



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

**INVITATION TO BID #2017-36**  
**Garbage & Recycling Transfer Station Site Improvements**  
**June 08, 2017**

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Garbage & Recycling Transfer Station Site Improvements** Project until **June 29, 2017, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division, Attention: George Marlton, Director, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045. Telephone (503) 742-5444.

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

**Contact Information**

Procurement Process Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us), 503-742-5446.

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

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in the areas of Earthwork and Drainage (EART).**

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, 2017, as amended on April 1, 2017 which can be downloaded at the following web address: [http://www.oregon.gov/boli/WHI/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHI/PWR/Pages/pwr_state.aspx). The Work will take place in Clackamas County, Oregon.

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



# **CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

#### **Article 1. Scope of Work**

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

#### **Article 2. Examination of Site and Conditions**

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

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

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

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

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

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

other information as the Architect may request.

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

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

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

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner

reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

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

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

## **Article 6. Execution of the Bid Form**

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

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

## **Article 7. Prohibition of Alterations to Bid**

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

## **Article 8. Submission of Bid**

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

## **Article 9. Bid Closing and Opening of Bids**

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

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

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

## **Article 10. Acceptance or Rejection of Bids by Owner**

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

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

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

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

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

#### **Article 11. Withdrawal of Bid**

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

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

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

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

#### **Article 13. Recyclable Products**

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

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

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

Clackamas Contract Form B-2 (1/2017)

Improvement Contract Opportunity.

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

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

#### **Article 15. Protest of Intent to Award**

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

#### **Article 16. Disclosure of First-Tier Subcontractors**

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: #2017-36 Garbage & Recycling Transfer Station Site Improvements**

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

- 1. Submission of Bids by email:** Complete Bids (including all attachments) may be emailed and must be electronically received by the closing time and date **2:00 p.m. Pacific Time, June 29, 2017.** The Bid must be emailed to: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The email subject line must be **“Bid for #2017-36 Garbage & Recycling Transfer Station Site Improvements.”** Bidders are **strongly encouraged** to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.
- 2. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

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

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



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

Prime Contractor Name:

Total Contract Amount:

Project Name: #2017-36 Garbage & Recycling Transfer Station Site Improvements

**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</u> <i>(GFE not required)</i>	

**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](mailto:procurement@clackamas.us) within 2 hours of the BID/Quote Closing Date/Time


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

Project Name: #2017-36 Garbage & Recycling Transfer Station  
Site Improvements

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

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

Prime Contractor:  
Project: #2017-36 Garbage & Recycling Transfer Station Site Improvements

Prime Contractor must contact or endeavor to contact at least 3 MMW/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with MMW/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 MMW/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>>)	
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			
					<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>			

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

Prime Contractor Name:

Total Contract Amount:

Project Name: 2017-36 Garbage & Recycling Transfer Station Site Improvements

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

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

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

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date

CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS PROJECT

BID SCHEDULE

Date: 04/13/2017

No.	Item	Bid Unit	Quantity	Unit Price	Total Price
1	MOBILIZATION	LUMP SUM	1	\$	\$
2	EROSION CONTROL	LUMP SUM	1	\$	\$
3	POLLUTION CONTROL PLAN	LUMP SUM	1	\$	\$
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	1	\$	\$
5	ASPHALT PAVEMENT SAW CUTTING	FOOT	104	\$	\$
6	GENERAL EXCAVATION	CUYD	75	\$	\$
7	12 INCH SUBGRADE STABILIZATION	SQYD	20	\$	\$
8	REINFORCEMENT	LUMP SUM	1	\$	\$
9	CONCRETE REPAIRS	SQFT	14	\$	\$
10	GEN. STRUCT. CONC., CLASS 4000	LUMP SUM	1	\$	\$
11	STEEL ARMOR PLATE	LUMP SUM	1	\$	\$
12	AGGREGATE BASE	TON	65	\$	\$
13	13" ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	15	\$	\$
14	REINFORCED CONCRETE PAVEMENT 8 INCHES THICK	SQYD	195	\$	\$
15	PRECAST CONCRETE WHEEL STOPS	EA	4	\$	\$
16	METAL HANDRAIL, 2 RAILS	FOOT	120	\$	\$
17	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	330	\$	\$

TOTAL OF BID IN NUMBERS: \$ \_\_\_\_\_

TOTAL OF BID IN WORDS: \$ \_\_\_\_\_



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**BID FORM**

PROJECT: **#2017-36 Garbage & Recycling Transfer Station Site Improvements**  
BID CLOSING: June 29, 2017, 2:00 PM, Pacific Time  
BID OPENING: June 29, 2017, 2:05 PM, Pacific Time

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

TO: Clackamas County  
Procurement Division  
2051 Kaen Road  
Oregon City, OR 97045

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

- \_\_\_\_ a. An individual; or
- \_\_\_\_ b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- \_\_\_\_ c. A corporation organized under the laws of the State of \_\_\_\_\_; or
- \_\_\_\_ d. A limited liability corporation organized under the laws  
of the State of \_\_\_\_\_;

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

- Notice of Public Improvement Contract Opportunity
  - Instructions to Bidders
  - Bid Bond
  - Performance Bond and Payment Bond
  - Supplemental General Conditions
  - Payroll and Certified Statement Form
  - Supplemental Instructions to Bidders
  - Public Improvement Contract Form
  - Clackamas County General Conditions
  - Prevailing Wage Rates
  - Plans, Specifications and Drawings
- ADDENDA numbered \_\_\_\_\_ through \_\_\_\_\_, inclusive (*fill in blanks*)

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

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

4. The work shall be completed within the time stipulated and specified in Division 1, Section 00180.50(h) of the Specifications.

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

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

---

*(name of surety company - not insurance agency)*

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

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

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

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

address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

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

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

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

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

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

Project Executive: \_\_\_\_\_, Cell Phone: \_\_\_\_\_,  
Project Manager: \_\_\_\_\_, Cell Phone: \_\_\_\_\_,  
Job Superintendent: \_\_\_\_\_, Cell Phone: \_\_\_\_\_,  
Project Engineer: \_\_\_\_\_, Cell Phone: \_\_\_\_\_.

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

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

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

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE 1) \_\_\_\_\_

Sole Individual



or      2)      \_\_\_\_\_  
                 Partner

or      3)      \_\_\_\_\_  
                 Authorized Officer or Employee of Corporation

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2017-36 Garbage & Recycling Transfer Station Site Improvements**

**BID OPENING: May 25, 2017, 2:05 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](mailto:Procurement@clackamas.us). It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

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

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

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

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

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

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

Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the Garbage & Recycling Transfer Station Site Improvements Project (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.

WITNESSETH:

### 1. Contract Price, Contract Documents and Work.

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

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

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

### 2. Representatives.

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

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

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

### 3. Key Persons.

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

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

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

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

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

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: August 31, 2017

FINAL COMPLETION DATE: September 30, 2017

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

#### **5. Insurance Certificates.**

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

#### **6. Tax Compliance.**

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

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

## **7. Confidential Information.**

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

## **8. Counterparts.**

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

## **9. Integration.**

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

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

## **10. Liquidated Damages**

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

10.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

10.1.1. \$300.00 per Calendar day from Day 1 through Day 30 past the Substantial Completion date.

10.1.2. \$500.00 per Calendar Day from Day 30 and beyond.

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

Contractor DATA:

**(Insert Contractor Name & Address)**

Contractor CCB #                      Expiration Date:

Oregon Business Registry #

Entity Type:

State of Formation:

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

Contractor Name (No DBA/ABN)

Clackamas County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
M. Barbara Cartmill, Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

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

\_\_\_\_\_  
Date



# CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS January 1, 2017

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

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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 federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract.

**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.

**CHANGE ORDER**, means a written order which, when fully executed by the Parties to this 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 as a Change Order.

**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.

**CONSTRUCTION CHANGE DIRECTIVE**, means a written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.

**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 Public Improvement Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, Construction Change Directives, 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.

**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 ten percent (10%) 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; 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, released.

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this 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. 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 to Owner in a suitable form.

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

**OFFEROR**, 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 "Bidder", "Quoter" or "Proposer" 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 job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job 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, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, and Library Service District of Clackamas County. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one party, 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, 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.

**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, Construction Change Directives, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

**SOLICITATION DOCUMENT**, means Instructions to Bidders or Offerors or a Request for Proposal or a Request for Quotes or any other written document issued by Owner that outlines the required Specifications necessary to submit a Bid, Proposal, or other response.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. 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 of the improvement to real property 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. Approval of any substitute item shall be solely determined by the Owner. The decision of the Owner is final.

**PUBLIC IMPROVEMENT 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.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

## **A.2 SCOPE OF WORK**

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction 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) Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) The Public Improvement Contract;
- (e) Construction Change Directive;
- (f) Division One (General Requirements) of the Specifications;
- (g) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (h) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (i) Large-scale drawings on Plans;
- (j) Small-scale drawings on Plans;
- (k) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (l) 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.

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, 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. Interpretations and decisions of the Owner (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. 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 is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

## **A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND 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 this 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 is 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.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under this 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 this 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.

A.7.2 Contractor represents and warrants that Contractor is not an employee of the County for purposes of performing Work under this Contract.

### **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 (1) during construction (2) until final payment is due and (3) during 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 consultants to perform some or all of these tasks.

B.1.2 The Owner will visit the 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-site inspections to check the quality or quantity of the Work. 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 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 jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite 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, 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 in 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 expense.
- 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 Public Improvement Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities.

### **B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS**

- B.5.1 Contractor shall comply with Applicable Laws 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 the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation 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 this Contract when performing the Work.

- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's 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 breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

### **B.6 SUPERINTENDENCE**

Contractor shall keep on the 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 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. 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 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 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations shall have the right 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 SEVERABILITY**

If any provision of this 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.

## **B.9 ACCESS TO RECORDS**

- B.9.1 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 record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.
- B.9.2 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.

## **B.10 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.

## **B.11 SUBCONTRACTS AND ASSIGNMENT**

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these County General Conditions, and to

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

- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this 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 this 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.12 SUCCESSORS IN INTEREST**

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

## **B.13 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the project site with other forces 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 forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces 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) which generally will be in the sequence that the contracts were awarded.

## **B.14 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this 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.15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

## **B.16 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to this 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 on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

#### **B.17 ALLOWANCES**

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

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost of the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the 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 (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

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

- (a) Shop Drawings are 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.
- (b) Product Data are 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.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to

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

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

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

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

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

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

## **B.19 SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order or Construction Change Directive. Substitutions shall be subject to the requirements of the bid documents. 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 this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

## **B.20 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this 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 this 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.

## **B.21 FUNDS AVAILABLE AND AUTHORIZED**

If Owner fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in 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 Public Improvement Contract.

## **B.22 NO THIRD PARTY BENEFICIARIES**

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this 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 this Contract.

### **SECTION C** **WAGES AND LABOR**

#### **C.1 MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. 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, 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 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 this public works 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 public works 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 this Contract.

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

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

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

C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this 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 public contracting agency under such contract.

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

#### **C.4 PAYMENT FOR MEDICAL CARE**

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

#### **C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under this 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 this 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 this Contract.

### **SECTION D CHANGES IN THE WORK**

#### **D.1 CHANGES IN WORK**

D.1.1 The terms of this 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, which shall not be effective until its execution by the parties to this 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 are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes 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 B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under the provisions of 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 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 forces

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 2<sup>nd</sup> Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 <sup>st</sup> Tier Sub Contractor	5%	\$1,000.00
2 <sup>nd</sup> 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 forces 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 this 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 this 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 this 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 is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. 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 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

- D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- Do not impact activities on the accepted critical path schedule.
- 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.

**D.2.1.2 Unavoidable Delays include 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 separate contractor employed by the Owner.
- (b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing 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 site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing 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.
- (c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
  - (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
  - (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

**D.2.2 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.**

**D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, 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.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), 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, then unless otherwise prohibited by law, 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, Contractor shall submit to the Owner 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 waived by Contractor.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 this 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 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's decision 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 shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 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, a schedule of values ("Schedule of Values") for the contracted Work. This schedule shall provide a breakdown of values for the contracted 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. 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 for overdue invoices at the rate of two thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within forty five (45) days from the latest of:

- (a) The date of the receipt of the accurate invoice;
- (b) The date Owner receives the correct application for payment if no invoice is received;
- (c) The date all goods and services have been received; or
- (d) The date a Claim is made certain by agreement of the parties or by operation of law.

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 this 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.3.2.1);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or another contractor;
- (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 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 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 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 this 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 this Contract from any state agency other than the agency that is a party to this 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 C-049-0820, 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 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 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

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

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final

payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty five (45) Days after the end of the 15 Day period.

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

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

### **E.6 FINAL PAYMENT**

E.6.1 Upon completion of all the Work under this 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. 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, including all costs and reasonable attorneys' fees.

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 this 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 waived.

## **SECTION F JOB 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 this 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 job 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 Work 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 Work site safety. Work 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 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. 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 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 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 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, (including attorney fees), 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 this 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 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably

similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work 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 Work 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, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-1420050, to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. 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 members of the press or State, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the 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 this 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 this 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, Owner shall arrange for the proper disposition of such hazardous substance(s).

#### **F.7 FORCE MAJEURE**

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

### **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 this 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, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), 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 by a limitation 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 awarded 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 701, and OAR 839-025-0015, 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 this 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 this 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 this 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 if Contractor is negligent. 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 this 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 this 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 this 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.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this 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 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) 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.
- 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 this 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 this 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.3.4.6 Pollution 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, Pollution liability Insurance in minimum amounts of \$3,000,000 naming Owner as "additional insured," as noted in the "additional insured section below.

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 this 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).

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 this 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 this Contract, 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 Work 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: 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. Insurance coverage required under this 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. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

H.1.2 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.1.3 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

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**

H.3.1 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 for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. 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. 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 own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, 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 forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces 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 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. 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 site conditions;
- (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**

J.3.1 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 forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. 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; or
- (f) If Contractor is otherwise in breach of any part of the Contract.
- (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**

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of Owner or the public.

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.

**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. The O & M Manual shall be used as a basis for training.

In addition to any off-site training required by the Contract Documents, training shall include a formal session conducted at the Work 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, 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 forces continue with the Work.

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

### **K.9 SURVIVAL**

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



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

**PROJECT: #2017-36 Garbage & Recycling Transfer Station Site Improvements**

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

**1. 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.

**2. Liquidated Damages**

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

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

(a) It is imperative that the Work in this Contract reach Substantial Completion by **August 30, 2017**, and as further required in the Plans and Specifications and Section 5 of the Contract to ensure *minimal disruption of the transfer stations normal operation*. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

(b) If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor’s failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum of three hundred dollars (\$300.00) per day for each and every calendar day of delay until Substantial Completion. The Contractor further agrees the stipulated sum is not a penalty.

Likewise, if the Work does not reach Final Completion by **September 30, 2017**, as identified in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars (\$500.00) per day for each and every calendar day of delay until Final Completion.



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND**

Bond No.: \_\_\_\_\_

Solicitation: 2017-36

Project Name: Garbage & Recycling Transfer Station Site Improvements

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

*\* If using multiple sureties*

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

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

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

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

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

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

**SURETY:** \_\_\_\_\_

*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**

*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**PAYMENT BOND**

Bond No.: \_\_\_\_\_

-Solicitation: 2017-36

Project Name: Garbage & Recycling Transfer Station Site Improvements

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

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

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

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

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

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



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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

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

\_\_\_\_\_  
Official Capacity  
Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



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

PROJECT: #2017-36 Garbage & Recycling Transfer Station Site Improvements

**Owner Project Manager:** Rick Winterhalter

The estimate for this project is approximately \$110,000.00

**Project Scope:** Clackamas County's Garbage & Recycling Transfer Station is in need of its existing railings, tip floor, and retaining wall repaired. This project is for the replacement and construction of railings along with repairs to the retaining wall.

Located at 16900 Canyon Valley Road, Sandy Oregon 97055, this project will require closure of the facility during typical week day operational hours.

**Key Dates:**

**This project is anticipated to take two (2) months.**

Commencement Date: Upon issuance of Notice to Proceed

Substantial Completion Date: August 31, 2017

Final Completion Date: September 30, 2017

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

**Design Team:** KPFF Consulting Engineers is the architect/engineer of record for this Project.

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

- Clackamas County Special Provisions (2015 Version);
- TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS PROJECT. DATED OCTOBER 2016;
- CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS DRAWING SET: S0.1; S0.2; S1.0; S2.0; S5.0; S5.1; C1.0; C1.1.

**Section 00110 – Organization, Conventions, Abbreviations and Definitions**

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

**00110.10 Abbreviations**

Add the following:

CCDA -	Clackamas County Development Agency
DTD -	Clackamas County Department of Transportation and Development
LCRB -	Local Contract Review Board
ODFW -	Oregon Department of Fish and Wildlife
ODOT -	Oregon Department of Transportation
PCC -	Portland Cement Concrete
UNS -	Utility Notification System
WES -	Water Environment Services of Clackamas County

**00110.20 Definitions**

Add or modify definitions as follows:

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

**Amendment** – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division 150, prior to approval of such work.

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

**Award** – Same as “Notice to Award”.

**BCC** – The Clackamas County Board of County Commissioners

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

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

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

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

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

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

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

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

the parties and all modifications thereof incorporated in the documents before their execution.

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

**Department** – A subdivision of the Agency.

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

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

**Legal Holiday** - As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

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

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

**ODOT Procurement Office** – Clackamas County Purchasing Department.

**Owner** – Synonymous with Agency.

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

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

**Shop Drawings** – Synonymous with Working Drawings.

**Solicitation Document** – Synonymous with Bid Documents.

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

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

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

**Substantial Completion** – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the County for the purposes intended as determined by the Engineer.

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

**END OF SECTION**

## **Section 00120 – Bidding Requirements and Procedures**

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders** - Delete and replace with the following:

See Bid Documents.

**00120.01 General Bidding Requirements** – Delete and replace with the following:

See Bid Documents.

**00120.05 Requests for Solicitation Documents** – Delete and replace with the following:

Bid documents may be obtained from the Clackamas County Purchasing Department as indicated in the Notice of Public Improvement Contract Opportunity.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

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

**00120.17 Use of Agency-Owned Land for Staging or Storage Areas**

Space on County-owned property within the Transfer Station will be available to the Contractor for staging. Area to be approximately 2500 SF at a location to be coordinated with the Project Manager.

**00120.25 Subsurface Investigations** - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has conducted subsurface or geologic investigations of the Project Site, and the results of these investigations are included in the Bid Documents and available at the Engineer's office.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Delete and replace with the following:

The County reserves the right to make necessary changes or corrections to the Bid Documents at any time prior to the opening of Bids via Addenda. The County will notify

Bidders whose names, addresses, and electronic mail (email) appear on the Plan Holder's List, of change or corrections by electronic mail. The County may elect to notify Bidders by telephone initially and follow up with an email. All Addenda will be posted to the Clackamas County Procurement Website ([www.clackamas.us/bids](http://www.clackamas.us/bids)).

The County is not responsible for failure of Bidders to receive notifications of changes or corrections made by the County, and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

**00120.40(a) General** – Delete and replace with the following:  
See Instructions to Bidders, Article 6.

**00120.40(d) Bidder's Address and Signature Page** - Delete and replace with:

See Instructions to Bidders, Article 6.

**00120.40(e) Bid Guaranty** - Delete and replace with:

See Instructions to Bidders, Article 4.

**00120.40(f) Disclosure of First-Tier Subcontractors** - Delete and replace with:

See Instructions to Bidders, Article 16.

**00120.45 Submittal of Bids** - Delete and replace with:

See Instructions to Bidders, Article 8.

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

**00120.60 Revision or Withdrawal of Bids** - Delete and replace with the following:

**00120.60 Revision or Withdrawal of Proposals** - See Instructions to Bidders, Article 11.

**00120.68 Mistakes in Bids** - Add the following section:

(a) General - Clarifications to or withdrawal of a bid after Bid Opening because of an inadvertent mistake in the Bid requires careful consideration by the County to protect the integrity of the competitive bidding system and to assure fairness to all Bidders. Bid corrections or withdrawal by reason of an inadvertent mistake is permissible, but only to the extent it is not contrary to the interest of the County or the fair treatment of other bidders. Mistakes in Bids are governed under LCRB Rule C-049-350.

(b) Mistakes Discovered After Bid Closing But Before Award - This subsection prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for Bid Closing, but before award.



(1) Minor Informalities - are insignificant mistakes of form that are evident from the bid documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other bidders or to the County. Examples include, but are not limited to:

- Return of the number of signed Bids or the number of other documents required by the Bid Documents;
- Failure to sign the Bid Form in the designated block so long as a signature appears in the Bid Documents evidencing an intent to be bound;
- Failure to acknowledge receipt of an addenda to the Bid Documents, but only if:
  - it is clear from the bid that the Bidder received the Addenda and intended to be bound by its terms, or;
  - the addenda involved had a negligible effect on price, quality, quantity, or delivery.

(2) Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct Bid are clearly evident on the face of the Bid Form, or can be substantiated from accompanying documents, the County may accept the Bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.

(3) Mistakes Where Intended Correct Bid is not Evident - The County will not accept a Bid in which a mistake is clearly evident on the face of the Bid Form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

**00120.70 Rejection of Bids** – Delete and replace with the following:

**00120.70 Rejection of Bids** - A bid will be considered irregular and may be rejected as nonresponsive if:

- The bid section provided is not used or is altered.
- The bid is incomplete or incorrectly completed.
- The bid has unauthorized additions, deletions, alternate bids, or conditions.
- The bid or bid modifications are not signed by a person authorized to submit bids or modify bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit bids for the same project. Both bids may be rejected.

- The bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each erasure, change, or correction is not initialed.
- The price per unit cannot be determined.
- The Department finds that it is in the public interest to do so (ORS 279C.395).
- The bid guaranty is insufficient or improper.
- The standard bid bond form is not used or is altered.
- Pre-Qualification submission requirements are not met.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.

**00120.95      Opportunity for Cooperative Arrangement – Delete this section.**

**END OF SECTION**

## **Section 00130 – Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

**00130.00 Consideration of Bids** - Delete third paragraph.

**00130.10 Award of Contract** - Delete and replace with the following:

After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the responsible Bidder that submitted the lowest responsive bid who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in 00170.07 for Contracts with the Agency.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.
- An unexpired certificate issued by the Oregon Department of Administrative Services (under Section 2, Chapter 454, of Oregon Laws 2015 (Enrolled Senate Bill 491 (2015)) upon completion of the curriculum and assessment that the Bidder understands the prohibitions set forth in ORS 652.220 and in other laws or rules that

prohibit discrimination in compensation or wage payment. The certificate is only required if the Bidder employs 50 or more full time workers and submitted a Bid for a procurement with an estimated contract price that exceeds \$500,000.

- 

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will mail the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's web site.

The Award will not be final until the later of the following:

- Three working days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or;
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If Clackamas County accepts a bid and awards a contract, the County will send the successful bidder written notice of acceptance and award and three (3) copies of the Contract Booklet ready for execution. The documents will be sent within thirty (30) calendar days of the Notice of Intent to Award, or within the number of calendar days specified in the contract documents or written in a mutual agreement. The County will have complied with this time limit if, within the number of days specified, the notice of acceptance and Contract Booklet copies are:

- Dated and delivered by the County to the bidder before the time limit;
- Deposited through the U.S. Post Office with postage prepaid; or
- Delivered through a private delivery service with delivery charges prepaid.

**00130.15 Right to Protest Award** – Delete and replace with the following:

See Instructions to Bidders, Article 15.

**00130.30 Contract Booklet** – Add the following:

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

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

**00130.40 Contract Submittals** - Delete and replace with the following:

Clackamas County Transfer  
Station Improvements

See Instructions to Bidders.

**00130.50(a) By the Bidder** - Delete and replace with the following:

See Instructions to Bidders.

**00130.50(b) By the Agency** - Delete and replace with the first sentence with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.60(a), and received legal sufficiency approval from County Counsel, the Agency will execute the Contract.

**00130.70 Release of Bid Guaranties** – Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the Bid Closing.

**00130.70 Release of Bid Guaranties** – Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

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

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

**END OF SECTION**

## **Section 00140 – Scope of Work**

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

**00140.30 Agency-Required Changes in the Work** – Delete and replace the last paragraph with the following:

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

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

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

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

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

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

**END OF SECTION**

## **Section 00150 – Control of Work**

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

**00150.00 Authority of the Engineer** – Delete and replace the first sentence with the following:

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

**00150.05 Cooperative Arrangements** – Delete this section.

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

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

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

Notes on a drawing shall take precedence over drawing details.

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

**00150.15(b) Agency Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

**00150.15(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

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

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

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

- Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

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

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

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental



in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:**

There are no anticipated conflicts with buried Utilities. Contractor shall contact Utilities per 00150.50(c) to confirm.

**END OF SECTION**

## **Section 00160 – Source of Materials**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

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

**00160.20 Preferences for Materials** – Add “Federal highway funds are NOT involved on this Project.”

**END OF SECTION**

## **Section 00165 – Quality of Materials**

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

**00165.04 Costs of Testing** – All testing required to be performed by the Contactor will be at the Contractor's expense.

**00165.10(a) Field-Tested Materials** - The County follows the MFTP on its projects:

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

The County follows the NTMAG on its projects.

**00165.91 Fabrication Inspection Expense** - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

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

**END OF SECTION**

## **Section 00170 – Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

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

National Oceanic and Atmospheric Administration

**00170.02 Permits, Licenses, and Taxes** – Add the following:

This project is to be constructed in Clackamas County road right of way and streets. There are no separate road opening permits required from Clackamas County to perform the work required under this contract.

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

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

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

Add the following subsection:

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

**00170.70 Insurance** - Delete and replace with the following:

See Bid Documents.

Add the following as Additional Insureds under the Contract:

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

**00170.72 Indemnity/Hold Harmless** – Delete and replace with the following:

See Bid Documents, Section 10, Agreement Form, Sections 16 and 17.

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

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

**00170.85(b-1) Warranties for ODOT Projects** – Change the title and first sentence of this paragraph to the following:

**00170.85(b-1) Warranties for ODOT Projects and Federally-funded Local Agency Projects** – For those Contracts that are awarded by or through ODOT, or Contracts for Federally-funded projects that are awarded by the County, this 00170.85(b-1) warranty applies.

**END OF SECTION**

## **Section 00180 – Prosecution and Progress**

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

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

**(c) Rental of Operated Equipment** - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

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

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

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

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

**00180.21 Subcontracting** - Add the following to subsection (a):

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

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

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

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

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

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

Add the following subsection:

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

Limitations	Subsection
Commencement and Performance of Work .....	00180.43
Contract Completion Time .....	00180.50(h)

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

**00180.41 Project Work Schedules** – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Clackamas County Transfer Station Improvements

Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

**00180.42      Preconstruction Conference** - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic and facility operations. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The facility is normally closed Tuesdays and Wednesdays.
- Conduct the work so as to maintain at least one (1) tipping bay operational at all times.
- Limit the simultaneous closure of all tipping bays to no more than seven (7) consecutive days and to no more than one (1) weekend.



Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract before the elapse of **40** Calendar Days, or not later than **90 Calendar Days after Notice to Proceed**, whichever occurs first.

Recording of the elapse of Calendar Days for the first Contract Time limitation listed above will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

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

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

**00180.85(b) Liquidated Damages** - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be **\$300 per Calendar Day** \*.

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

**END OF SECTION**

**Section 00190 – Measurement of Pay Quantities**

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

**00190.20 Contractor to Provide Vehicle Weigh Scales:** Delete and replace subsection (g) with the following:

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

**END OF SECTION**

## **Section 00195 – Payment**

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

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

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

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

Significant is defined as:

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

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

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

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

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

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

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

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

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

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

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

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

Delete and replace paragraph (2) with the following:

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

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

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

Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

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

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the

Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

**END OF SECTION**

**Section 00196 – Payment for Extra Work**

Comply with Section 00196 of the Standard Specifications

**END OF SECTION**

## **Section 00197 – Payment for Force Account Work**

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

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

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

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

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

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

**END OF SECTION**

## **Section 00199 – Disagreements, Protests and Claims**

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

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

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

The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

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

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

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

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

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

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

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction Clackamas County Transfer



and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

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

**00199.50 Mediation** - Delete the entire section.


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

**END OF SECTION**

**TECHNICAL SPECIFICATIONS  
FOR  
CONSTRUCTION OF CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS  
PROJECT**

**FOR  
CLACKAMAS COUNTY**

**DATE  
OCTOBER 2016**

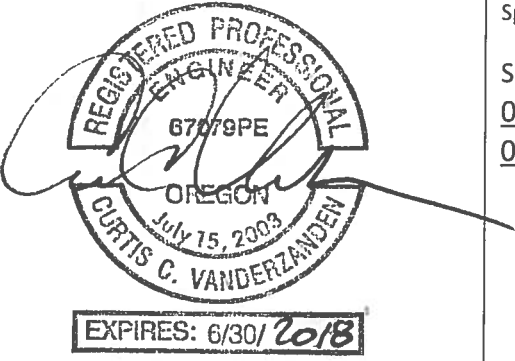
<p>Seal w/signature</p>  <p>EXPIRES: 06/30/18</p>	<p>Signing as the Professional of Record for the Technical Specifications sections listed below:</p> <p>Section <u>00530, 00540, 00560, 02001, 02010, 02050, 02510, 02530, 02830</u></p>
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**KPFF CONSULTING ENGINEERS  
111 SW FIFTH AVENUE, SUITE 2500  
PORTLAND, OR 97204**

**TECHNICAL SPECIFICATIONS  
FOR  
CONSTRUCTION OF CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS  
PROJECT**

**FOR  
CLACKAMAS COUNTY**

**DATE  
OCTOBER 2016**

<p>Seal w/signature</p>  <p>EXPIRES: 6/30/2018</p>	<p>Signing as the Professional of Record for the Technical Specifications sections listed below:</p> <p>Section <u>00280, 00310, 00330, 00331, 00442,</u> <u>00640, 00740, 00744, 00748, 00755, 00759,</u> <u>00850, 00860, 02320</u></p>
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**KPFF CONSULTING ENGINEERS  
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## **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications.

## **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.00 Scope** - Add the following to this section:

This work includes removing and disposing of existing pedestrian railing as shown.

This work includes removing existing steel roadway plates and steel wheel stops as shown and stockpiling on-site for Owner.

**00310.80 Measurement** - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

**00310.92 Separate Item Basis** - Add the following pay item to the pay item list:

(g) Asphalt Pavement Saw Cutting ..... Foot

Add the following paragraph to the end of this subsection:

Item (g) applies to asphalt pavement saw cutting when shown.

## **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

**00330.41(a-9) Excavation Below Grade** - Delete subsection 00330.41(a-9-c).

**00330.91(d) General Excavation** - Delete the bullet that begins "Includes unsuitable material...".

#### **SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

#### **SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS**

Comply with Section 00442 of the Standard Specifications.

#### **SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

Comply with Section 00530 of the Standard Specifications modified as follows:

**00530.10 Materials** - Add the following line to the list of materials:

Dowels.....02510.50

**00530.80(a) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of reinforcement is:

<b>Structure</b>	<b>Quantity Uncoated (Pound)</b>
Wall Caps (Rail Footing)	1840

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

Reference 0755 for reinforcement in concrete pavement.

## **SECTION 00540 - STRUCTURAL CONCRETE**

Comply with Section 00540 of the Standard Specifications modified as follows:

**00540.00 Scope** - Add the following to the end of this section:

This work also includes minor concrete repairs to the surface of existing concrete retaining walls.

**00540.10 Materials** - In the list of materials, add the following line:

Concrete Surface Retarder ..... 02055

Delete the paragraph that begins "Furnish a concrete surface retarder..."

**00540.17(c-2) Actual Strength Test Value** - Replace the sentence that begins "If the compressive strength of a single test..." with the following sentence:

If the compressive strength of a single test specimen is less than 90 percent of the average of the other two specimens, that compressive strength value will be discarded.

**00540.45 Construction of Forms** - In the paragraph that begins "Construct forms that:", add the following bullet to the bullet list:

Conform to ACI 347 and ACI SP-4.

Replace the paragraph that begins "On structures 25 aerial miles..." with the following two paragraphs:

On structures located within 25 aerial miles of the Pacific Ocean, remove metal ties and anchorages to a depth of 2 inches from accessible surfaces. Remove fiberglass form ties and anchorages to a depth of 1 inch from accessible surfaces.

On structures located more than 25 aerial miles from the Pacific Ocean, construct ties or anchorages within the forms so they can be removed to a depth of at least 1 inch from accessible surfaces.

**00540.80(a-1) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Wall Caps (Rail Footings)

Type and Class	Quantity (Cu. Yd.)
General Structural Concrete, Class 4000	17

**00540.80 (a) Concrete** – Add the following at the end of this subsection:

(3) **Area** – Under this method, concrete will be measured on the area basis within the final accepted limits of the repairs. Quantities will be rounded to the nearest 0.1 sqft.

**00540.90 Payment** – Add the following pay item and paragraph:

(e) Concrete Repairs .....Square Foot

Item (e) includes repairs to existing concrete retaining wall surfaces as shown. No separate payment will be made for sawcutting, chipping, preparing surfaces, cleaning existing reinforcement or strand, furnishing and installing embeds, reinforcement, grout and any other miscellaneous materials, finishing, curing and all other incidental required to complete the work as specified. These items are incidental to the pay item “Concrete Repairs”.

**SECTION 00560 - STRUCTURAL STEEL BRIDGES**

Comply with Section 00560 of the Standard Specifications modified as follows:

**00560.00 Scope** - Add the following to the end of this subsection:

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This work also consists of furnishing, fabricating, and erecting steel armoring plate at specified location(s) on an existing retaining wall.

**00560.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

Structure	Steel Type	Quantity (Pound)
Retaining Wall	Steel Armor Plate	115

**00560.90 Payment** - Add the following item and paragraph to this section:

(i) Steel Armor Plate.....Lump Sum

No separate or additional payment will be made for:

- Furnishing and installing anchors

**SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

**SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

## SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

**00748.10 Materials** - Add the following:

Controlled Low Strength Material  
00442

Add the following:

**00748.45 Controlled Low Strength Material (CLSM) Backfill** - Place the material to the lines and grades shown or directed. Allow CLSM to cure and sufficiently harden prior to paving.

**00748.80 Measurement** - Replace the sentence that begins with "The surfacing area will ..." with the following:

The surfacing area will be determined by horizontal measurements and limited to the dimensions shown or directed.

Remove the paragraph that begins "EAC and ACP will be measured..."

**00748.90 Payment** -

Remove the paragraph that begins "EAC and ACP will be paid for..."

Replace the last sentence with the following:

No separate or additional payment will be made for excavation, geotextile, stone embankment, aggregate, controlled low strength material, ACP, or water.

## SECTION 00755 - CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

Comply with Section 00755 of the Standard Specifications.

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.10 Materials** - Add the following materials to this subsection:

Concrete.....	00540
Structural Steel .....	00560
Curing Materials.....	02050

Add the following subsection:

**00759.13 Precast Concrete Wheel Stops** - Precast, air-entrained concrete, 2500-psi minimum compressive strength, 6 inches high by 9 inches wide by 72 inches long. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate. Provide adhesive as recommended by wheel-stop manufacturer for application to concrete pavement and galvanized steel dowels, 3/4- inch diameter, 18-inch minimum length.

**00759.52 Metal Handrail** - Add the following to the end of this subsection:

Coordinate metal handrail fabrication and embedded sleeves to provide a snug and plumb fit while also maintaining the removable function of the railings as shown.

Add the following subsection:

**00759.55 Recycled Rubber Wheel Stop** - Install wheel stops in bed of adhesive as recommended by the manufacturer. Securely attach wheel stops to pavement with not less than two steel dowels. Securely install dowels into pavement and bond to wheel stop. Recess top of dowels beneath top of wheel stop.

**00759.90 Payment** – Add the following pay item:

(l)	Precast Concrete Wheel Stops	Each
-----	------------------------------	------

Add the following paragraph:

Payment for item (k) shall also include all work associated with constructing the embedded sleeves, gage-setting steel angles, gate, gate posts, and other miscellaneous items required to complete the metal handrails.

## SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

## SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications modified as follows:

**00860.45 Installation** - Replace this subsection, except for the subsection number and title, with the following:

Apply painted longitudinal pavement markings as follows:

Apply one application at thickness of 15 mils wet, equivalent to 17 gallons per mile for a 4 inch wide solid stripe.

Apply reflective elements at a minimum rate of 5 pounds per gallon of paint. Embed by means of wicking, a minimum of 80 percent of the reflective elements in the paint to a minimum depth of 50 percent of their diameter.

Minimum initial retroreflectivity shall be:

White - 250 mcd/m<sup>2</sup>/lx

Yellow - 200 mcd/m<sup>2</sup>/lx

## SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.32(b) Plastic Concrete** - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test the temperature, slump, density, and air content and compute the w/cm ratio and yield according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2

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Station Improvements

Slump	AASHTO T 119
Density	AASHTO T 121
Yield	AASHTO T 121
Air Content	AASHTO T 152
Concrete Temperature	AASHTO T 309
Molding Concrete Specimens	AASHTO T 23 or R 39 <sup>1</sup>
Water-Cement Ratio	<sup>2</sup>

<sup>1</sup> Cast cylinders in single-use plastic molds

<sup>2</sup> Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP

**02001.32(d) Length Change Tests** - Replace this subsection, except for the subsection number and title, with the following:

For all HPC and Silica Fume Concrete (SFC) mix designs, make at least three specimens from the trial batch for length change testing. Test samples according to ASTM C 157. Sample prisms shall have a square, 4 by 4 inch cross-section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 28 days.

Test	Test Method	Acceptance Value
Length Change	ASTM C 157	-0.045% max. at 28 days

**02001.32(e) Permeability Tests** - Replace the paragraph that begins "Permeability tests are..." with the following:

Test	Test Method	Acceptance Value
Permeability	AASHTO T 277	1,000 coulombs max. at 90 days

Permeability tests are not required when HPC and SFC mix designs contain cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.

**02001.34 Current Mix Designs** - Replace this entire subsection, including subsection .34(a) and .34(b), with the following subsection:

**02001.34 Current Mix Designs** - Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 12 months on any project, public or private may be submitted for review.

**(a) Length Change Tests** - For all HPC and SFC mix designs make at least three specimens for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 28 days.

Test	Test Method	Acceptance Value
Length Change	ASTM C 157	-0.045% max. at 28 days

**(b) Permeability Tests** - For alternate HPC mix designs make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Test	Test Method	Acceptance Value
Permeability	AASHTO T 277	1,000 coulombs max. at 90 days

Permeability tests are not required when HPC and SFC mix designs contain cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.

## **SECTION 02010 - PORTLAND CEMENT**

Comply with Section 02010 of the Standard Specifications modified as follows:

**02010.20 Blended Hydraulic Cement** - Replace the paragraph that begins “Blended hydraulic cement...” with the following paragraph:

Blended hydraulic cement shall be either Type IS-Portland blast-furnace slag cement, Type IP-Portland-pozzolan cement, or Type IT-ternary blended cement according to AASHTO M 240, modified as follows:

Add the following paragraph to the end of this subsection:

Furnish blended hydraulic cement from the QPL.

## **SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

**02050.10 Liquid Compounds** - Replace this subsection, except for the subsection number and title, with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309, except that testing will be done according to ODOT TM 721.

All compounds shall be Type 1-D or Type 2, Class A or B.

Only Type 2, Class B resins will be allowed for the following concrete pavement applications:

- Plain concrete pavement repair.
- Continuously reinforced concrete pavement.
- Plain concrete pavement.
- Reinforced concrete pavement repair.

Before using liquid compounds, submit one quart samples of each lot for testing, except samples are not required for commercial grade concrete.

**02050.40 Liquid Evaporation Reducer Compounds** - Delete this subsection.

## **SECTION 02320 - GEOSYNTHETICS**

Comply with Section 02320 of the Standard Specifications modified as follows:

**02320.10(c-1-a) Geotextiles** - Replace the bullet that begins "Minimum average roll values..." with the following bullet:

- Minimum average roll values for each of the specified properties from the same production run as the delivered material.

**Table 02320-1 Geotextile Property Values for Drainage Geotextile** <sup>1, 2</sup>

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Table 02320-2 Geotextile Property Values for Riprap Geotextile** <sup>1, 2</sup>

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						



**Table 02320-3 Geotextile Property Values for Sediment Fence <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation <sup>2</sup> ≥ 50%	Elongation <sup>2</sup> ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.					
<sup>2</sup> Measured according to ASTM D 4632.					

**Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.				

**Table 02320-5 Geotextile Property Values for Embankment Geotextile <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.				

**Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.			

## SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.10 Deformed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A706 or AASHTO M 31 (ASTM A615). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

## **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.71 Repair of Hot-Dip Galvanizing** - Add the following sentence after the sentence that begins "Repair damaged...":

Furnish galvanizing repair material from the QPL.

## **SECTION 02830 – METAL HANDRAIL**

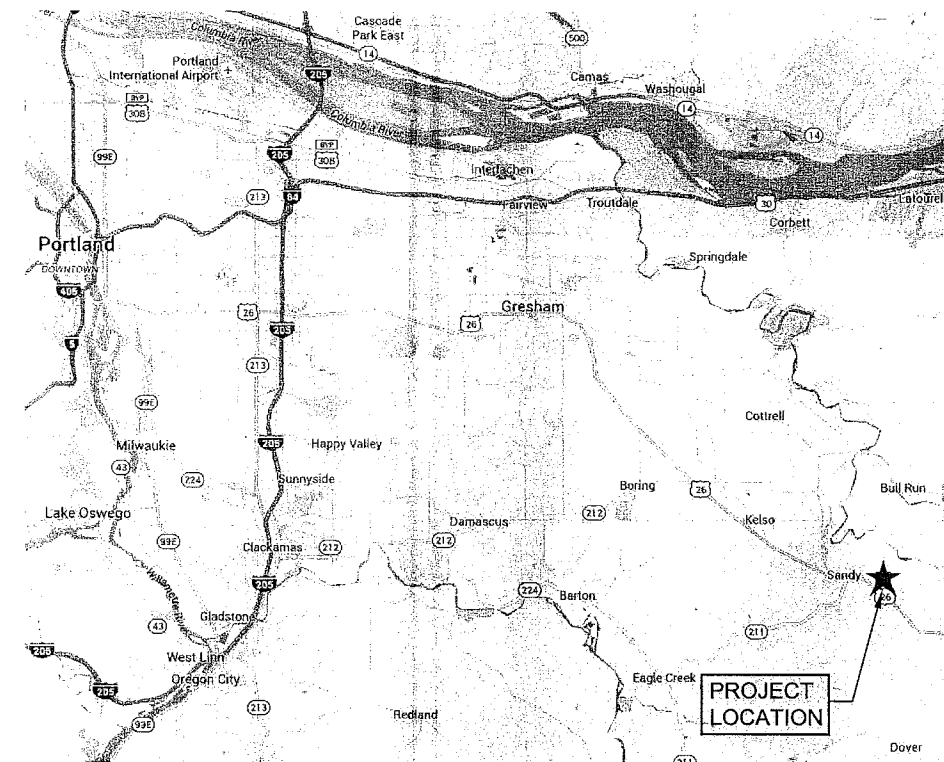
Comply with Section 02830 of the Standard Specifications modified as follows:

Replace section 02830.20 with the following:

**02830.20 Steel Pipe** – Steel pipe shall conform to the material grade shown in the contract plans.

S0.1	SHEET INDEX, VICINITY MAP AND LIST OF ABBREVIATIONS
S0.2	GENERAL NOTES STRUCTURAL NOTES
S1.0	PLAN AND NOTES
S2.0	WALL ELEVATIONS
S5.0	DETAILS
S5.1	DETAILS
C1.0	CIVIL SITE PLAN AND DETAILS
C1.1	EXISTING CONDITIONS

A.B.	ANCHOR BOLT	GALV.	GALVANIZED	PAF	POWDER ACTUATED FASTENER
ACI	AMERICAN CONCRETE INSTITUTE	HORIZ.	HORIZONTAL	P/C	PRECAST
ADD'L.	ADDITIONAL	HSS	HOLLOW STRUCTURAL SECTION	PCF	POUNDS PER CUBIC FOOT
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION INCORPORATED	IBC	INTERNATIONAL BUILDING CODE	PL	PLATE
ALT.	ALTERNATE	ICBO	INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS	P.P.	PARTIAL PENETRATION
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	ICC	INTERNATIONAL CODE COUNCIL	PSI	POUNDS PER SQUARE INCH
AWS	AMERICAN WELDING SOCIETY	I.D.	INSIDE DIAMETER	PVC	POLYVINYL CHLORIDE
BLDG.	BUILDING	IN.	INCH	R. RAD.	RADIUS
BOT.	BOTTOM	INT.	INTERIOR	RCSC	RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS
C.G.	CENTER OF GRAVITY	K	KIPS	REF.	REFERENCE
C.I.P.	CAST IN PLACE	KSF	KIPS PER SQUARE FOOT	RET.	RETURN
C.J.	CONTROL JOINT	KSI	KIPS PER SQUARE INCH	REINF.	REINFORCING
C.J.P.	COMPLETE JOINT PENETRATION	LBS.	POUND	REQ'D.	REQUIRED
CL	CENTERLINE	L.L.	LIVE LOAD	REQ'MTS.	REQUIREMENTS
CLR.	CLEAR	LLH	LONG LEG HORIZONTAL	SCHED.	SCHEDULE
COL.	COLUMN	LLV	LONG LEG VERTICAL	S.C.	SLIP CRITICAL
CONC.	CONCRETE	LOC.	LOCATION	SIM.	SIMILAR
CONN.	CONNECTION	LONG.	LONGITUDINAL	S.O.G.	SLAB ON GRADE
CONST.	CONSTRUCTION	LVF	LOW VELOCITY FASTENER	SPEC.	SPECIFICATION
CONT.	CONTINUOUS	MAX.	MAXIMUM	SQ.	SQUARE
$\phi$	BAR DIAMETER	MBMA	METAL BUILDING MANUFACTURERS ASSOCIATION	SS	STAINLESS STEEL
DBA	DEFORMED BAR ANCHOR	MECH.	MECHANICAL	STD.	STANDARD
DET.	DETAIL	MFR.	MANUFACTURER	STRUCT.	STRUCTURAL
DIA., $\varnothing$	DIAMETER	MIN.	MINIMUM	SYM.	SYMMETRICAL
DIAG.	DIAGONAL	MISC.	MISCELLANEOUS	THRU	THROUGH
D.L.	DEAD LOAD	MPH	MILES PER HOUR	TRANS.	TRANSVERSE
DWG.	DRAWING	MT	MAGNETIC PARTICLE TESTING	TYP.	TYPICAL
EL.	ELEVATION	(N)	NEW	U.N.O.	UNLESS NOTED OTHERWISE
EQ.	EQUAL	N.I.C.	NOT IN CONTRACT	UT	ULTRASONIC TESTING
EXIST., (E)	EXISTING	NOM.	NOMINAL	VERT.	VERTICAL
EXP.	EXPANSION	N.O.	NUMBER	V.I.F.	VERIFY IN FIELD
EXT.	EXTERIOR	N.T.S.	NOT TO SCALE	w/	WITH
FDN.	FOUNDATION	O.C.	ON CENTER	WF	WIDE FLANGE
FIN.	FINISH	O.D.	OUTSIDE DIAMETER	w/o	WITHOUT
FT.	FOOT	OPP.	OPPOSITE	W.P.	WORK POINT
FTG.	FOOTING	OSSC	OREGON STRUCTURAL SPECIALTY CODE	WPS	WELDING PROCEDURE SPECIFICATION
GA.	GAUGE				



VICINITY MAP  
SCALE: NONE

[illegible]

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CHECKED:	SW
JOB NO.	1500090

SHEET TITLE	
SHEET INDEX, VICINITY MAP AND LIST OF ABBREVIATIONS	
<p>CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS</p> <p>CLACKAMAS COUNTY SANDY / OREGON</p>	

SHEET

S0.1

1 OF 8

# GENERAL STRUCTURAL NOTES

STRUCTURAL DRAWINGS ARE A PORTION OF THE CONTRACT DOCUMENTS AND ARE INTENDED TO BE USED WITH CIVIL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS FROM THESE DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK.

THESE GENERAL NOTES SUPPLEMENT THE 2015 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. REFER TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS. NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.

## TEMPORARY CONDITIONS:

THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES.

## EXISTING CONDITIONS:

ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS SHALL BE FIELD VERIFIED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY SIGNIFICANT DISCREPANCIES FROM CONDITIONS SHOWN ON THE DRAWINGS. SALVAGE EXISTING SIGNS MOUNTED ON EXISTING RAIL/FENCE AND PROVIDE TO OWNER.

## DESIGN CRITERIA:

DESIGN WAS BASED ON THE STRENGTH AND DEFLECTION CRITERIA OF THE OSSC FOR HANDRAILS.

## STRUCTURAL OBSERVATION:

THE STRUCTURAL ENGINEER OF RECORD (SER) WILL PERFORM STRUCTURAL OBSERVATION BASED ON THE REQUIREMENTS OF THE OSSC AT THE STAGES OF CONSTRUCTION LISTED BELOW. CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE AND ACCESS FOR THE SER TO PERFORM THESE OBSERVATIONS.

STRUCTURAL OBSERVATIONS		
ITEM	OBSERVED BY (2)	COMMENTS
	SER	
PRIOR TO FIRST CONCRETE POUR	X	REF. NOTES 1,3,4,5
PRIOR TO FIRST CONCRETE DECK POUR	X	REF. NOTES 1,3,4,5
DURING INITIAL STEEL ERECTION	X	REF. NOTES 1,3,4
AS REQUIRED TO ADDRESS STRUCTURAL ISSUES	X	REF. NOTES 1,3,4

## FOOTNOTES:

- CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE SER IN ADVANCE.
- SER - STRUCTURAL ENGINEER OF RECORD.
- A FIELD REPORT WILL BE SUBMITTED TO THE BUILDING DEPARTMENT FOLLOWING EACH SITE VISIT.
- STRUCTURAL OBSERVATION IS FOR THE GENERAL CONFORMANCE OF THE STRUCTURAL DRAWING. SPECIAL INSPECTION IS STILL REQUIRED.
- AFTER REINFORCING STEEL HAS BEEN INSTALLED.

## SPECIAL INSPECTION AND TESTING:

SPECIAL INSPECTION WILL BE PROVIDED BY THE OWNER BASED ON THE REQUIREMENTS OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE AND ACCESS FOR THE SPECIAL INSPECTOR TO PERFORM THESE INSPECTIONS.

## SUBMITTALS:

SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION AND CONSTRUCTION OF ALL STRUCTURAL ITEMS, INCLUDING THE FOLLOWING:

SUBMITTALS	
ITEM	SUBMITTAL (1,2)
CONCRETE MIX DESIGNS	X
CONCRETE REINFORCEMENT	X
CONCRETE ANCHORAGES	X
EMBEDDED STEEL ITEMS	X
RAILING	X
STRUCTURAL STEEL	X
STEEL WELDING PROCEDURES	X
STEEL FASTENERS	X

## FOOTNOTES:

- SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION AND CONSTRUCTION OF STRUCTURAL ITEMS. IF THE SHOP DRAWINGS DIFFER FROM OR ADD TO THE DESIGN OF THE STRUCTURAL DRAWINGS, THEY SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF OREGON. ANY CHANGES TO THE STRUCTURAL DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND ARE SUBJECT TO REVIEW AND ACCEPTANCE OF THE STRUCTURAL ENGINEER.
- FIELD ENGINEERED DETAILS DEVELOPED BY THE CONTRACTOR THAT DIFFER FROM OR ADD TO THE STRUCTURAL DRAWINGS SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF OREGON AND SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION.

## CONCRETE:

CONCRETE STRENGTHS SHALL BE 4000 PSI MINIMUM AS VERIFIED BY STANDARD CYLINDER TESTS PER ASTM C39. MIX DESIGNS SHALL BE AS FOLLOWS:

PORTLAND CEMENT CONTENT MAY BE REPLACED UP TO 20% WITH FLYASH CONFORMING TO ASTM C618 (INCLUDING TABLE 2A) TYPE F OR TYPE C OR UP TO 50% WITH SLAG CEMENT CONFORMING TO ASTM C989, PROVIDED THAT THE MIX STRENGTH IS SUBSTANTIATED BY TEST DATA. FOR MIX DESIGNS WITH  $f_c = 5,000$  PSI OR LESS, SLAG CEMENT MAY BE SUBSTITUTED FOR FLYASH AT A 1:1 RATIO WITHOUT TEST DATA. WHEN SLAG CEMENT IS SUBSTITUTED IN HIGHER STRENGTH MIXES OR AT DIFFERENT RATIO, THE MIX STRENGTH MUST BE SUBSTANTIATED BY TEST DATA.

A WATER-REDUCING ADMIXTURE CONFORMING TO ASTM C494 USED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS SHALL BE INCORPORATED IN CONCRETE DESIGN MIXES. A HIGH-RANGE WATER-REDUCING (HRWR) ADMIXTURE CONFORMING TO ASTM C494 TYPE F OR G MAY BE USED IN CONCRETE MIXES PROVIDING THAT THE SLUMP DOES NOT EXCEED 10". AN AIR-ENTRAINING AGENT CONFORMING TO ASTM C260 SHALL BE USED IN CONCRETE MIXES FOR ALL CONCRETE. THE AMOUNT OF ENTRAINED AIR BY VOLUME SHALL BE  $6\% \pm 1.5\%$

THE CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS ALONG WITH TEST DATA COMPLIANT WITH ODOT STANDARD SPECIFICATIONS A MINIMUM OF TWO WEEKS PRIOR TO PLACING CONCRETE. NO WATER MAY BE ADDED TO CONCRETE IN THE FIELD UNLESS SPECIFICALLY APPROVED IN WRITING BY THE CONCRETE SUPPLIER IN CONJUNCTION WITH THE CONCRETE MIX DESIGN.

## REINFORCING STEEL:

ALL LONGITUDINAL FLEXURAL REINFORCEMENT SHALL BE ASTM A706, GRADE 60. ASTM A615 REINFORCEMENT MAY BE SUBSTITUTED FOR ASTM A706 REINFORCEMENT PROVIDED THAT THE ACTUAL YIELD STRENGTH BASED ON MILL TESTS DOES NOT EXCEED 78,000 PSI AND THE RATIO OF ACTUAL TENSILE STRENGTH TO ACTUAL YIELD STRENGTH IS NOT LESS THAN 1.25. MILL TESTS CERTIFICATIONS FOR SUBSTITUTED BARS SHALL BE SUBMITTED TO THE SPECIAL INSPECTOR AND EOR PRIOR TO PLACEMENT.

BARS IN BEAMS AND SLABS SHALL BE SUPPORTED ON WELL-CURED CONCRETE BLOCKS OR APPROVED METAL OR PLASTIC CHAIRS, AS SPECIFIED BY THE CRSI MANUAL OF STANDARD PRACTICE, MSP-1. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES," ACI 315. SHOP DRAWINGS SHALL INCLUDE ELEVATIONS OF ALL BEAMS, WALLS AND COLUMNS SHOWING BAR LOCATIONS. LAP ALL REINFORCING BARS PER THE TYPICAL LAP SPLICE LENGTH SCHEDULES, EXCEPT AS NOTED ON DRAWINGS. USE LAP LENGTH FOR SMALLER BAR WHEN SPLICING DIFFERENT BAR SIZES. BARS SPLICED WITH NONCONTACT LAPS SHALL BE SPACED NO FARTHER THAN 1/5TH THE LAP LENGTH OR 6 INCHES. MECHANICAL SPLICES NOTED ON THE PLANS SHALL BE DAYTON SUPERIOR BAR-LOCK (ICC ESR-2495) OR TAPERLOCK COUPLERS (IAPMO ES-0319) OR APPROVED WITH A CURRENT EVALUATION APPROVAL REPORT.

TYP. SLAB LAP SPLICE LENGTH SCHEDULE (IN.)		
BAR SIZE	RAIL FOOTING BOTTOM AND SLAB BARS (NOTE 6)	RAIL TOP FOOTING BARS (NOTE 6)
	$f_c = 4,000$ PSI	$f_c = 4,000$ PSI
#3	12	16
#4	20	26
#5	28	36
#6	38	50
#7	62	78
#8	74	98

## TABLE NOTES:

- ASTM A615 OR ASTM A706, GRADE 60 DEFORMED REINFORCING BARS
- MINIMUM CLEAR COVER AND BAR SPACING OF 4db TO BE PROVIDED.
- NORMAL WEIGHT CONCRETE, FOR LIGHT-WEIGHT CONCRETE MULTIPLY TABLE VALUES BY 1.3.
- UNCOATED BARS, FOR EPOXY-COATED BARS MULTIPLY TABLE VALUES BY 1.5.
- COMBINATIONS OF EFFECTS DUE TO CONCRETE STRENGTH, CONCRETE WEIGHT, AND EPOXY COATING ARE CUMULATIVE.
- FOOTING TOP BARS ARE BARS CAST ABOVE MORE THAN 12" OF FRESH CONCRETE. ALL OTHER FOOTING BARS MAY BE CONSIDERED BOTTOM BARS.

REINFORCING STEEL SHALL HAVE PROTECTION AS FOLLOWS:

REINFORCING STEEL CONCRETE COVER	
USE	CLEAR COVER
RAIL FOOTINGS NOT IN CONTACT w/ EARTH	1-1/2" (TO STIRRUPS OR TIES)
SLABS	1"
CONCRETE CAST AGAINST AND EXPOSED TO EARTH	3"

## CONCRETE ACCESSORIES:

POST-INSTALLED ANCHORS SHALL BE OF THE TYPE AND PRODUCT SPECIFIED ON THE DRAWINGS.

ALL ANCHORS SHALL BE INSTALLED IN STRICT CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND PRODUCT EVALUATION REPORTS. EMBEDMENTS SPECIFIED ON DRAWINGS ARE "EFFECTIVE" EMBEDMENTS. REFERENCE MANUFACTURER LITERATURE FOR CORRESPONDING ACTUAL EMBEDMENT DEPTHS.

REQUESTS FOR ANCHOR SUBSTITUTIONS SHALL BE SUBMITTED TO THE EOR IN WRITING ALONG WITH EVIDENCE OF EQUAL OR GREATER CAPACITY TO THE SPECIFIED CONNECTION. DO NOT CUT REINFORCING IN NEW OR EXISTING CONCRETE DURING INSTALLATION.

ANCHORS EXPOSED TO EARTH OR WEATHER SHALL BE PROTECTED FROM CORROSION BY HOT-DIP GALVANIZING OR USE OF STAINLESS STEEL. PERMANENTLY EXPOSED EMBEDDED PLATES AND ANGLES SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION, UNLESS NOTED OTHERWISE.

## STRUCTURAL STEEL:

STRUCTURAL STEEL SHALL BE:

STRUCTURAL STEEL	
MATERIAL GRADE	SHAPE
ASTM A36	CHANNELS, PLATES AND ANGLES, EXCEPT AS NOTED
ASTM A53, GRADE B (FY=35 KSI)	PIPES

DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH THE "AISC SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" WITH "COMMENTARY" AND THE "CODE OF STANDARD PRACTICE", WITH EXCEPTIONS NOTED IN SPECIFICATIONS.

WELDING SHALL CONFORM TO THE AWS CODES FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION. WELDING SHALL BE PERFORMED IN ACCORDANCE WITH A WELDED PROCEDURE SPECIFICATION (WPS) AS REQUIRED IN AWS D1.1 AND APPROVED BY THE STRUCTURAL ENGINEER. THE WPS VARIABLES SHALL BE WITHIN THE PARAMETERS ESTABLISHED BY THE FILLER-METAL MANUFACTURER.

FOR COMPLETE JOINT PENETRATION WELDS ASSOCIATED WITH MEMBER SPLICES AND CONNECTIONS, WELDS SHALL BE MADE WITH FILLER METAL THAT HAS A MINIMUM CVN TOUGHNESS OF 20 FT-LBS AT 40 DEGREES F.

WELDS SHALL BE MADE USING E70XX ELECTRODES AND SHALL BE 3/16" MINIMUM, UNLESS OTHERWISE NOTED. WELDING SHALL BE BY AWS CERTIFIED WELDERS.

PROVIDE WEEP HOLES AT EXTERIOR CLOSED SECTIONS WHERE MOISTURE MAY ACCUMULATE. WEEP HOLES TO BE 1/4" DIAMETER SPACED AT 6 FEET MAXIMUM.

ALL EXPOSED STEEL TO BE HOT-DIPPED GALVANIZED UNLESS OTHERWISE NOTED.

## REVISIONS

REV.	DATE	BY	DESCRIPTION
△			



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SCALE: AS SHOWN  
DRAWN: JW  
CHECKED: SW  
JOB NO. 1500090

SHEET TITLE

GENERAL NOTES STRUCTURAL NOTES  
CLACKAMAS COUNTY TRANSFER  
STATION IMPROVEMENTS  
CLACKAMAS COUNTY  
SANDY / OREGON

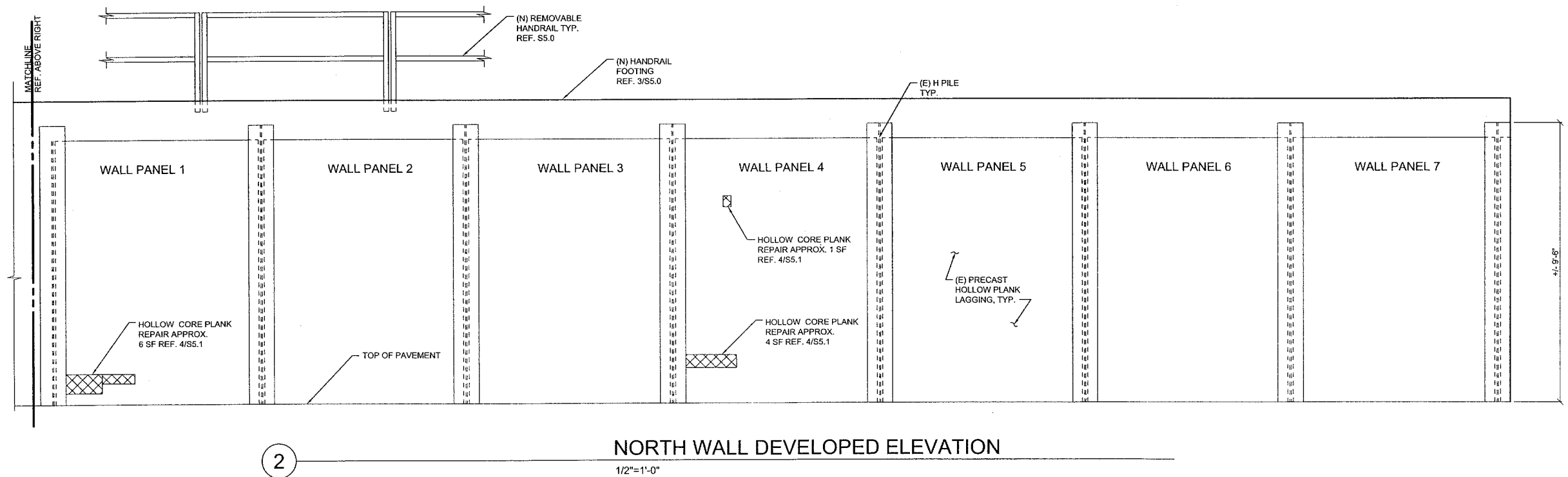
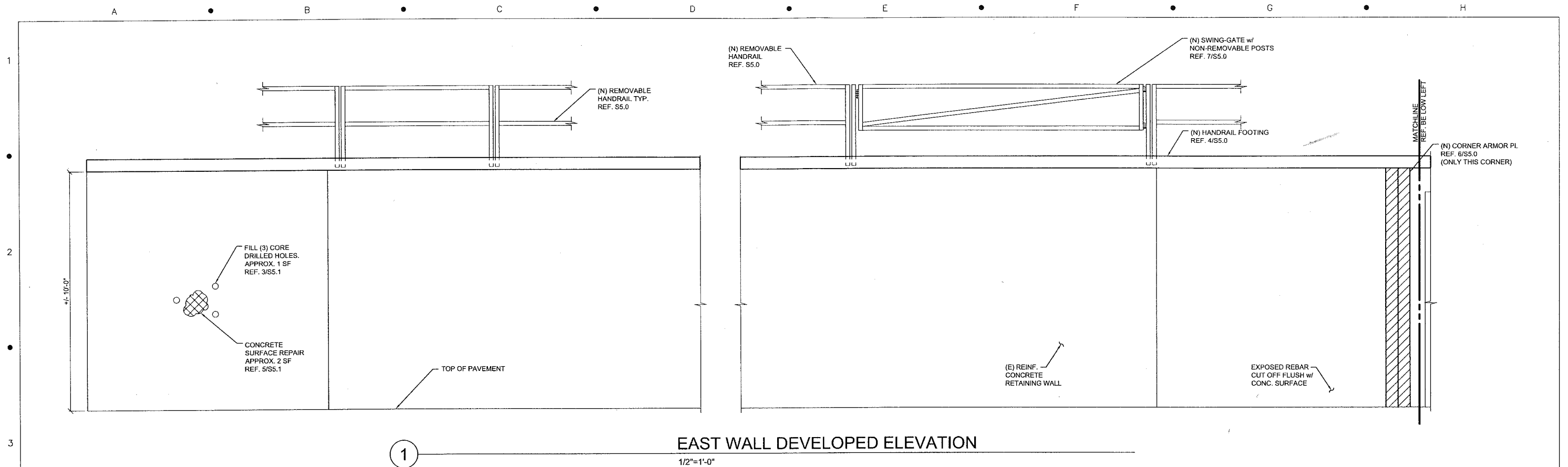
SHEET

S0.2

2 OF 8



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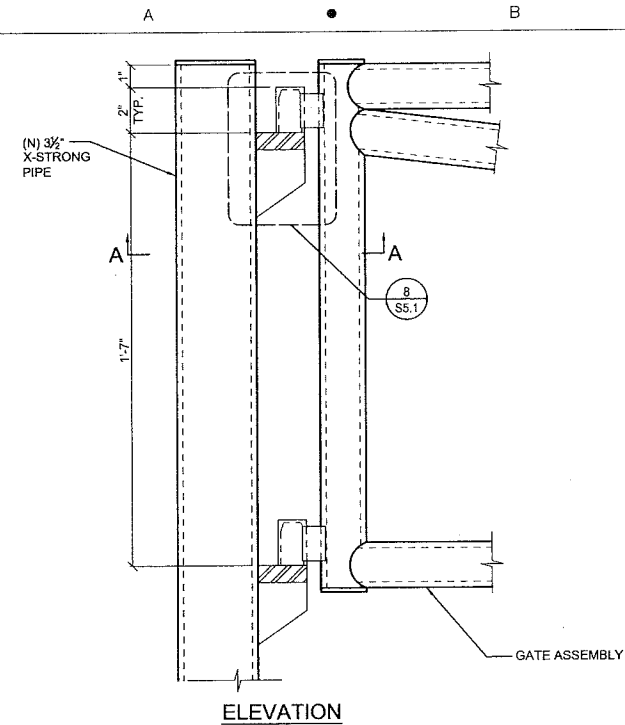
REVISIONS			
REV.	DATE	BY	DESCRIPTION
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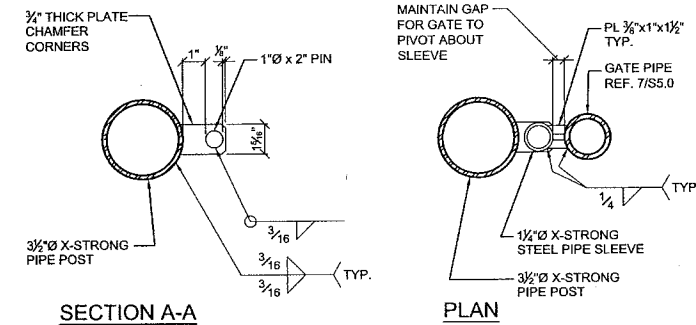
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SCALE:	AS SHOWN
DRAWN:	JW
CHECKED:	SW
JOB NO.	1500090

SHEET TITLE	SHEET
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CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS	
CLACKAMAS COUNTY SANDY / OREGON	4 OF 8

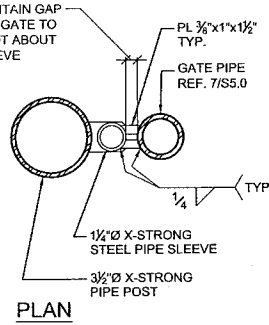
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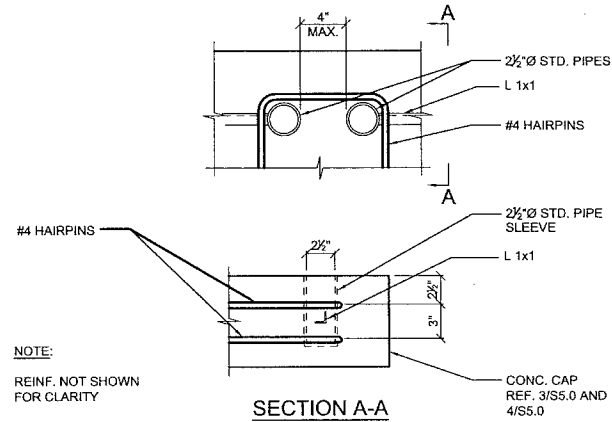
ELEVATION



SECTION A-A

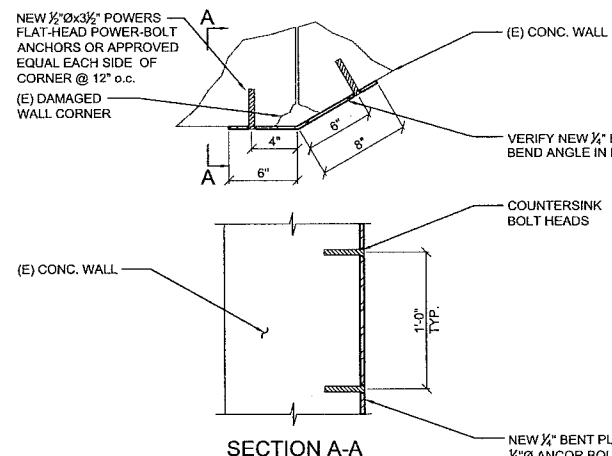


PLAN



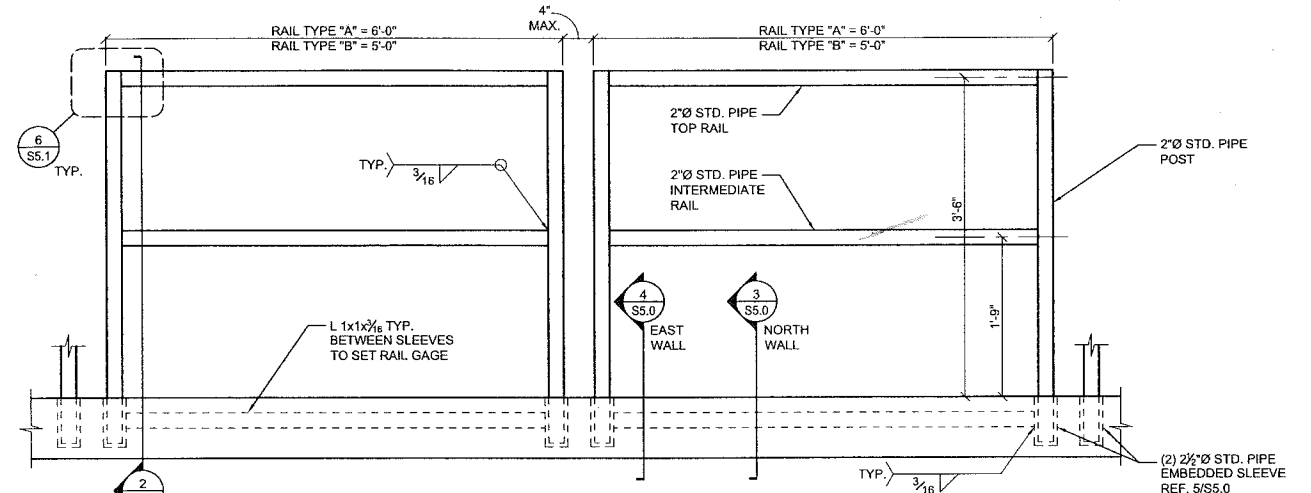
SECTION A-A

5 EMBEDDED POST SLEEVE  
1 1/2"=1'-0"



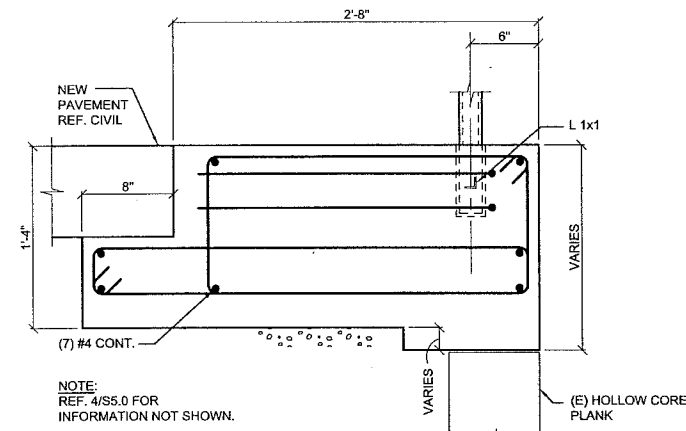
SECTION A-A

6 CORNER ARMOR PL DETAIL  
1 1/2"=1'-0"

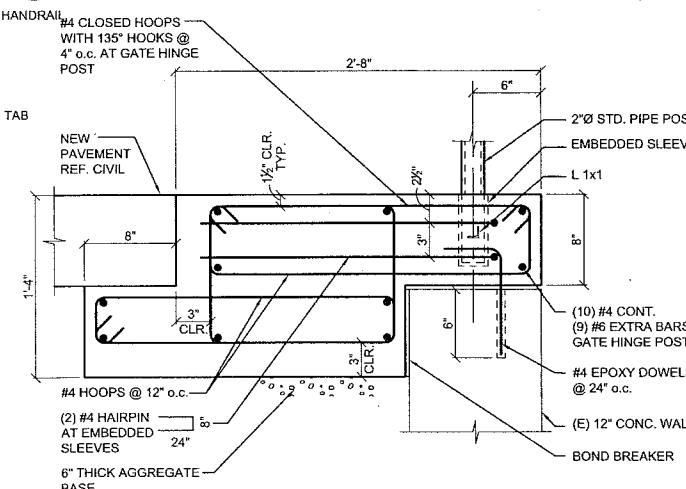


TYP. RAIL ELEVATION

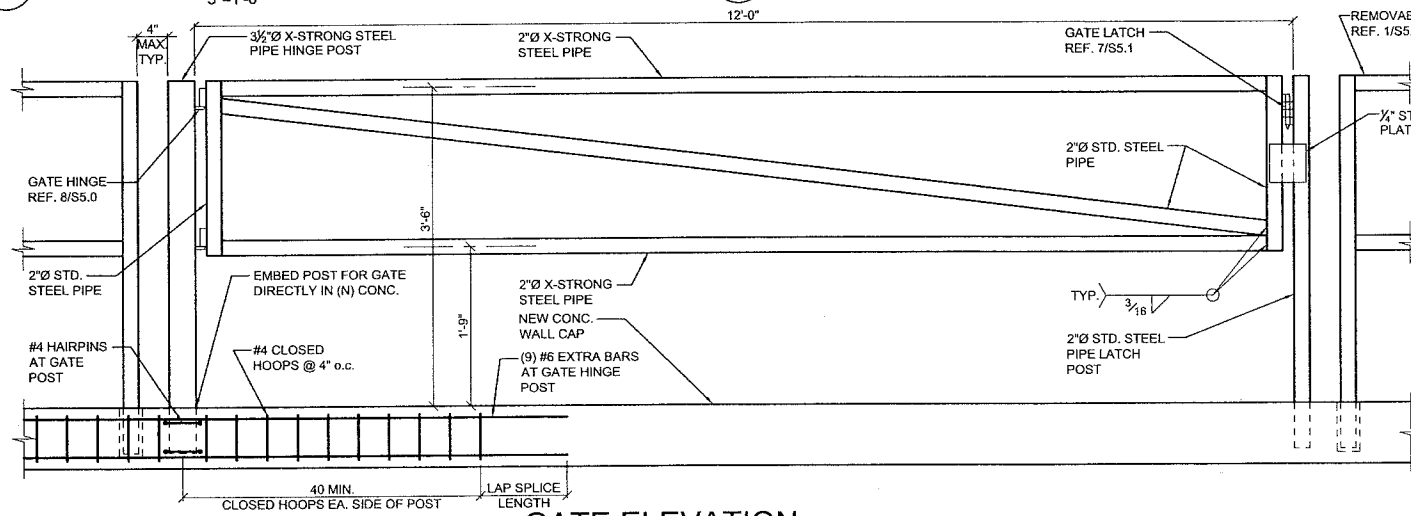
1 1"=1'-0"



3 WALL CAP DETAIL AT NORTH WALL  
1 1/2"=1'-0"

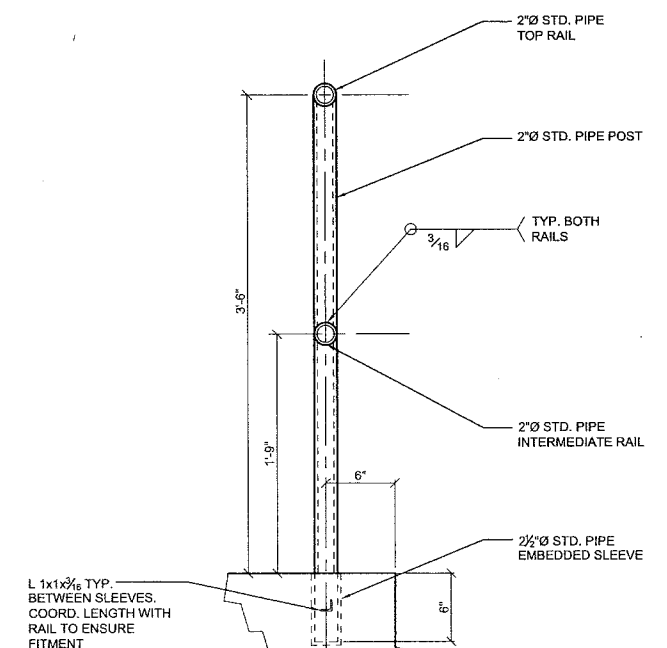


4 WALL CAP DETAIL AT EAST WALL  
1 1/2"=1'-0"



GATE ELEVATION

7 1"=1'-0"



TYP. RAIL SECTION

2 1 1/2"=1'-0"

REVISIONS

REV.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			



DATE:	11/16/2016
SCALE:	AS SHOWN
DRAWN:	JW
CHECKED:	SW
JOB NO.	1500090

SHEET TITLE

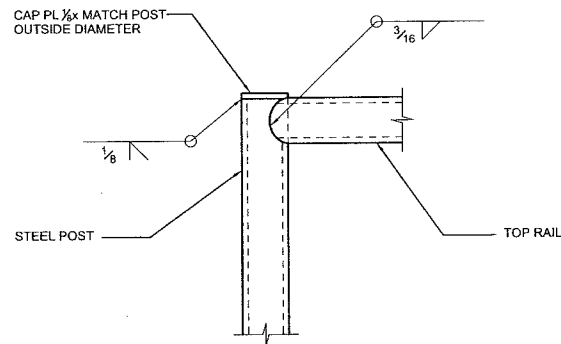
DETAILS  
CLACKAMAS COUNTY TRANSFER  
STATION IMPROVEMENTS  
CLACKAMAS COUNTY  
SANDY / OREGON

SHEET

S5.0  
5 OF 8

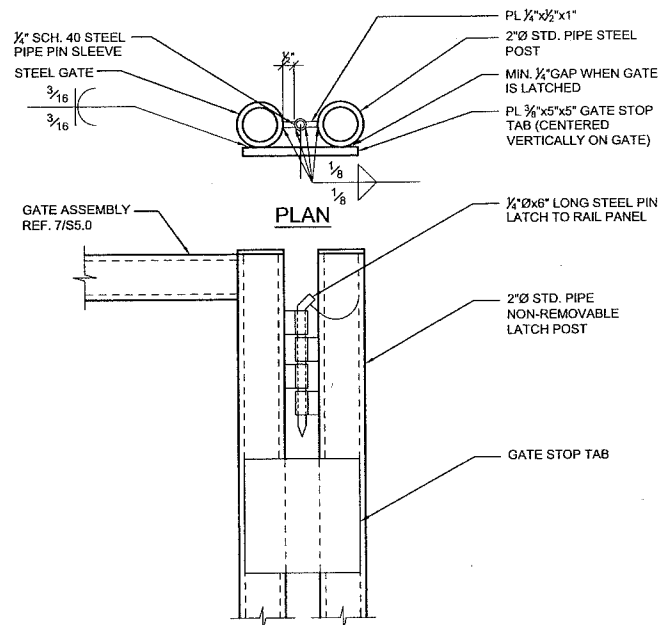


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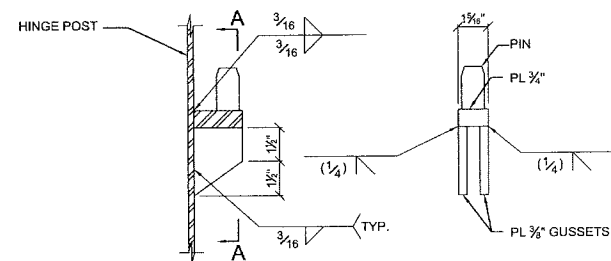
6 RAIL TO POST CONN.

3"=1'-0"



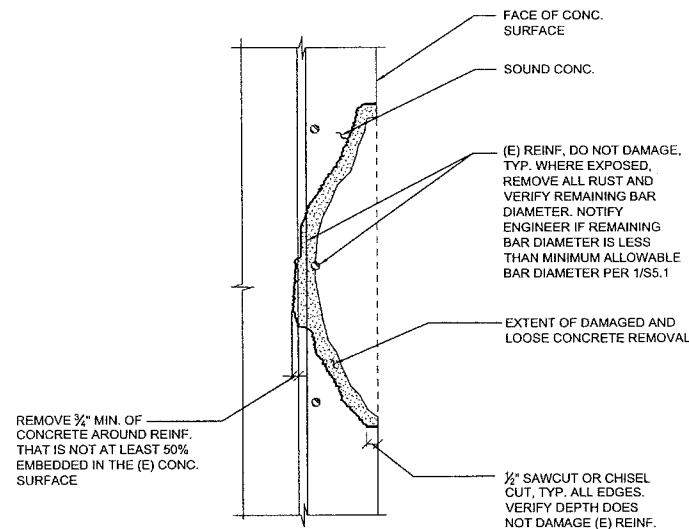
7 GATE LATCH ASSEMBLY

3"=1'-0"

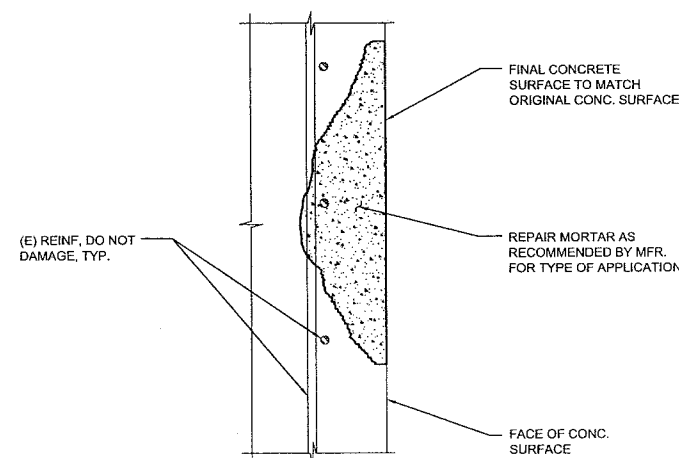


8 HINGE DETAIL

3"=1'-0"

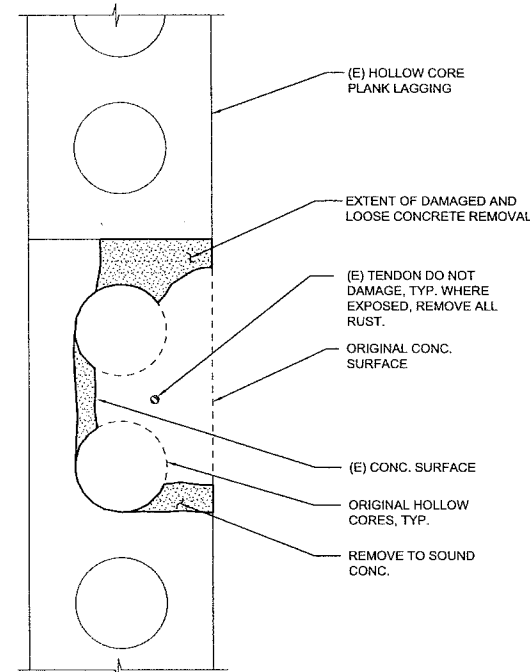


STAGE 1

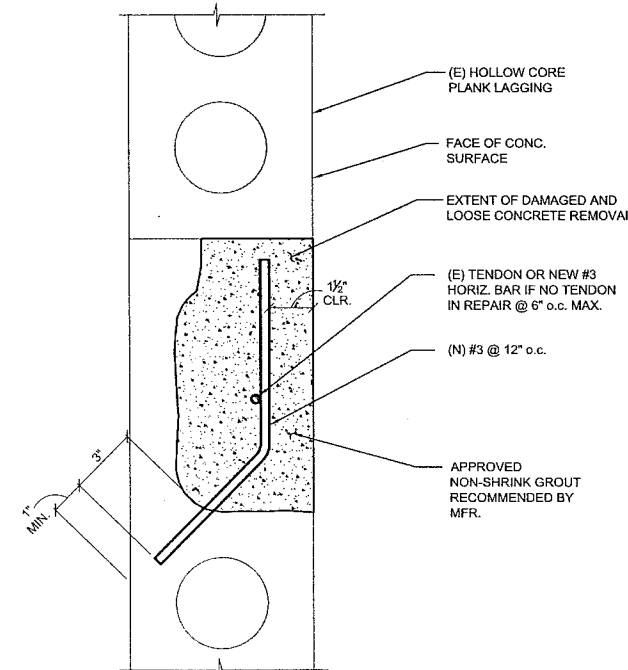


STAGE 2

NOTE:  
1. REF. 2/S5.1 FOR TYPICAL CONCRETE REPAIR PROCEDURE.



STAGE 1



STAGE 2

ALLOWABLE DIAMETER SCHEDULE

ORIGINAL BAR SIZE	UNDAMAGED BAR DIAMETER	MINIMUM ALLOWABLE BAR DIAMETER AFTER REMOVING RUST
#4	0.500"	0.49"
#5	0.625"	0.61"
#6	0.750"	0.73"

NOTES:

1. NOTIFY ENGINEER IF BAR DIAMETER IS LESS THAN THE MINIMUM ALLOWABLE BAR DIAMETER INDICATED, AFTER REMOVING RUST.
2. NOTIFY ENGINEER IF BAR SIZES NOT SHOWN IN SCHEDULE ARE ENCOUNTERED FOR MINIMUM ALLOWABLE BAR DIAMETERS.

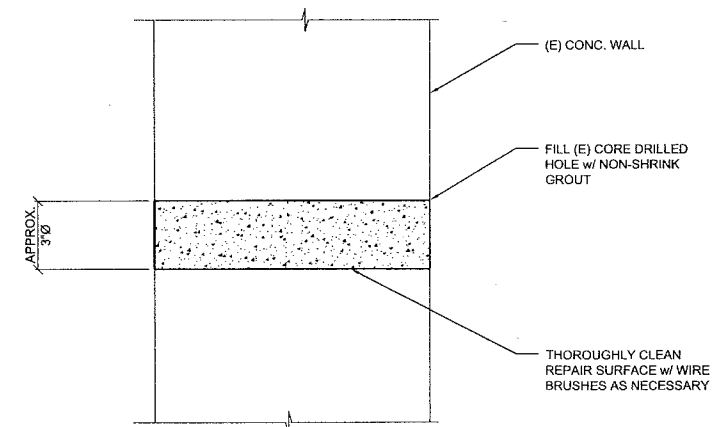
1 ALLOWABLE BAR DIAMETER SCHEDULE

3"=1'-0"

CONCRETE REPAIR PROCEDURE:

1. REMOVE ALL DAMAGED AND LOOSE CONCRETE FROM REPAIR SURFACES.
2. USE A STIFF WIRE BRUSH OR BLAST CLEAN TO REMOVE ALL RUST FROM REINFORCING STEEL.
3. THOROUGHLY CLEAN ALL REPAIR SURFACES AND SURROUNDING AREA WHERE SHALLOW CONCRETE COVER OCCURS OR IS SUSPECTED, REMOVING ALL PAINT AND DIRT FROM CONCRETE SURFACES WITH SANDERS, GRINDERS, AND SCRAPERS (AS REQUIRED) THEN THOROUGHLY CLEAN DIRT AND DUST FROM SURFACES WITH WATER BLASTER OR SCRUBBING BRUSHES AS NECESSARY.
4. WET ALL CONCRETE AND REINFORCING STEEL SURFACES AND THEN REMOVE EXCESS WATER TO PROVIDE "SATURATED SURFACE DRY" CONDITIONS.
5. APPLY APPROVED NON-SHRINK REPAIR MORTAR (FOLLOW MANUFACTURER'S RECOMMENDATIONS), (5000 PSI MIN. 28 DAY COMPRESSIVE STRENGTH)
6. CURE FORTIFIED MORTAR REPAIRS PER MANUFACTURER'S RECOMMENDATIONS.

2 CONCRETE AND HOLLOW CORE PLANK REPAIR PROCEDURE



3 CORE DRILLED HOLE REPAIR

3"=1'-0"

4 HOLLOW CORE PLANK REPAIR

3"=1'-0"

5 TYPICAL CONCRETE SURFACE REPAIR

3"=1'-0"

REVISIONS

REV.	DATE	BY	DESCRIPTION
Δ			

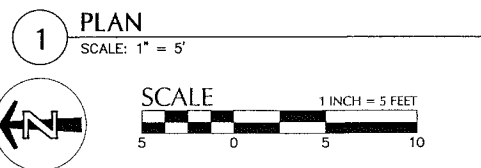
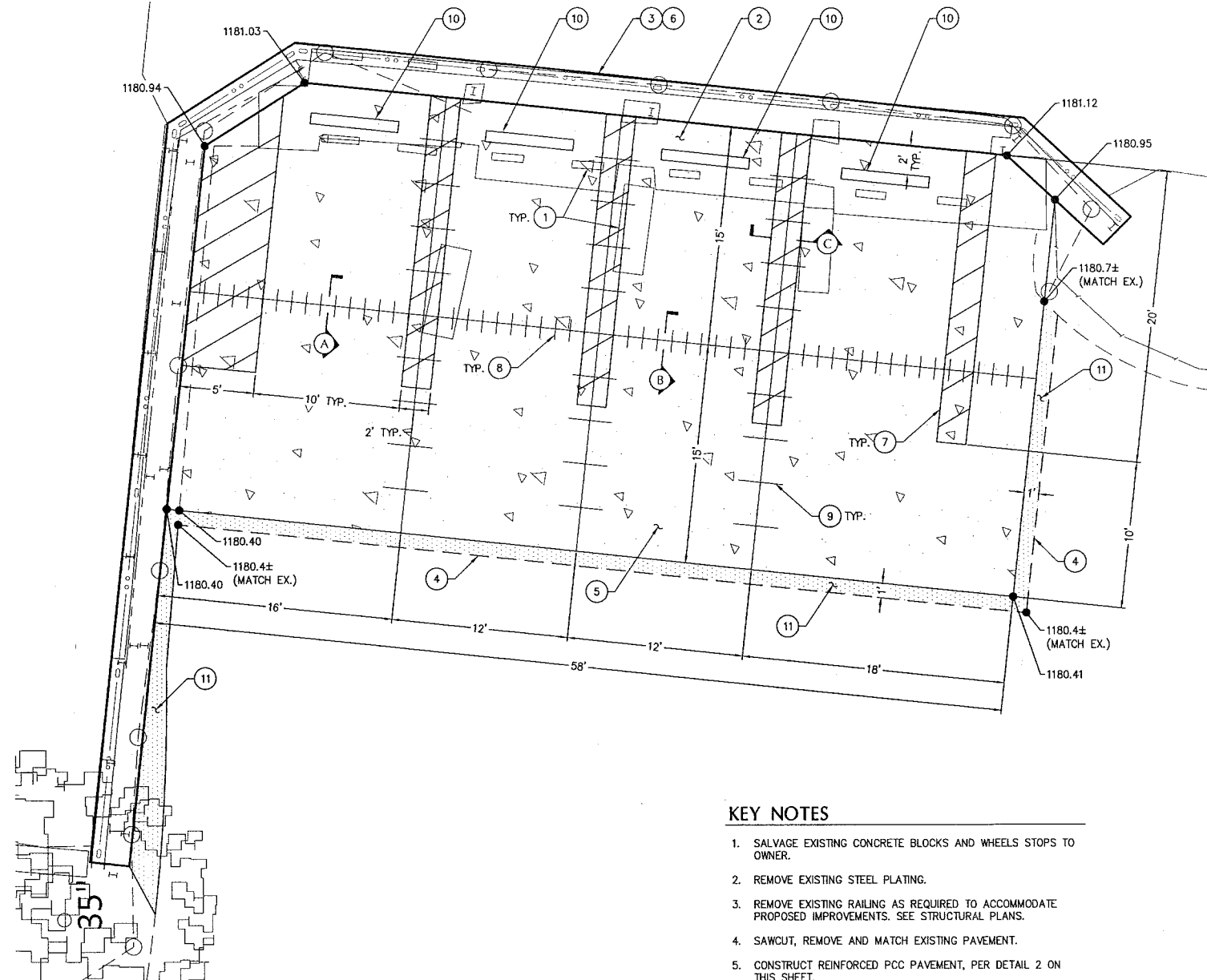


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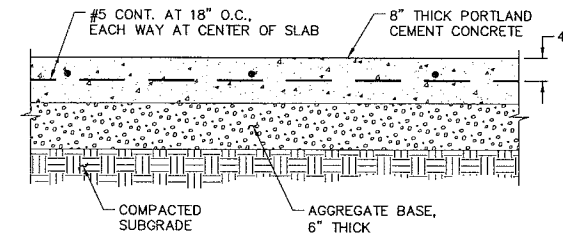
DATE:	11/16/2016
SCALE:	AS SHOWN
DRAWN:	JW
CHECKED:	SW
JOB NO.	1500090

SHEET TITLE	DETAILS	SHEET
CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS		S5.1
CLACKAMAS COUNTY SANDY / OREGON		6 OF 8



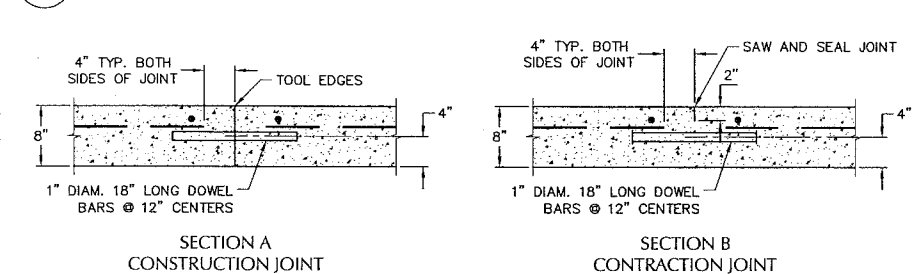
#### KEY NOTES

1. SALVAGE EXISTING CONCRETE BLOCKS AND WHEELS STOPS TO OWNER.
2. REMOVE EXISTING STEEL PLATING.
3. REMOVE EXISTING RAILING AS REQUIRED TO ACCOMMODATE PROPOSED IMPROVEMENTS. SEE STRUCTURAL PLANS.
4. SAWCUT, REMOVE AND MATCH EXISTING PAVEMENT.
5. CONSTRUCT REINFORCED PCC PAVEMENT, PER DETAIL 2 ON THIS SHEET.
6. CONSTRUCT HANDRAIL / BARRIER. SEE STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
7. PLACE 4" WIDE WHITE PAINT LINE STRIPING (OPTIONAL).
8. CONSTRUCT TRANSVERSE JOINT, PER DETAIL 3 ON THIS SHEET.
9. CONSTRUCT LONGITUDINAL JOINT, PER DETAIL 4 ON THIS SHEET.
10. INSTALL PRECAST CONCRETE WHEEL STOP, PER DETAIL 5 ON THIS SHEET.
11. CONSTRUCT 13" AC PAVEMENT REPAIR, PER DETAIL 6 ON THIS SHEET.

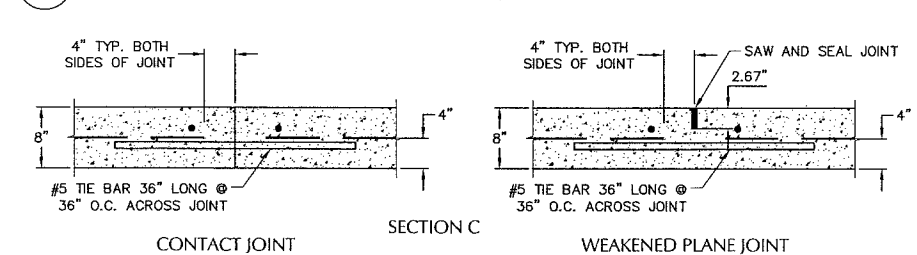


- NOTES:
1. CONSTRUCT CONTRACTION JOINTS AT 15' MAX. SPACING.
  2. PROVIDE COARSE BROOM FINISH.

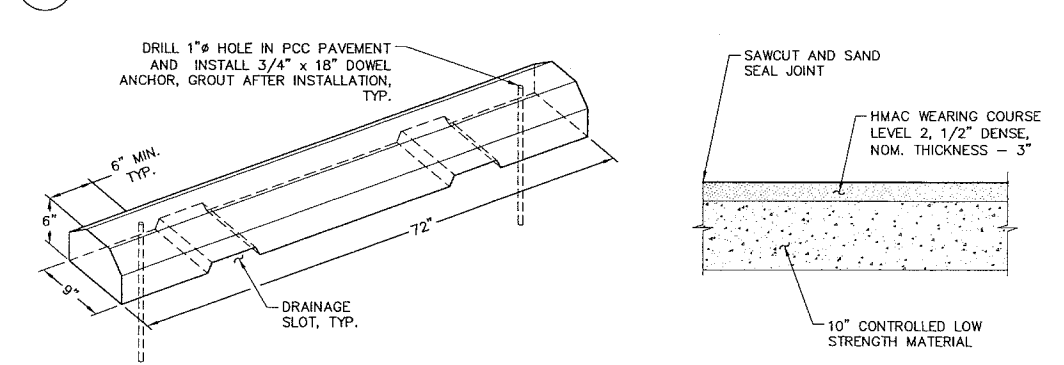
#### 2 REINFORCED PCC PAVEMENT SECTION



#### 3 TRANSVERSE JOINT



#### 4 LONGITUDINAL JOINT



- NOTES:
1. DIMENSIONS ARE NOMINAL AND MAY VARY TO CONFORM TO MANUFACTURER'S PRODUCTS APPROVED BY ENGINEER.

#### 5 PRECAST CONCRETE WHEEL STOP

#### 6 13" ASPHALT CONCRETE PAVEMENT REPAIR

REVISIONS				DATE:	SHEET TITLE	SHEET
REV.	DATE	BY	DESCRIPTION			
				11/16/2016	CIVIL SITE PLAN AND DETAILS CLACKAMAS COUNTY TRANSFER STATION IMPROVEMENTS CLACKAMAS COUNTY SANDY / OREGON	C1.0 7 OF 8
				SCALE: AS SHOWN		
				DRAWN: TK		
				CHECKED: CV		
				JOB NO. 1500090		

TOPOGRAPHIC SURVEY  
LOCATED IN THE NW QUARTER OF SECTION 20  
TOWNSHIP 2 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN  
CLACKAMAS COUNTY, OREGON  
FIELD SURVEYED: MARCH 23, 2016

- NOTES:
- 1.) VERTICAL DATUM: NAVD 88 (OCRS, PORTLAND ZONE)  
ELEVATION WAS ESTABLISHED THROUGH A 3 MINUTE GPS OBSERVATION ON CONTROL POINT NO. 1 USING  
THE OREGON REAL-TIME GPS NETWORK (ORGN).
- 2.) BASIS OF BEARINGS FOR THIS SURVEY IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS),  
PORTLAND ZONE. THE RESULTANT BEARING OF CONTROL POINTS 1 AND 2 BEING NORTH 02°28'01" WEST.
- 3.) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
- 4.) UTILITY LOCATIONS SHOWN ARE PER FIELD LOCATED UTILITY PAINT MARKS & REFERENCE MAPS MADE  
AVAILABLE BY THE VARIOUS UTILITY PROVIDERS. UNLESS INDICATED, DEPTHS OF UTILITY LINES ARE NOT  
AVAILABLE. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED (POTHOLED) PRIOR TO CONSTRUCTION.

LEGEND:

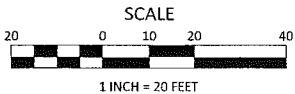
	BUILDING OUTLINE WITH DOOR
	CONCRETE SURFACE
	GRAVEL SURFACE
	ASPHALT SURFACE
	BUILDING OVERHANG
	PIPE RAILING LINE
	TEMPORARY CONSTRUCTION FENCE LINE
	HAND RAIL WITH POSTS
	TREE CANOPY
	SIGN
	BOLLARD
	ELECTRICAL METER
	ELECTRICAL CABINET
	TRANSFORMER
	OVERHEAD LIGHT
	CATCH BASIN/AREA DRAIN
	SANITARY/STORM CLEAN OUT
	STORM STRUCTURE #
	FIRE DEPARTMENT CONNECT
	HOSE BIB
	DECIDUOUS TREE
	PERIMETER REPRESENTS DRIPLINE
	H BEAM
	PROJECT CONTROL POINT
	SPOT ELEVATION

PROJECT CONTROL:

STATION	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	MAG NAIL W/ WASHER "KPFF CONTROL"	121588.50	463033.95	1174.18'
2	MAG NAIL W/ WASHER "KPFF CONTROL"	121766.03	463026.30	1169.66'

STORM TABLE:

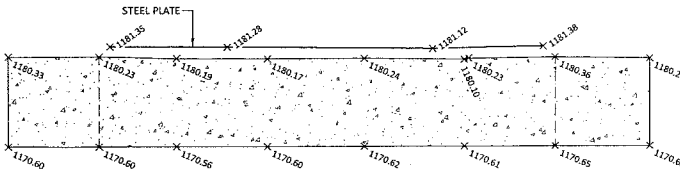
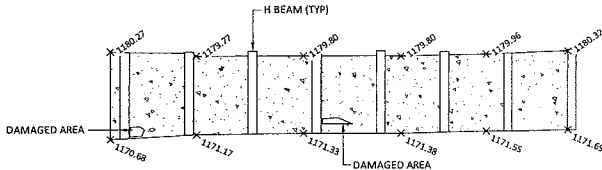
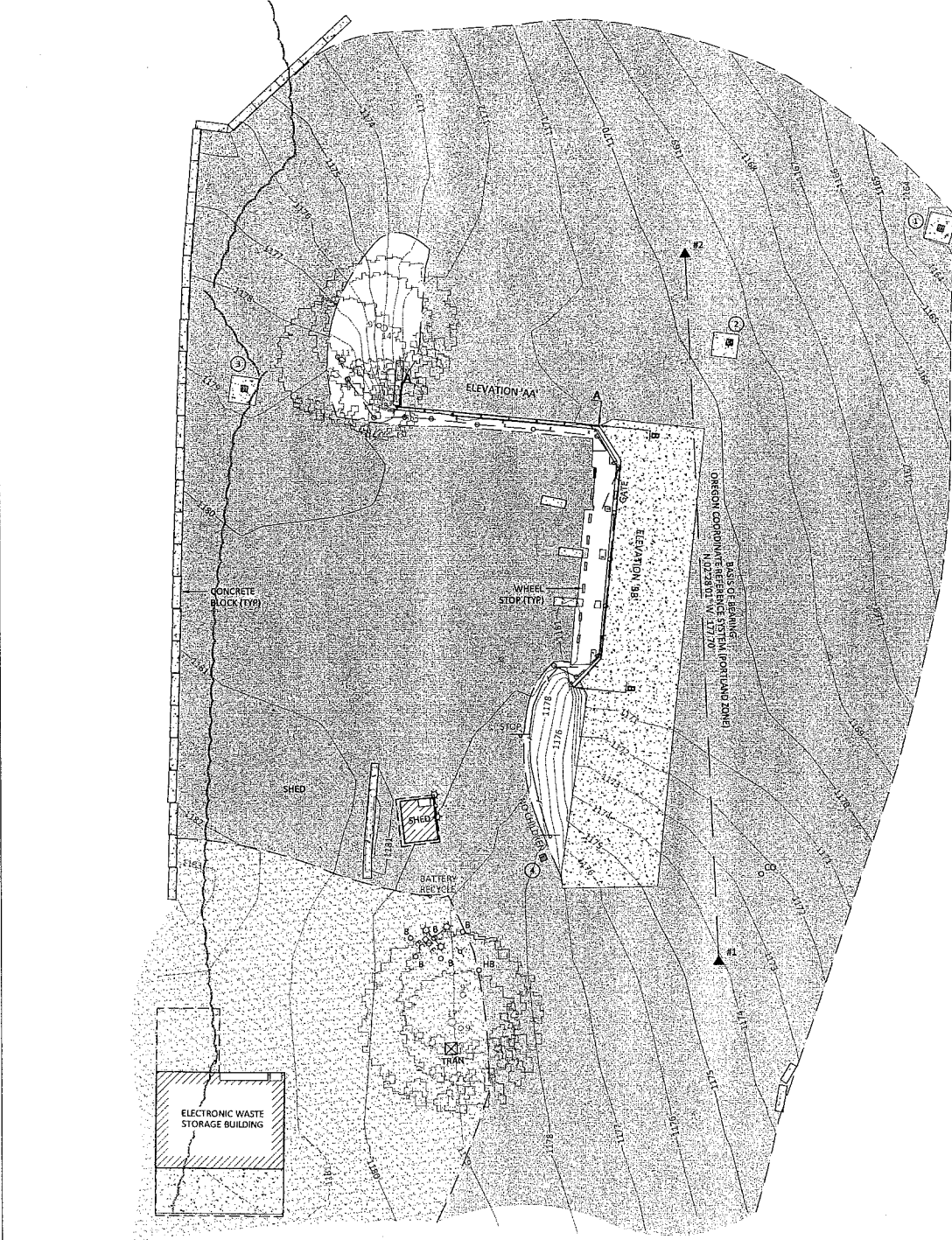
- 1 CATCH BASIN  
RIM = 1162.74'  
UNABLE TO MEASURE  
FILTER FABRIC
- 2 CATCH BASIN  
RIM = 1169.24'  
UNABLE TO MEASURE  
FILTER FABRIC
- 3 CATCH BASIN  
RIM = 1178.70'  
UNABLE TO MEASURE  
FILTER FABRIC
- 4 CATCH BASIN  
RIM = 1177.84'  
UNABLE TO MEASURE  
FILTER FABRIC



JOB NO. 1500090

**kpff**

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REVISIONS

REV.	DATE	BY	DESCRIPTION
1	11/14/16	By: nlopez	

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JUNE 30, 1997  
TROY T. TETSUKA  
2841  
EXPIRES 6/30/18

**kpff**

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DATE: 11/16/2016  
SCALE: AS SHOWN  
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JOB NO. 1500090

SHEET TITLE

EXISTING CONDITIONS

CLACKAMAS COUNTY TRANSFER  
STATION IMPROVEMENTS  
CLACKAMAS COUNTY  
SANDY / OREGON

SHEET

C1.1

8 OF 8

File: S:\p\315003\1500090-CC-Transfer-Center\DWG\20160328-1500090\_SB.dwg TAB: 22x34  
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