING
- 8 ANCHOR & GUY
- 9 DOWNGUY

MATCH STA 43+66 - SHT 15



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OR-CLCK-211  
  
SHT **14**  
OF **18**

MATCH STA 43+66 - SHT 14

Legend

- Underground Conduit
- Existing ODOT Conduit

- ATTACHMENT LEGEND
- 1 STRAND STRAIGHT ATTACHMENT
  - 2 STRAND DE ATTACHMENT
  - 3 STRAND DDE ATTACHMENT
  - 4 STRAND 21-45 DEGREE ATTACHMENT
  - 5 ADSS DE ATTACHMENT
  - 6 ADSS DDE ATTACHMENT
  - 7 OVERLASH EXISTING
  - 8 ANCHOR & GUY
  - 9 DOWNGUY

POLE INFORMATION:

- 25 PGE POLE #3382  
MAP #D21-23A  
45'/CL-1/2007  
STLT DL (INSUL)= 25'-1"  
ODOT= 22'-8"  
CATV= 22'-2"  
CATV STRAND= 21'-8"  
CTL STRAND= 21'-3"  
PGE PPG= 18'-6"  
  
HOA= 22'-8" (OVERLASH ODOT)  
TRIMMING REQ'D
- 26 PGE POLE #3383  
MAP #D21-23A  
45'/CL-4/2013  
STLT DL (INSUL)= 24'-7"  
ODOT= 22'-2"  
CATV= 21'-0" 36" FGA  
  
HOA= 22'-2" (OVERLASH ODOT)
- 27 PGE POLE #3840  
MAP #D21-23  
50'/CL-3/1982  
STLT DL (INSUL)= 28'-0"  
ODOT= 24'-10"  
CATV= 23'-8" 10' ALLY ARM  
  
HOA= 24'-10" (OVERLASH ODOT)  
PL TRIPLE EYE ANC & DG, L=15' S

Existing ODOT handhole. Vac down and cut pipes a little lower.

Do not pull south down 43 in existing duct --- Remove from project scope

Existing ODOT conduit

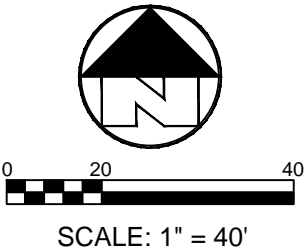
Place new 24x36x24 vault in planter area w/ 3" conduit to existing ODOT handhole in sidewalk.

New bore Aerial section not drawn on prints - late addition

MATCH STA 47+67 - SHT 16



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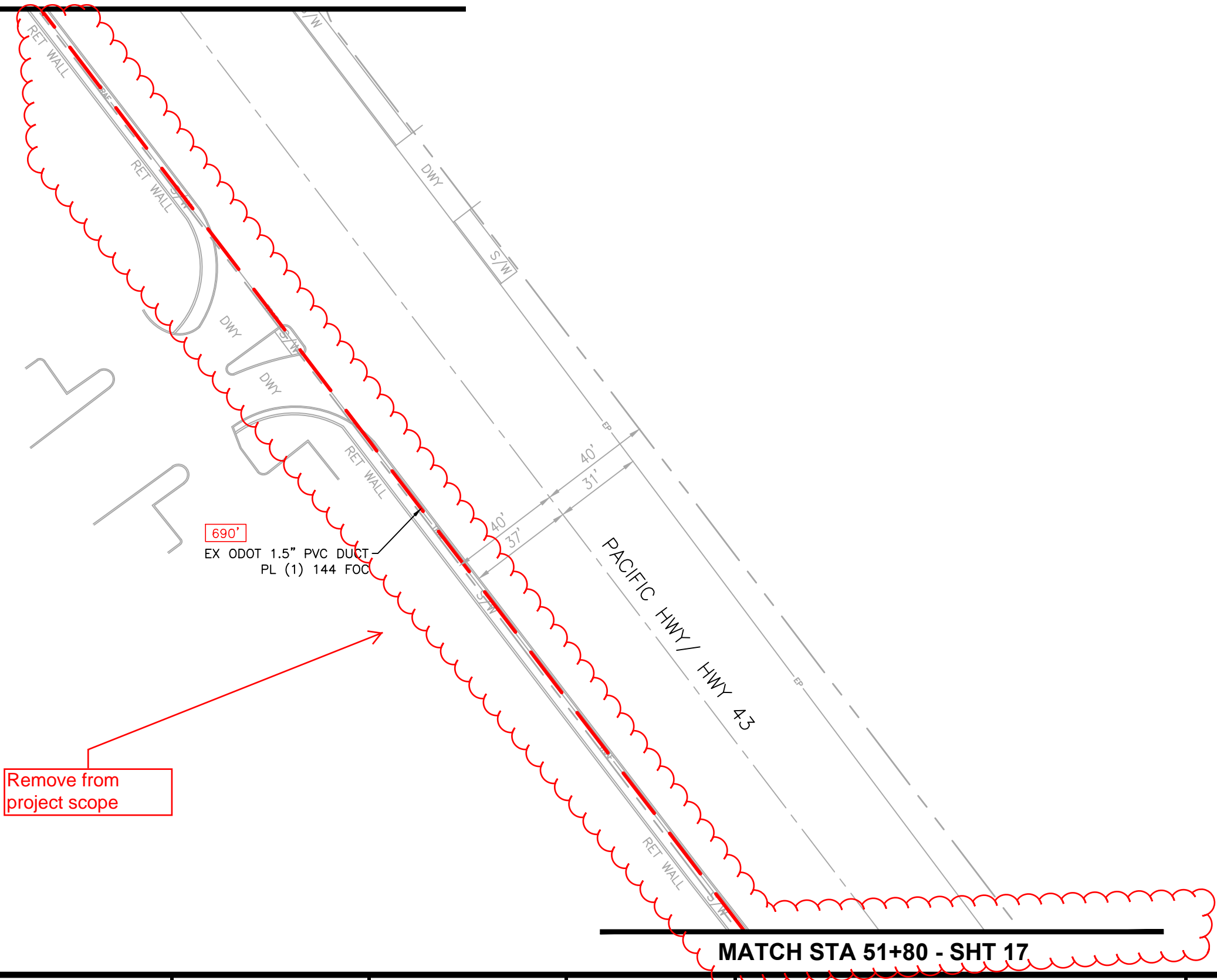
TWN:	2S
SEC:	14, 23, 24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

MARYLHURST FIBER  
  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL  
**811**  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211  
  
SHT 15  
OF 18

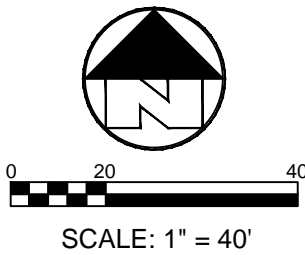
MATCH STA 47+67 - SHT 15



MATCH STA 51+80 - SHT 17



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SEC:	14, 23, 24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

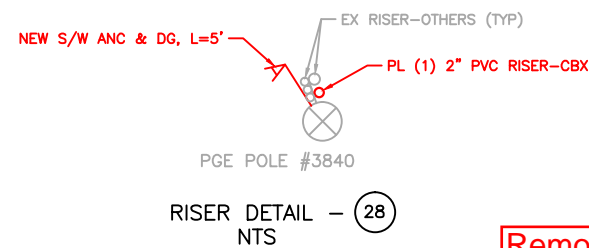
**MARYLHURST FIBER**  
  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL <b>811</b> CALL LOCATE BEFORE YOU DIG	OR-CLCK-211
	SHT 16
	OF 18

MATCH STA 51+80 - SHT 16

ATTACHMENT LEGEND

- 1 STRAND STRAIGHT ATTACHMENT
- 2 STRAND DE ATTACHMENT
- 3 STRAND DDE ATTACHMENT
- 4 STRAND 21-45 DEGREE ATTACHMENT
- 5 ADSS DE ATTACHMENT
- 6 ADSS DDE ATTACHMENT
- 7 OVERLASH EXISTING
- 8 ANCHOR & GUY
- 9 DOWNGUY



STA 54+05  
EX POLE 3840  
PL RISER UP POLE  
MP 8.88

STA 53+95  
EX TRAFFIC HAND HOLE  
MP 8.88

10'

TRENCH (1) 2" PVC  
PL (1) 144 FOC  
PL (1) LOCATE WIRE  
PL (1) PULL LINE  
R&R (2) 5'x6' S/W PANELS

STA 54+89  
MP 8.89

144ct Aerial  
overlash

POLE INFORMATION:

- (28) PGE POLE #3387  
MAP #D21-24B  
50'/CL-1/1989  
PGE DL (INSUL)= 30'-1"  
PGE STRAND= 25'-10"  
CATV= 25'-10" FS 12" METAL ARM  
HOA= 26'-10"  
PL TRIPLE EYE S/W ANC & DG, L=5' N
- (29) PGE POLE #6735  
MAP #D21-24  
50'/CL-2/1987  
STLT= 30'-0"  
CATV= 27'-2"  
CATV OHG= 27'-2"  
HOA= 28'-2"
- (31) PGE POLE #1173  
MAP #D21-24B  
40'/CL-4/1971  
NEUT= 27'-3"  
SEC= 25'-7"  
CBX= 22'-7"  
CATV= 21'-4"  
CTL= 20'-2"  
HOA= 22'-7" (OVERLASH CBX)  
SPlice NEW TO CBX AT EX SPlice CASE  
NESC VIOLATION TO BE CORRECTED BY  
OTHERS/ON OTHER PROJECT
- (32) PGE POLE #8296  
MAP #D21-24B  
30'/CL-3/1989  
PGE OHG= 22'-8"  
PGE OHG= 22'-8"  
CATV OHG= 21'-7"  
HOA= 20'-7" OHG  
PL DG TO EX ANC, L=15' E

Legend

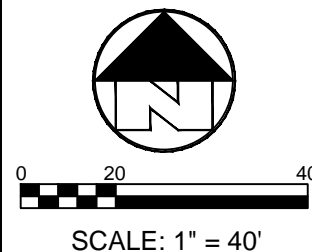
Aerial Fiber

MATCH STA 55+78 - SHT 18

MATCH STA 58+78 - SHT 18



22975 NW CHESTNUT ST  
HILLSBORO, OR  
PH: 503.730.1919  
FAX: 503.640.0499  
topcomllc.com



TWN: 2S  
SEC: 14, 23, 24  
RNG: 1E  
DSNR: SL  
FLDR: CL  
DRWN: TAP  
DATE: 3-29-17

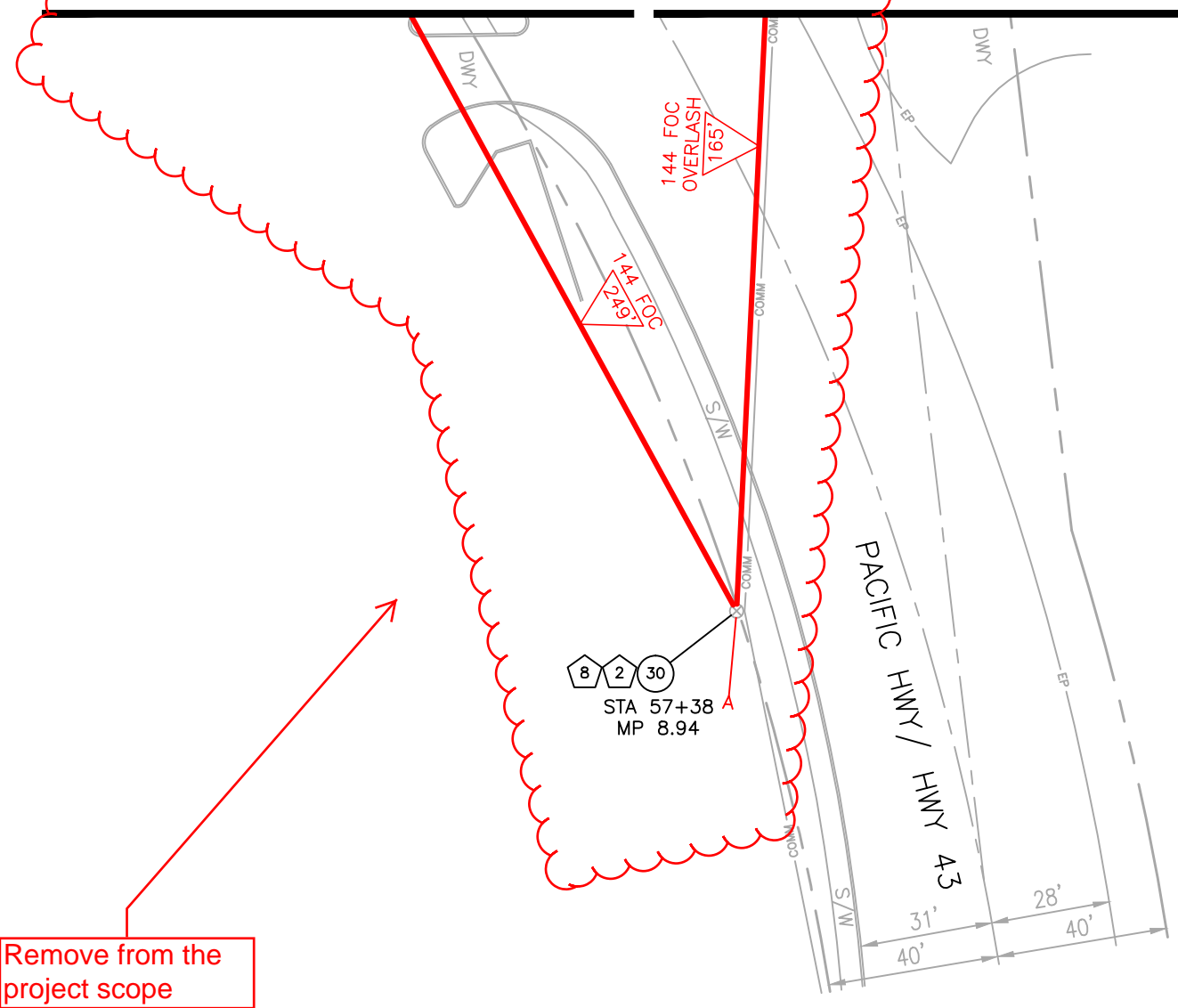
**MARYLHURST FIBER**  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL **811**  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211  
SHT 17  
OF 18

MATCH STA 55+78 - SHT 17

MATCH STA 58+78 - SHT 17



POLE INFORMATION:

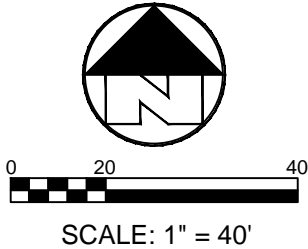
30 PGE POLE #1174  
MAP #D21-24B  
50'/CL-3/1979  
SEC= 31'-10"  
STRAND= 29'-3"  
CBX= 27'-3"  
CATV= 26'-0"  
HOA= 27'-3" (OVERLASH CBX)

ATTACHMENT LEGEND

- 1 STRAND STRAIGHT ATTACHMENT
- 2 STRAND DE ATTACHMENT
- 3 STRAND DDE ATTACHMENT
- 4 STRAND 21-45 DEGREE ATTACHMENT
- 5 ADSS DE ATTACHMENT
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TWN:	2S
SEC:	14, 23, 24
RNG:	1E
DSNR:	SL
FLDR:	CL
DRWN:	TAP
DATE:	3-29-17

MARYLHURST FIBER  
MARYLBROOK TO OLD RIVER RD  
MARYLHURST, OR

DIAL 811  
CALL LOCATE  
BEFORE YOU  
DIG

OR-CLCK-211  
SHT 18  
OF 18



**SAMPLE CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

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

Project Name: **#2017-85 CBX – Marylhurst South Fiber Project**

1. **Contract Documents.** This Contract shall consist of the following documents ("Contract Documents"), hereby incorporated by reference, and are listed in descending order of precedence.
  - A. This Public Improvement Contract
  - B. Clackamas County General Conditions for Public Improvement Contracts (dated 1/1/2017)("General Conditions") which can be found at [http://www.clackamas.us/bids/documents/2017\\_generalconditions.pdf](http://www.clackamas.us/bids/documents/2017_generalconditions.pdf)
  - C. Exhibit A - Scope of Work
2. **Contract Price.** The Owner will compensate the Contractor for Work on a ☐ time and material basis at the rates outlined in Exhibit B and subject to a maximum not-to-exceed price of \$ \_\_\_\_\_; or ☐ in the firm, fixed-price amount of \$ \_\_\_\_\_; in accordance with the requirements of the General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
3. **Scope of Work.** This Project consists of the Scope of Work ("Work") as described in Exhibit A.
4. **Representatives.** Contractor has named \_\_\_\_\_ it's Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):  
  
☒ Unless otherwise specified in the Work, the Owner designates Duke Dexter 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.
5. **Contractor Key Persons.** The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

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

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

**6. Contract Dates.** The following critical dates are hereby set for this Project. Time is of the essence.

- A. COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")
- B. SUBSTANTIAL COMPLETION DATE: 60 days from NTP
- C. FINAL COMPLETION DATE: 75 days from NTP

**7. Minimum Wage Rates. (Check one of the following):**

☐ Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

☒ 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 and the required public works bond, as outlined in Sections C.1, C.2, and G.2.3 of the General Conditions. 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 Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/JULY2017/July\\_1\\_2017\\_PWR.pdf](http://www.oregon.gov/boli/WHD/PWR/JULY2017/July_1_2017_PWR.pdf).

The Work will take place in Clackamas County, Oregon

**8. Tax Compliance.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of

Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

#### **9. Insurance Certificates and Required Performance and Payment Bonds.**

- 9.1 In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and the Owner as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).
- 9.2 In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.

**10. Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

**11. Integration.** 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.

#### **12. Contractor Data.**

**(Insert Contractor Name & Address)**

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

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Contractor Name (No DBA/ABN)

Clackamas County

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Cummings, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

\_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

## **EXHIBIT A – SCOPE OF WORK**