

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 Beavercreek Road Oregon City, OR 97045

June 15, 2023 BCC Agenda Date/Item: _____

Board of County Commissioners Clackamas County

Approval of a Guaranteed Maximum Price Amendment to a Contract with P&C Construction for construction of Gladstone Library. Amendment value is \$6,978,163, contract value is increased to is \$7,342,900. Funding through County ARPA, State ARPA and \$2.4MM in budgeted County General Funds.

Previous Board	5/17/23: Policy Sess	5/17/23: Policy Session, Board approved \$900,000 in additional						
Action/Review	funding for the Glads	funding for the Gladstone and Oak Lodge Public Libraries.						
Performance	This project aligns wi	This project aligns with the Vibrant Economy Goal: It provides						
Clackamas	services to residents	ent, public spaces, and common, businesses, visitors, and parer in healthy and vibrant comm	tners so they					
Counsel Review	Yes, ARN	Yes, ARN Procurement Review Yes						
Contact Person	Jason Varga Contact Phone (503) 351- 4012							

EXECUTIVE SUMMARY: At the May 17, 2023 Policy Session the Board approved additional funding for both the Gladstone and Oak Lodge Libraries to fully fund each project and allow for construction to begin. This contract amendment for P&C Construction includes the cost to build the Gladstone Library only. This amendment is a Guaranteed Maximum Price (GMP) proposal. The cost of this amendment was included in the overall project cost of \$10.05M. P&C Construction is our Construction Manager/General Contractor (CM/GC) for the project. They were selected in September 2021 in a public competitive RFP process. This proposal includes costs based on competitive subcontractor bids.

As directed at the Policy Session, we will fund this contract through County and State ARPA funds. We will only use County General Funds for expenses that are ineligible for ARPA funds.

RECOMMENDATION: Staff recommends approval of this contract.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director Transportation & Development For Filing Use Only

GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONTRACT DOCUMENTS WITH P. & C. CONSTRUCTION CO. FOR OAK LODGE AND GLADSTONE LIBRARY CMGC

Contract #4357

This Guaranteed Maximum Price Amendment, ("GMP Amendment") is entered into between **P. & C. Construction Co.** ("Contractor") and Clackamas County ("Owner") and shall become part of the Contract entered into between both parties on **September 30, 2021** ("Contract"). All capitalized terms in this Contract shall have the meanings identified in the Contract, including the Clackamas County General Conditions for CM/GC Public Improvement Contracts (03/15/2021) ("CM/GC General Conditions").

- 1. Purpose. By issuance of this GMP Amendment, County is hereby authorizing Contractor to provide all necessary Construction Phase Services, pursuant to Section 3 of the Contract, to fully complete the Gladstone Library portion of the Project. This GMP Amendment is strictly for the Gladstone Library. No Construction Phase Services are authorized for the Oak Lodge Library portion of the Project. Contractor's guaranteed maximum price proposal for performance of the Gladstone Library Construction Phase Services is attached hereto as Exhibit I to this GMP Amendment.
- 2. Authorized Construction Phase Services. Contractor will perform all Construction Phase Services necessary to complete the Gladstone Library portion of the Project. Construction Phase Services includes all Work necessary to complete the Gladstone Library portion of the Project, as set forth in the following documents, listed in descending order of precedence, attached and hereby incorporated by reference:
 - **2.1.** Construction Price Estimate 100% Construction Documents, v1.2 4-10-2023
 - 2.2. 2023 Billable Hourly Labor Rates
 - **2.3.** Gladstone Library Clarifications and Assumptions
 Basis for GMP Cost Estimate Base on 100% Construction Documents Drawings
 - **2.4.** 100% Construction Documents List of Documents
- **3. Guaranteed Maximum Price.** The guaranteed maximum price ("GMP") for the Gladstone Library portion of the Project, including the costs of Early Work Amendments #1 and #2, is \$7,342,900.00. The compensation amount authorized by this GMP Amendment for Contractor to complete Construction Phase Services for the Gladstone Library portion of the Project is \$6,978,163.00.

Preconstruction Services Fee \$ 88,780.00

Early Work Amendment #1 \$ 270,054.00

Early Work Amendment #2 \$ 5,903.00 - Gladstone specific work

GMP Amendment \$ 6,978,163.00

- **4.** Contractor's Fee. Pursuant to Section 4.B. of the Contract, the Contractor's Fee shall be the sum of \$ 166,079.00. The Contractor's Fee is included in the GMP.
- 5. Contractor's Contingency. Pursuant to Section 4.K. of the Contract, the GMP includes a separate Contractor's contingency ("Contractor's Contingency") that is for the purpose of covering the cost of work for overages and other unforeseen costs. The Contractor's Contingency is hereby set at 4.5% of the Cost of Work for the Construction Phase Services for a Construction Contingency of \$284,234.00. The Contractor's Contingency shall be controlled by the Contractor provided, however, that all unspent funds shall accrue to the benefit of the Owner. Usage of the Contractor's Contingency is subject to the terms and conditions set forth in the Contract Documents, including but not limited to limitations on the markup rate for subcontracted work or self-performed work.
- **6. Bond Requirements.** In accordance with Section 9 of the Agreement, Contractor shall provide a performance bond and payment bond each in the amount of the authorized GMP. Such bonds shall

be provided on the forms in Exhibit J to this GMP Amendment, attached and hereby incorporated by reference.

7. **GMP Contract Times.** Contractor shall perform all Construction Phase Services necessary to complete the Gladstone Library portion of the Project by the following Contract Times:

7.1. Substantial Completion: May 30, 20247.2. Final Completion: June 30, 2024

8. Liquidated Damages. Time is of the essence for the completion of the Construction Phase Services by the Contract Times outlined in Paragraph 7 above. Failure of Contractor to meet those Contract Times, the County may (at its discretion) impose liquidated damages according to the schedule below. As used below, an extension means an extension of time to complete the Construction Phase Services by an additional thirty (30) days.

EXTENSION REQUESTED PENALTY PER EXTENSION
Extension #1 through #4: \$5,000
Extension #5 through #7: \$7,500
Extension #8 and beyond: \$10,000

The Contractor must provide notice to the County in writing (via email to the County contact) at least ten (10) days prior to the Contract Time deadline of its intent to use a thirty (30) day extension. The County may, at its discretion, impose liquidated damages for each additional extension as described above. All requests for extension must be for thirty (30) day increments.

- **9. Insurance Certificates.** In accordance with Section G.3 of the General Conditions for CMGC Public Improvement Contracts, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured.
- **10. Applicability of Contract Document Terms and Conditions.** Construction Phase Services authorized under this GMP Amendment are subject to all terms and conditions set forth in the Contract Documents.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this GMP Amendment, effective upon the date of the last signature below.

P. &. C. Construction Co	.	Clackamas County	
Authorized Signature	Date	Chair	
Printed Name		Recording Secretary	
		Date	
		Approved as to Form:	
		County Counsel	Date

Exhibit I



37

Project: Gla

Gladstone Library GMP Estimate V1.2 4-10-2023

Location: Gladstone, OR

С	ONSTRU	JCTION GMP ESTIMATE - 100% CONSTRU DOCUMENTS	ICTION	Alternates					
Line #	Division	Description	TOTAL COST	Alt.01: Additional Solar PV Array	Alt.02: Temporary Generator Connection	Alt.03: Rollershades change to motorized	Alt.04: Change to Polished Concrete		
1	01	GENERAL REQUIREMENTS	\$808,585	\$0	\$0	\$0	\$0		
2	02	EXISTING CONDITIONS	\$71,743	\$0	\$0	\$0	\$0		
3	03	CONCRETE	\$491,341	\$0	\$0	\$0	\$0		
4	04	MASONRY	\$44,500	\$0	\$0	\$0	\$0		
5	05	METALS	\$566,833	\$0	\$0	\$0	\$0		
6	06	WOOD, PLASTICS, & COMPOSITES	\$235,798	\$0	\$0	\$0	\$0		
7	07	THERMAL & MOISTURE PROTECTION	\$854,702	\$10,000	\$0	\$0	\$0		
8	08	DOORS & WINDOWS	\$378,525	\$0	\$0	\$0	\$0		
9	09	FINISHES	\$738,130	\$0	\$0	\$0	\$11,346		
10	10	SPECIALTIES	\$56,486	\$0	\$0	\$0	\$0		
11	11	EQUIPMENT	\$5,047	\$0	\$0	\$0	\$0		
12	12	FURNISHINGS	\$12,357	\$0	\$0	\$6,810	\$0		
13	21	FIRE SUPPRESSION	\$56,000	\$0	\$0	\$0	\$0		
14	22	PLUMBING	\$165,000	\$0	\$0	\$0	\$0		
15	23	HEATING, VENTILLATING & AIR CONDITIONING	\$437,180	\$0	\$0	\$0	\$0		
16	26	ELECTRICAL	\$531,410	\$0	\$0	\$4,110	\$0		
17	27	COMMUNICATIONS	\$95,885	\$0	\$0	\$0	\$0		
18	28	ELECTRONIC SAFETY & SECURITY	\$90,690	\$0	\$0	\$0	\$0		
19	31	EARTHWORK	\$335,000	\$0	\$0	\$0	\$0		
20	32	EXTERIOR IMPROVEMENTS	\$257,214	\$0	\$0	\$0	\$0		
21	48	ELECTRICAL POWER GENERATION	\$83,875	\$75,000	\$0	\$0	\$0		
22		SUBTOTAL	\$6,316,300	\$85,000	\$0	\$10,920	\$11,346		
23		Evolution of Design Contingency @ 0.00%	\$0	\$0	\$0	\$0	\$0		
24		Bidding Contingency @ 0.00%	\$0	\$0	\$0	\$0	\$0		
25		Construction Contingency @ 4.50%	\$284,234	\$3,825	\$0	\$491	\$511		
26		Subtotal - Cost of Work	\$6,600,534	\$88,825	\$0	\$11,411	\$11,857		
27		Builder's Risk Insurance @ 0.60%	\$39,603	\$533	\$0	\$68	\$71		
28		CMGC Liability Insurance @ 1.15%	\$75,906	\$1,021	\$0	\$131	\$136		
29		CMGC Payment and Performance Bonds @ 0.95%	\$62,705	\$844	\$0	\$108	\$113		
30		Total Cost of Work	\$6,778,748	\$91,223	\$0	\$11,720	\$12,177		
31		CM/GC Fee (excl. Insurance & Bonds) @ 2.45%	\$166,079	\$2,235	\$0	\$287	\$298		
32		Subtotal	\$6,944,828	\$93,458	\$0	\$12,007	\$12,475		
33		Corporate Activity Tax (CAT) @ 0.48%	\$33,335	\$449	\$0	\$58	\$60		
34		TOTAL GMP ESTIMATE AMOUNT	\$6,978,163	\$93,907	\$0	\$12,064	\$12,535		
35		Unit Cost per S.F.	\$1,122.61						
36		S.F. of Area	6,216	0	0	0	0		

Page 1 of 1 Print 4/10/2023 1:17:28PM

\$0

OWNER'S STATED BUDGET FOR CONSTRUCTION



Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Price	Sub Amount	Total Amount
01 00 00.00		GENERAL REQUIREMENTS						
	01 10 00.00	General Conditions						
		General Conditions RFP Response	11.00 mo	0	0	55,450.00 /mo	609,950	609,950
		Final Cleaning - Gladstone Library	6,216.00 sf	-	-	1.55 /sf	9,635	9,635
		General Conditions					619,585	619,585
	01 20 00.00	Site Logistics						
		Logistics - forklift and dumpsters	1.00 ls	-	-	54,000.00 /ls	54,000	54,000
		Logistics - site and building protections	1.00 ls	120,000	15,000	/ls		135,00
		Site Logistics		120,000	15,000		54,000	189,00
		GENERAL REQUIREMENTS		120,000	15,000		673,585	808,58
02 00 00.00		EXISTING CONDITIONS						
	02 21 00.00	Survey						
		Survey	1.00 ls	-	-	16,743.00 /ls	16,743	16,74
		Survey					16,743	16,74
	02 41 19.00	Selective Demolition						
		Decommission UST (2 tanks by PBS)	1.00 allow	-	3,000	52,000.00 /allow	52,000	55,00
		Selective Demolition			3,000		52,000	55,00
		EXISTING CONDITIONS			3,000		68,743	71,74
03 00 00.00		CONCRETE						
	03 30 00.00	Footings, Foundations & Slabs						
		Concrete Building Work - Sub	1.00 ls	-	-	491,341.00 /ls	491,341	491,34
		Footings, Foundations & Slabs					491,341	491,34
		CONCRETE					491,341	491,34
04 00 00.00		MASONRY						
	04 22 00.00	СМИ						
		CMU Masonry - Shear Walls	1.00 ls	-	-	44,500.00 /ls	44,500	44,50
		СМИ					44,500	44,50
		MASONRY					44,500	44,50
05 00 00.00		METALS						
	05 12 00.00	Structural Steel Framing						
		Structural/misc Steel & decking - Fabricate, Supply and Erect	1.00 ls	-	466,971	99,862.00 /ls	99,862	566,83
		Structural Steel Framing			466,971		99,862	566,83
		METALS			466,971		99,862	566,83
06 00 00.00		WOOD, PLASTICS, & COMPOSITES						
	06 10 00.00	Rough Carpentry Framing						
		Rough Carpentry - Backing & blocking	1.00 ls	-	-	70,798.00 /ls	70,798	70,79
		Rough Carpentry Framing					70,798	70,79
	06 40 00.00	Casework & Cabinets						
		Millwork & Casework	1.00 ls	-	-	165,000.00 /ls	165,000	165,00
		Casework & Cabinets					165,000	165,00
		WOOD, PLASTICS, & COMPOSITES					235,798	235,79
07 00 00.00		THERMAL & MOISTURE PROTECTION						
	07 17 13.00	Waterproofing						
		Waterproofing - Joint Sealants	1.00 ls	_		31,240.00 /ls	31,240	31,24



	Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Price	Sub Amount	Total Amount
			Waterproofing					31,240	31,240
30		07 42 13.00	Sheet Metal Wall & Soffit Panels						
31			Metal Wall Panels, PMP, Hardi Siding, Misc Flashings, Comfortboard, WRB	1.00 ls	-	-	487,875.00 /ls	487,875	487,875
			Sheet Metal Wall & Soffit Panels					487,875	487,875
32		07 51 00.00	Built-Up Bituminous Roofing						
33			Built Up Roofing - SBS, R30, Tapered Insul, Walk Pads, 20-Year Warranty	1.00 ls	-	-	239,900.00 /ls	239,900	239,900
			Built-Up Bituminous Roofing					239,900	239,900
34		07 72 00.00	Roof Accessories						
35			Roof Hatch - 36"X96" - Hatch and Railing	1.00 ea	348	6,000	/ea		6,348
36			Drop Down Stair 1 (fire station)	1.00 ea		10,000	-	-	10,000
37			Roof Tie Off Anchor System	1.00 allow			32,010.00 /allow	32,010	32,010
			Roof Accessories		348	16,000		32,010	48,358
38		07 81 00.00	Applied Fireproofing						
39			Fireproofing - Intumescent	1.00 ls	-	-	27,700.00 /ls	27,700	27,700
			Applied Fireproofing					27,700	27,700
40		07 95 13.00	Expansion Joint Control						
41			Expansion Joints- F&I - Butyl/Neoprene - 5" Opening + Roof to Wall	1.00 ls	-	-	19,629.00 /ls	19,629	19,629
			Expansion Joint Control					19,629	19,629
			THERMAL & MOISTURE PROTECTION		348	16,000		838,354	854,702
42	08 00 00.00		DOORS & WINDOWS						
43		08 11 13.00	Doors & Hardware						
44			Doors, Frames & Hardware - Supply Only	1.00 ls	-	75,000	/ls		75,000
45			Doors, Frames & Hardware - Install Only	1.00 ls		-	3,525.00 /ls	3,525	3,525
			Doors & Hardware			75,000		3,525	78,525
46		08 41 13.00	Aluminum Storefront Systems			,			
47			Aluminum Storefront	1.00 ls	-	-	300,000.00 /ls	300,000	300,000
			Aluminum Storefront Systems					300,000	300,000
			DOORS & WINDOWS			75,000		303,525	378,525
48	09 00 00.00		FINISHES			. 0,000		000,020	0.0,020
49	03 00 00.00	09 21 16.00	Gypsum Board Assemblies						
49 50		09 21 16.00	† * ·	1.00 ls			650,000.00 /ls	650,000	650,000
50			Gypsum Board Assemblies, Ceilings, Insulation, FRP, Stucco, AWP Gypsum Board Assemblies	1.00 IS	-	-	050,000.00 //8	650,000	650,000
51		09 30 00.00	Tiling					650,000	650,000
52		09 30 00.00	Tile Sub	1.00 ls			8,699.00 /ls	8,699	8,699
32			Tiling	1.00 15	-	-	0,099.00 //5	8,699	8,699
53		09 65 00.00	Resilient Flooring					8,039	0,099
54		03 03 00.00	Rubber Base (1/8") - Straight/Cove - 4"	1.00 ls	_	_	1,989.00 /ls	1,989	1,989
0-1			Resilient Flooring	1.00 15			1,000.00 //0	1,989	1,989
55		09 67 00.00	Fluid Applied Flooring					1,303	1,303
56		25 0. 00.00	Sealed Concrete CONC-2 (Scrub & Seal)	1.00 ls	_	_	10,292.00 /ls	10,292	10,292
00			Fluid Applied Flooring	1.00 13	[٦	10,202.00 /13	10,292	10,292
57		09 68 00.00	Carpeting					10,202	10,232
58		22 00 00.00	Carpeting & WOM	1.00 ls	_	_	19,960.00 /ls	19,960	19,960
50			Carpeting	1.00 13	-	-	10,000.00 /10	19,960	19,960
59		09 91 23.00	Painting					10,300	10,300
60		2. 2. 20.30	Painting and intumescent paint	1.00 ls	_	10.000	37.190.00 /ls	37.190	47.190
		1		Dogo 2		.5,500	31,100.00 //0	3.,100	,100



Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Price	Sub Amount	Total Amount
		Painting			10,000		37,190	47,190
		FINISHES			10,000		728,130	738,130
1 10 00 00.00		SPECIALTIES			,		,	•
2	10 11 00.00	Visual Display Units						
3	10 11 00100	Visual Display Units	1.00 ls	348	3,608	/ls		3,956
4		PHS-1: Picture Hanging System (Stas U-Rail)	88.00 If		.,	25.00 /lf	2,200	2,200
		Visual Display Units		348	3,608		2,200	6,156
5	10 14 00.00	Signage						
6		Signage	1.00 ls	-		34,425.00 /ls	34,425	34,425
		Signage					34,425	34,425
7	10 21 13.00	Toilet Partitions & Cubicles						
8		Cubicle Track & Curtain	1.00 ls			3,925.00 /ls	3,925	3,925
		Toilet Partitions & Cubicles					3,925	3,925
9	10 26 10.00	Wall And Door Protection						
0		Corner Guards Supplied & Installed	1.00 ls	1,305	1,500	/ls		2,805
		Wall And Door Protection		1,305	1,500			2,805
1	10 28 13.00	Toilet Accessories						
2		Toilet Accessories - Supply Only	1.00 ls	-	4,114	/ls		4,114
3		Toilet Accessories - Install Only	1.00 ls	2,088	-	/Is		2,088
		Toilet Accessories		2,088	4,114			6,202
4	10 44 00.00	Fire Protection Specialties						
5		Fire Exting Cabinets - Semi-Recessed - SS Door & Frame	2.00 ea	348	797	/ea		1,145
6		Knox Box (Recessed, Black)	1.00 ea	128	700	/ea		828
,	40 54 42 00	Fire Protection Specialties		476	1,497			1,973
7	10 51 13.00	Lockers Lockers - Metal - One Single Stack of 5	1.00 est			1,000.00 /est	1.000	1,000
•		Lockers	1:00 est	-	-	1,000.00 /est	1,000	1,000
		SPECIALTIES					·	•
				4,217	10,719		41,550	56,486
11 00 00.00		EQUIPMENT						
0	11 52 13.00	Audio-Visual Equipment						
1		Projection Screen - Recessed Clg Mt Electric	1.00 ea	292	3,000	-	-	3,292
_	44 00 00 00	Audio-Visual Equipment		292	3,000			3,292
3	11 82 00.00	Miscellaneous Equipment Thru wall book drop	1.00 ea	255	1,500			1,755
°			1.00 ea	255		-	-	
		Miscellaneous Equipment			1,500			1,755
		EQUIPMENT		547	4,500			5,047
12 00 00.00		FURNISHINGS						
5	12 24 13.00	Window Shades						
6		Shades	1.00 ls	-	-	9,487.00 /ls	9,487	9,487
_		Window Shades					9,487	9,487
7	12 93 00.00	Miscellaneous Furnishings					_	
8		Bike Racks (SS) - 2 Bike (Single Loop)	6.00 ea	-	-	478.33 /ea	2,870	2,870
		Miscellaneous Furnishings					2,870	2,870
		FURNISHINGS					12,357	12,357
21 00 00.00		FIRE SUPPRESSION						



	Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Price	Sub Amount	Total Amount
90		21 13 13.00	Fire Suppression Systems						
91			Fire Protection - with double check inside, no vault	1.00 ls	-	-	56,000.00 /ls	56,000	56,000
			Fire Suppression Systems					56,000	56,000
			FIRE SUPPRESSION					56,000	56,000
92	22 00 00.00		PLUMBING						
93		22 10 00.00	Plumbing						
94			Plumbing	1.00 ls	-	-	165,000.00 /ls	165,000	165,000
			Plumbing					165,000	165,000
			PLUMBING					165,000	165,000
95	23 00 00.00		HEATING, VENTILLATING & AIR CONDITIONING						
96		23 10 00.00	15	1					
97			HVAC - incl controls & Balancing	1.00 ls	-	-	437,180.00 /ls	437,180	437,180
			15					437,180	437,180
			HEATING, VENTILLATING & AIR CONDITIONING					437,180	437,180
98	26 00 00.00		ELECTRICAL						
99		26 10 00.00	Electrical						
100			Electrical & Lighting	1.00 ls	-	-	508,565.00 /ls	508,565	508,565
101			Alt.2 Temporary Generator Connection - ADD	1.00 ls			22,845.00 /ls	22,845	22,845
			Electrical					531,410	531,410
			ELECTRICAL					531,410	531,410
102	27 00 00.00		COMMUNICATIONS						
103		27 13 23.00	Communications Backbone Cabling						
104			Voice/Data Structured Cabling	1.00 ls	-	-	58,670.00 /ls	58,670	58,670
			Communications Backbone Cabling					58,670	58,670
105		27 41 33.00	Audio-Video Systems						
106			A-V System	1.00 ls	-	-	37,215.00 /ls	37,215	37,215
			Audio-Video Systems					37,215	37,215
			COMMUNICATIONS					95,885	95,885
107	28 00 00.00		ELECTRONIC SAFETY & SECURITY						
108		28 13 00.00	Access Control & Intrusion Detection						
109			Access Control & Intrusion Detection	1.00 ls	-	-	55,660.00 /ls	55,660	55,660
			Access Control & Intrusion Detection					55,660	55,660
110		28 23 00.00	Video Surveillance System						
111			Video Surveillance System - CCTV	1.00 ls	-	-	22,745.00 /ls	22,745	22,745
440		20 24 00 00	Video Surveillance System					22,745	22,745
112 113		28 31 00.00	Fire Alarm System	4.00 1-			40 005 00 //-	40.005	40.005
113			Fire Alarm System Fire Alarm System	1.00 ls	_	_	12,285.00 /ls	12,285 12,285	12,285 12,285
			ELECTRONIC SAFETY & SECURITY					90,690	90,690
	24 00 00 00							90,690	90,690
114	31 00 00.00	24 20 00 00	EARTHWORK						
115		31 20 00.00	Earthwork Earthwork & Utilities	1.00.1-			240 000 00 #-	240.000	240,000
116			Earthwork & Utilities Earthwork	1.00 ls	_	0	240,000.00 /ls	240,000 240,000	240,000
117		31 62 00.00	Driven Piles					240,000	240,000
,		2. 02 00.00		Dogo 4					

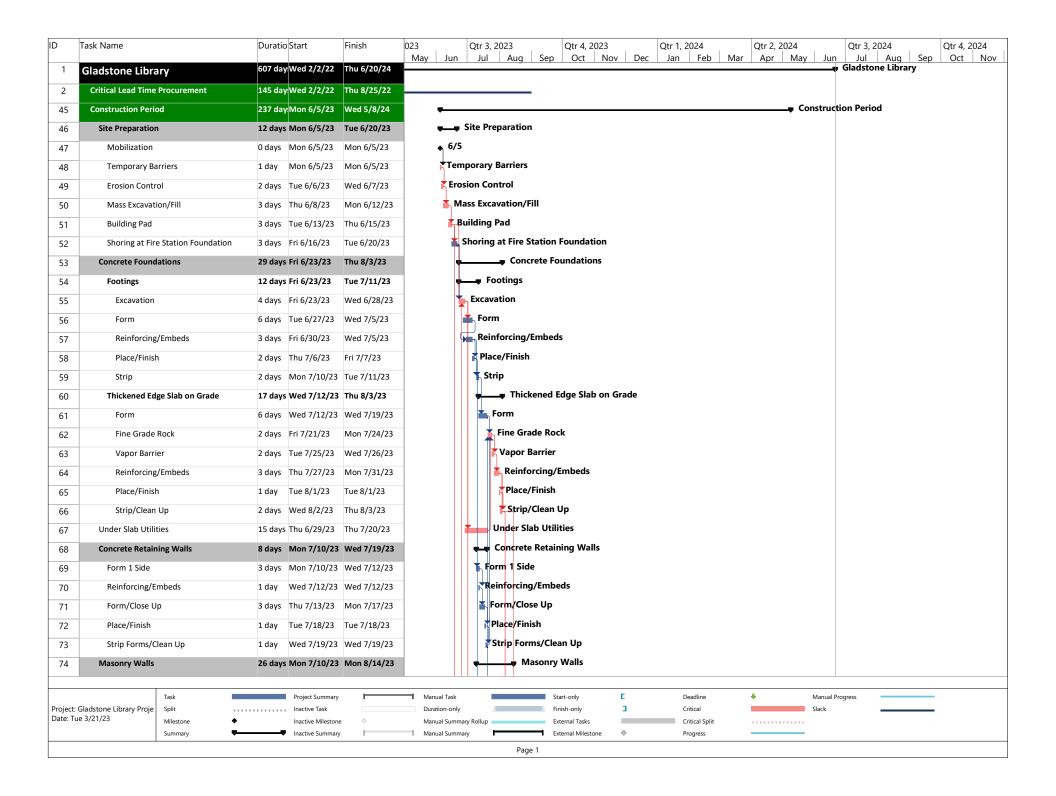


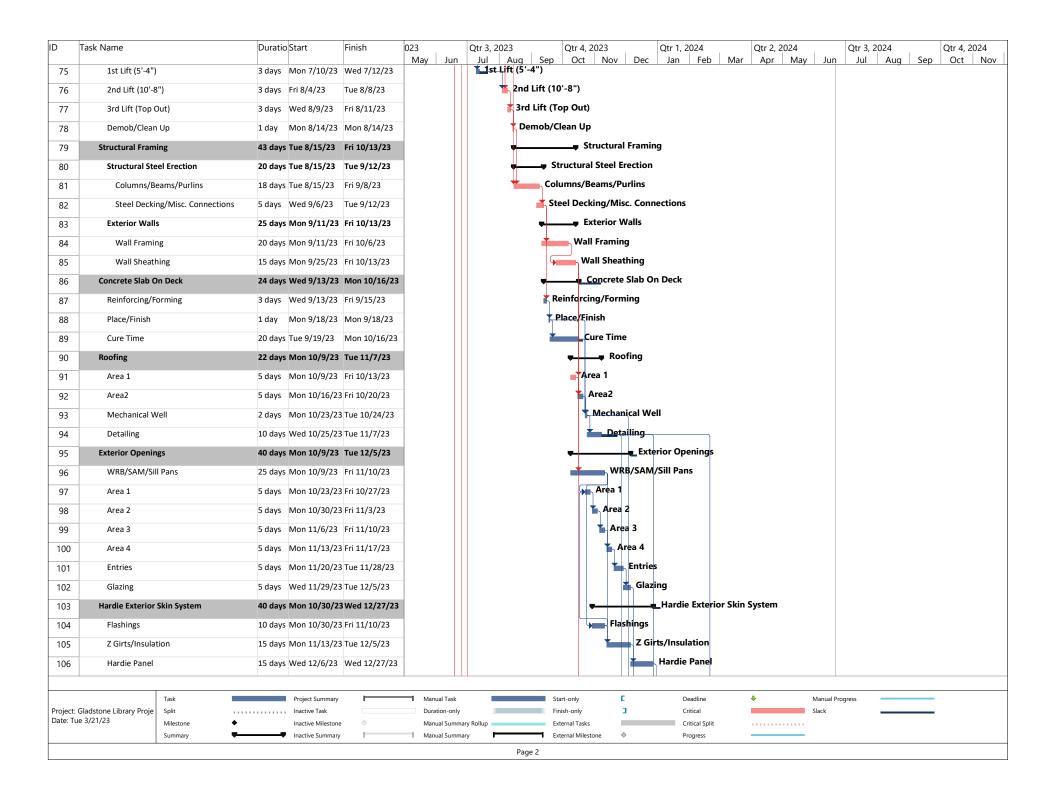
	Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Price	Sub Amount	Total Amount
		31 62 00.00	Driven Piles						
118			Piles and shoring for adjacent properties allowance	1.00 allow	-	15,000	80,000.00 /allow	80,000	95,000
			Driven Piles			15,000		80,000	95,000
			EARTHWORK			15,000		320,000	335,000
119	32 00 00.00		EXTERIOR IMPROVEMENTS						
120		32 12 16.00	Asphalt Concrete Paving						
121			Asphalt Paving (Patching Back Streets)	1.00 ls	-	-	8,000.00 /ls	8,000	8,000
			Asphalt Concrete Paving					8,000	8,000
122		32 16 00.00	Site Concrete						
123			Site Concrete	1.00 ls	-	5,000	147,793.00 /ls	147,793	152,793
			Site Concrete			5,000		147,793	152,793
124		32 17 00.00	Pavement Specialties & Markings						
125			Striping And Signage	1.00 ls	-	-	6,424.00 /ls	6,424	6,424
			Pavement Specialties & Markings					6,424	6,424
126		32 31 00.00	Fences & Gates						
127			Fencing - Chain link at Trash enclosure between Gen & Trash	1.00 allow	-	-	3,000.00 /allow	3,000	3,000
			Fences & Gates					3,000	3,000
128		32 33 00.00	Site Furnishings						
129			Custom Wood Bench - included in steel & finish carp	1.00 Is			-	-	
130		32 90 00.00	Landscape & Irrigation - Planting Areas						
131			Landscape & Irrigation	1.00 ls	-	-	86,997.00 /ls	86,997	86,997
			Landscape & Irrigation - Planting Areas					86,997	86,997
			EXTERIOR IMPROVEMENTS			5,000		252,214	257,214
132	48 00 00.00		ELECTRICAL POWER GENERATION						
133		48 14 00.00	Photo Voltaic Systems						
134			Photo Voltaic Systems	1.00 ls	-	-	83,875.00 /ls	83,875	83,875
			Photo Voltaic Systems					83,875	83,875
			ELECTRICAL POWER GENERATION					83,875	83,875

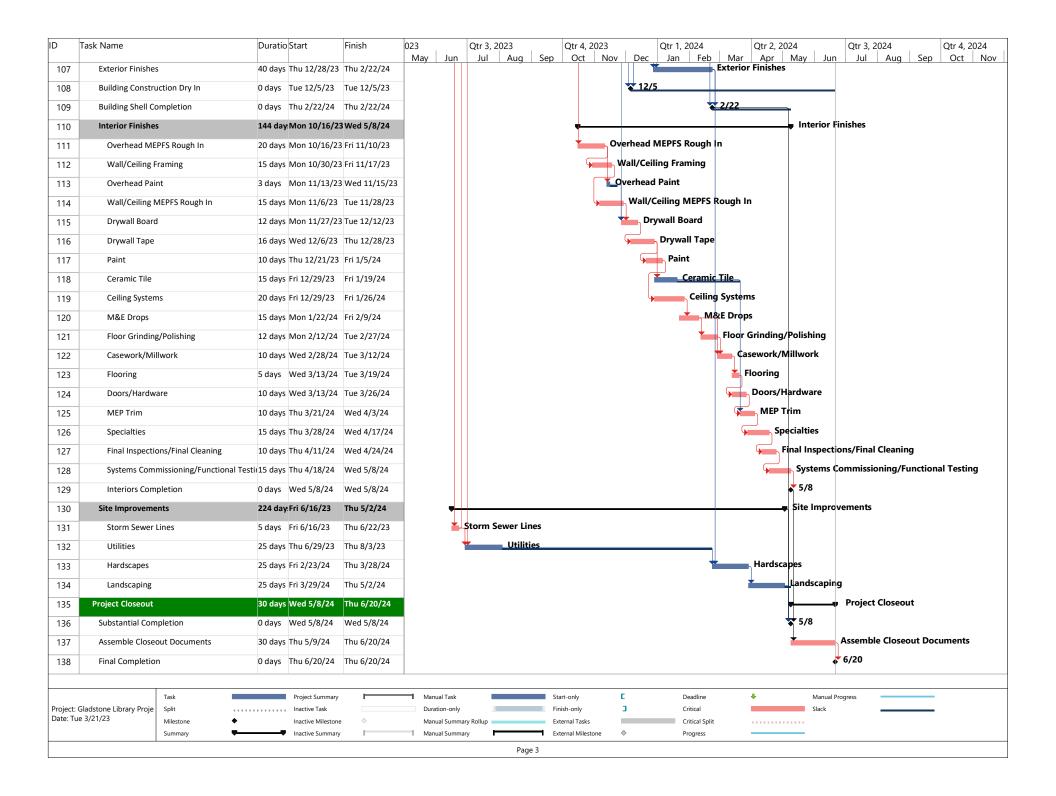


Estimate Totals

Description	Amount	Hours	Rate	Totals
Labor	125,112	13.500 hrs		
Material	621,190			
Subcontract	5,569,999			
Equipment Other				
Subtotal	6,316,300			6,316,300
Subtotal	0,310,300			6,316,300
Evolution of Design Contingency				
Bidding Contingency				
Construction Contingency	284,234		4.500 %	
Subtotal - Cost of Work	284,234			6,600,534
				44
Builder's Risk Insurance	39,603		0.600 %	
CMGC Liability Insurance	75,906		1.150 %	
:MGC Payment and Performance Bonds	62,705		0.950 %	
Total Cost of Work	178,214			6,778,748
CM/GC Fee (excl. Insurance & Bonds)	166,079		2.450 %	
Subtotal	166,079			6,944,828
Corporate Activity Tax (CAT)	33,335		0.480 %	
Total				6,978,163









2023

BILLABLE HOURLY LABOR RATES

Job Title	Assigned Personnel	Billable Rate	OT Rate	DT Rate
P&C Project Executive	Brian Shoemaker	\$157	-	-
P&C Preconstruction Manager / Design Manager	Parker Verhaeghe	\$157	-	-
P&C Chief Estimator	Chana Frederick	\$140	-	-
P&C Resource Manager/Scheduler	Dave VanVleck	\$152	-	-
P&C Senior Project Manager	Parker Verhaeghe	\$133	-	-
P&C Site Superintendent	Brad Esler	\$129	\$181	\$220
P&C Project Manager	Ken Fehringer	\$112	-	-
P&C Safety Director	Rick McMurry	\$152	\$213	\$258
P&C Assistant Superintendent	N/A	\$112	\$157	\$191
P&C On-Site Foreman	N/A	\$100	\$139	\$169
P&C Tradesperson	TBD	\$91	\$128	\$155
P&C Project Engineer	N/A	\$95	-	-
P&C BIM Coordinator	N/A	\$110	\$155	\$188
P&C Support Staff	Various	\$78	\$109	\$133

NOTES:

- 1. Rates Include all labor burdens and dues. As such, they are billable hourly rates to the project.
- 2. Rates do NOT include any tools, equipment, vehicles, mileage reimbursement, or materials required to complete any management and/or on-site work tasks performed by P&C personnel
- 3. Rates do NOT include any CM/GC fee, CM/GC insurance & bonds, or markups for project overhead
- 4. Rates do NOT include any costs associated with premium time for work performed outside of normal working hours established for this project



CLARIFICATIONS AND ASSUMPTIONS

Basis for GMP Cost Estimate based on 100% Construction Document Drawings

March 27, 2023

City of Gladstone and Clackamas County

Re: Gladstone Library Estimate & Clarifications Dated 3/27/23

Dear Client:

Below is the estimate & clarifications for the Gladstone Library Project based upon Opsis Architecture 100% Construction Document Design documents Dated 06/22/2022 and Addendum 1 dated 02/23/23:

Total Amendment Amount: \$6,978,163

- 1. P&C Construction Estimate based on Opsis 100% Construction Documents dated June 22, 2022 and assumes construction activities will commence in June 2023.
- 2. In accordance with the CM/GC contract, all contingencies identified in the GMP Cost Estimate are considered as "Cost of Work" (C.O.W.) Therefore, markups for CM/GC fee, insurance, and bonds are applied to such contingencies.
- 3. The GMP Cost Estimate is itemized into distinct areas of work. NOTE: This is for informational purposes and must be considered FOR REFERENCE ONLY.
- 4. This amendment does not include preconstruction or EWA/Amendment 1 & 2 issued for building demolition and abatement in the amount of \$291,740. The total GMP and change order \$7,269,903.
- 5. Alternate for temp generator is INCLUDED.
- 6. Alternate for NET Zero is an Allowance and rough order of magnitude.
- 7. Builders risk insurance coverage and costs for such are included in the estimate and will be provided by P&C Construction at the rate of 0.60%.
- 8. The GMP estimate includes 0.48% for CM/GC Corporate Activity Tax only. Provisions for subcontractor taxes will be included in their cost proposals.
- 9. The GMP Cost estimate includes the following mark ups on Cost of Work:
 - Liability Insurance coverage provided by P&C at 1.15%
 - Payment and Performance bonds provided by P&C at 0.95%
 - P&C Corporate Overhead and Profit at 2.45%

Costs for Insurance and Performance and Payment Bonds will be invoiced prior to mobilization.



CLARIFICATIONS AND ASSUMPTIONS

Basis for GMP Cost Estimate based on 100% Construction Document Drawings

- 10. Owner shall procure and pay for all plan check fees, building permits, SDC's (if applicable) and any other permit costs required by AHJ's except MEP trade permits which are included. Fees related to the architect or their consultants are also excluded.
- 11. Testing and special inspections services shall be procured and paid for by Owner.
- 12. The GMP estimate assumes all permits will be issued by the AHJ no later than May 29, 2023 and Construction Activities will commence on June 05, 2023. Target Substantial Completion date is May 8th, 2024.
- 13. The GMP Cost Estimate does NOT include any costs, schedule impacts, or contingency dollars for removal and replacement of unsuitable or hazardous soils or 'soft spots.' Such costs (if encountered) shall result in a change order to the GMP. Removal and proper disposal of two tanks on site are included, with soil testing and certifications for tanks being the responsibility of Owner.
- 14. Recent market conditions and supply chain disruptions have created volatility in pricing and escalation challenges for certain products. Escalation will be dealt with on case-by-case basis. Severe escalation where increases would exceed a collective amount of 25% of contractors portion of contingency will be considered an unforeseen condition.
- 15. Labor rates for P&C personnel will be billed as shown on the attached document.
- 16. P&C assumes construction access will be available from adjacent properties, and that access to the adjacent apartments doesn't need to be 100% open for the entire project duration.
- 17. Concrete curbs for HVAC items are not included.
- 18. AISC or IAS certifications for fabrication, erection, and shop painting of steel per $05\,12\,00-1.7$ A-C is not included.
- 19. SSPC-SP 10/NACE No. 2, "Near-White Blast Cleaning" at exposed structural steel locations, per 05 12 00 2.8 B, is typically intended for use in areas exposed to high humidity, chemical atmospheres, marine, and other corrosive environments and is not included.
- 20. Galvanizing of permanently exposed structural steel at the screen truss and mechanical screen per S0.02 line 4 is not included. SSPC-SP6 (commercial blast cleaning) prep per 09 96 00 2.2 D.1.c is not included.
- 21. No special preparation is included on interior steel elements exposed to view per Note 5 on S0.02 XII Structural Steel. No AESS category was defined, and this would require SSPC-SP 6 preparation which is not included for these interior elements.



CLARIFICATIONS AND ASSUMPTIONS

Basis for GMP Cost Estimate based on 100% Construction Document Drawings

- 22. No inclusion for siding/finishes has been made between the new building and adjacent fire station. This gap is only about 5" and does not allow for adequate access needed to install any exterior siding or finish. It is understood that a different exterior finish and/or wall type will be called for at this location. Appropriate credit or addition to the GMP for this change in scope will be addressed at the time of the revised design document(s) being released.
- 23. Temporary conditioning (heating, humidity, etc.) measures for finishes must be accepted due to procurement challenges.
- 24. Application of intumescent paint is included at 8 columns.
- 25. High performance paint is included at the trash enclosure, sunscreen, and mechanical screen only.
- 26. The ceiling mounted projector and any associated post, support, or structure for mounting is excluded. TV's and mounting hardware are also excluded.
- 27. All kitchen or residential style appliances are to be owner furnished, contractor installed.
- 28. Excludes any water to refrigerator(s) as none is shown on the plumbing drawings.
- 29. No gas service piping, site or building (none is shown), or water meter is included.
- 30. No dewatering is included.
- 31. Excludes any tree grates as none are shown.
- 32. Solar 1.5% total of \$148,500 included for total of solar (\$83,000), roof safety system (\$32,000), steel (\$10,000), and roof pads (\$5,000).
- 33. Water testing of storefront or glazing systems is not included. If water testing is performed by another party at the request of Owner, test is to be per AAMA with 1/3 reduction.
- 34. Bicycle racks are not Huntco per specifications but are manufactured by the same company.
- 35. No specialty systems for the fire suppression system are included. (e.g. Clean Agent, Pre-Action, Wet Chemical, Deluge, Exposure, etc.)
- 36. Estimate excludes fees related to utility company (power, water, waste, gas, telecom, etc.) permits, easements, designs, planning, site visits, or usage fees. Temporary power service to the site for use during construction is included in the estimate.



CLARIFICATIONS AND ASSUMPTIONS

Basis for GMP Cost Estimate based on 100% Construction Document Drawings

- 37. Scope related to specification 27 53 20 CATV system is excluded as nothing is shown on the drawings.
- 38. No HVAC or plumbing heat trace is included.
- 39. Any final grades less than 1% on hardscape surfaces will be at risk of ponding or improper drainage leading to puddles. Corrective actions to address ponding or puddles after installation of hardscapes will be limited to ensuring grades were achieved as designed. No extra work will be undertaken without a change order to fix or alleviate ponding and/or puddles.
- 40. Mulch in stormwater facilities is not included. No requirement found.
- 41. No motorized shades have been included.
- 42. Solid core PVC will be used for DWV/storm piping (except above grade storm) in lieu of cast iron.
- 43. Assumes relative humidity of the concrete will be adequate for specified flooring installation.

Allowances:

The following are a list of allowances included in the GMP Proposal.

1.	Underground Tanks, by PBS	\$55,000
2.	Fall Protection System	\$32,000
3.	Pile and Shoring Systems & New Neighbor Sidewalk	\$95,000

The following is an allowance NOT included in the GMP

1. Net Zero Alternate

END OF CLARIFICATIONS AND ASSUMPTIONS



100% Construction Documents

LIST OF DOCUMENTS

SPECIFICATIONS:	Issue Date
Gladstone Library	6/22/22
100% Construction Documents	
Vol 1 & 2	

DRAWINGS: Issue Date
Gladstone Library 6/22/22
100% Construction Documents

Dwg. No.	Title	Issue Date
	COVER SHEET	6/22/22
G0.00	SHEET INDEX	6/22/22
C0.01	COVER	6/22/22
C0.02	EXISTING CONDITIONS PLAN FOR REFERENCE ONLY	6/22/22
C1.00	DEMOLITION PLAN (FOR REFERENCE ONLY)	1/17/22
C2.00	SITE & GRADING PLAN	6/22/22
C3.00	UTILITY PLAN	6/22/22
C4.00	DETAILS	6/22/22
C4.01	DETAILS	6/22/22
C5.01	PUBLIC STREET IMPROVEMENTS	6/22/22
C5.02	PUBLIC STREET IMPROVEMENTS	6/22/22
C5.03	PUBLIC STREET IMPROVEMENTS DETAILS	6/22/22
C5.04	PUBLIC STREET IMPROVEMENTS DETAILS	1/17/22
C6.00	EROSION CONTROL PLAN – DEMOLITION FOR REFERENCE ONLY	6/22/22
C6.01	EROSION CONTROL PLAN - DEVELOPED	6/22/22
L0.01	TREE PLAN	6/22/22
L1.01	MATERIALS PLAN	6/22/22
L2.01	LAYOUT PLAN	6/22/22
L3.01	SOILS PLAN	6/22/22
L4.01	PLANTING PLAN	6/22/22
L5.01	IRRIGATION PLAN	6/22/22
L6.01	DETAILS	6/22/22
L6.02	DETAILS	6/22/22
L6.03	DETAILS	6/22/22
AD1.01	DEMO PLAN LEVEL 01 – FOR REFERENCE ONLY	1/17/22
A0.00	ARCHITECTURAL ABBREVIATIONS AND SYMBOLS	6/22/22
A0.20	CODE ANALYSIS	6/22/22
A0.30	FIRE & LIFE SAFETY PLAN	6/22/22
A0.40	EXTERIOR WALL ASSEMBLY TYPES	6/22/22

A0.50	INTERIOR WALL ASSEMBLY TYPES	6/22/22
A0.60	HORIZONTAL ASSEMBLY TYPES	6/22/22
A0.70	DOOR SCHEDULE AND DOOR TYPES	6/22/22
A0.70 A0.81	ARCHITECTURAL SITE PLAN – FOR REFERENCE ONLY	6/22/22
A0.81 A1.01	FLOOR PLAN LEVEL 01	6/22/22
A1.01 A1.03	ROOF PLAN	6/22/22
A1.03 A1.04	ENLARGED ROOF PLAN	6/22/22
A1.04 A1.31	FINISH PLAN	6/22/22
	FURNITURE PLAN – FOR REFERENCE ONLY	• •
A1.51		6/22/22
A1.81	REFLECTED CEILING PLAN	6/22/22
A1.82	REFLECTED CEILING PLAN	6/22/22
A2.10	EXTERIOR ELEVATIONS	6/22/22
A2.11	EXTERIOR ELEVATIONS	6/22/22
A2.12	EXTERIOR SCREEN ELEVATIONS	6/22/22
A2.13	EXTERIOR ELEVATIONS	6/22/22
A2.14	PERSPECTIVE VIEWS – FOR REFERENCE ONLY	6/22/22
A3.10	BUILDING SECTIONS	6/22/22
A3.11	BUILDING SECTIONS	6/22/22
A3.20	WALL SECTIONS	6/22/22
A3.21	WALL SECTIONS	6/22/22
A3.22	WALL SECTIONS	6/22/22
A4.01	EXTERIOR FRAMED OPENING TYPES	6/22/22
A4.10	EXTERIOR FRAMED OPENING DETAILS	6/22/22
A4.11	EXTERIOR FRAMED OPENING DETAILS	6/22/22
A4.12	EXTERIOR FRAMED OPENING DETAILS	6/22/22
A4.20	TYPICAL ENVELOPE COMPONENTS	6/22/22
A4.30	EXTERIOR SUNSCREEN DETAILS	6/22/22
A4.31	EXTERIOR TRASH ENCLOSURE DETAILS	6/22/22
A4.50	ROOF DETAILS	6/22/22
A4.51	ROOF DETAILS	6/22/22
A6.01	INTERIOR FRAMED OPENINGS	6/22/22
A6.10	INTERIOR FRAMED OPENING DETAILS	6/22/22
A6.11	INTERIOR FRAMED OPENING DETAILS	6/22/22
A6.30	INTERIOR ELEVATIONS	6/22/22
A6.31	INTERIOR ELEVATIONS	6/22/22
A6.32	ENLARGED PLAN, RCP, INT ELEVATIONS – RESTROOMS & BOH	6/22/22
A6.50	INTERIOR DETAILS	6/22/22
A6.51	INTERIOR DETAILS	6/22/22
A6.60	INTERIOR DETAILS – STANDARD CASEWORK	6/22/22
A6.61	INTERIOR DETAILS – STANDARD CASEWORK	6/22/22
A6.62	INTERIOR DETAILS – CASEWORK	6/22/22
A6.63	INTERIOR DETAILS – CASEWORK	6/22/22
A6.64	INTERIOR DETAILS - CASEWORK	6/22/22
S0.01	GENERAL STRUCTURAL NOTES	6/22/22
S0.02	GENERAL STRUCTURAL NOTES	6/22/22
S0.02 S0.03	SYMBOLS & ABBREVIATIONS	6/22/22
S0.04	SPECIAL INSPECTION REQUIREMENTS	6/22/22
S0.05	SPECIAL INSPECTION REQUIREMENTS	6/22/22
30.03	5. 10. 11. 11. 10. 10. 11. 11. 11. 11. 11	5, 22, 22

S0.06	SPECIAL INSPECTION REQUIREMENTS	6/22/22
S1.01	FOUNDATION PLAN	6/22/22
S1.02	LOW ROOF FRAMING PLAN	6/22/22
S1.03	HIGH ROOF FRAMING PLAN	6/22/22
S2.01	ELEVATIONS	6/22/22
S5.01	CONCRETE DETAILS	6/22/22
S5.02	CONCRETE DETAILS	6/22/22
S5.11	CONCRETE DETAILS	6/22/22
S5.51	CMU DETAILS	6/22/22
S6.01	STEEL DETAILS	6/22/22
S6.02	STEEL DETAILS	6/22/22
S6.03	STEEL DETAILS	6/22/22
S6.11	STEEL DETAILS	6/22/22
S6.12	STEEL DETAILS	6/22/22
S6.13	STEEL DETAILS	6/22/22
S6.51	METAL DECK DETAILS	6/22/22
S6.52	METAL DECK DETAILS	6/22/22
S7.01	METAL STUD DETAILS	6/22/22
S7.02	METAL STUD DETAILS	6/22/22
S7.03	METAL STUD DETAILS	6/22/22
S8.01	SCBF DETAILS	6/22/22
M0.01	SYMBOL LIST AND GENERAL NOTES – MECHANICAL	6/22/22
M0.02	SCHEDULES – MECHANICAL	6/22/22
M0.03	SCHEDULES – MECHANICAL	6/22/22
M1.01	FLOOR PLAN LEVEL 01 – MECHANICAL	6/22/22
M1.03	ROOF PLAN – MECHANICAL	6/22/22
M7.01	DETAILS – MECHANICAL	6/22/22
P0.01	SYMBOL LIST AND GENERAL NOTES – PLUMBING	6/22/22
P0.02	SCHEDULES – PLUMBING	6/22/22
P1.00	UNDER SLAB PLAN – PLUMBING	6/22/22
P1.01	FLOOR PLAN LEVEL 01 – PLUMBING	6/22/22
P1.02	LOW ROOF PLAN – PLUMBING	6/22/22
P1.03	HIGH ROOF PLAN – PLUMBING	6/22/22
P4.01	ENLARGED PLANS – PLUMBING	6/22/22
P7.01	DETAILS – PLUMBING	6/22/22
E0.01	SYMBOL LIST AND GENERAL NOTES – ELECTRICAL	6/22/22
E0.02	LUMINAIRE SCHEDULE	6/22/22
E0.81	SITE PLAN – ELECTRICAL	6/22/22
E1.01	FLOOR PLAN LEVEL 01 – ELECTRICAL	6/22/22
E1.02	ROOF PLAN – ELECTRICAL	6/22/22
E2.01	REFLECTED CEILING PLAN LEVEL 01 – LIGHTING	6/22/22
E2.02	REFLECTED CEILING PLAN UPPER LEVEL – LIGHTING	6/22/22
E2.03	FLOOR PLAN LEVEL 01 – LIGHTING	6/22/22
E4.01	ENLARGED PLANS – ELECTRICAL	6/22/22
E5.01	SINGLE LINE DIAGRAMS – ELECTRICAL	6/22/22
E6.01	SCHEDULES – ELECTRICAL	6/22/22
E7.01	DETAILS - ELECTRICAL	6/22/22
T0.01	SYMBOL LIST AND GENERAL NOTES – TECHNOLOGY	6/22/22

T0.02	GENERAL NOTES – TECHNOLOGY	6/22/22
T0.81	SITE PLAN – TECHNOLOGY	6/22/22
T1.01	FIRST FLOOR PLAN – TECHNOLOGY	6/22/22
T3.01	ENLARGED PLANS AND SECTIONS – TECHNOLOGY	6/22/22
T4.01	AV DIAGRAMS – TECHNOLOGY	6/22/22
T5.01	DETAILS – TECHNOLOGY	6/22/22
SG.100	FLOOR PLAN SITE	6/22/22
SG.101	FLOOR PLAN LEVEL 01	6/22/22
SG.200	MESSAGE SCHEDULE	6/22/22
SG.201	COLOR & TYPOGRAPHY	6/22/22
SG.202	SIGN FAMILY	6/22/22
SG.300	SIGN TYPE AA1	6/22/22
SG.301	SIGN TYPES BB1 & CC1	6/22/22
SG.400	SIGN TYPES A1, A2, & A3	6/22/22
SG.401	SIGN TYPES B1 & B2	6/22/22
SG.402	SIGN TYPE B3	6/22/22
SG.403	SIGN TYPE C1	6/22/22
SG.404	SIGN TYPES D1 & D2	6/22/22

Exhibit J



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.:			
Solicitation: 2021-56	:)		
Project Name: Oak L	odge and Gladstone	e Library CM/GC-GMP	
	(Surety #1)	Bond Amount No. 1:	\$
	(Surety #1)*	Bond Amount No. 2:*	\$
* If using multiple sure	_\	Total Penal Sum of Bond:	\$
, C 1			·
XX 7 -		n.:	
We,	authorized to tron		ncipal, and the above
		sact surety business in Oregon, sective heirs, executors, admini	
-		y unto Clackamas County and,	-
(Total	Penal	Sum of	
(10141	1 Chai		d, that we the Sureties
bind ourselves in suc	th sum "iointly and	severally" as well as "severally	
		t any or all of us, and for all oth	
-		he Principal, for the payment of	
forth opposite the nar	•		J
11	• //		
WHEREAS, the			• •
_		terms and conditions of wh	ich are contained in the
above-referenced Sol	icitation; and		
WHEREAS the terr	ns and conditions	of the contract, together with a	onlicable plans standard
		ule of performance, and schedu	
		by reference, whether or not atta	
hereafter called "Con		,	
WWWDELG 1 D			a talla
		to perform the Contract in acc	
		fications, and all authorized mod	
		the amount of the Contract, or	
extension of the time	e for performance, r	notice of any such modifications	nereby being waived by

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

the Surety:

agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall 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: 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: 2021-56			
Project Name: Oak Lodg	ge and Gladstone Li	brary CM/GC-GMP	
(S	Surety #1)	Bond Amount No. 1:	\$
	Surety #2)*	Bond Amount No. 2:*	\$ \$
* If using multiple sure	• /	Total Penal Sum of Bond:	\$
We,		, as Princ	cipal, and the above identified
• ` / ·		siness in Oregon, as Surety, h	ereby jointly and severally bind assigns firmly by these presents
to pay unto Cla	ackamas County,	the sum of (Total	Penal Sum of Bond)
	gainst any or all of	us, and for all other purposes	(Provided, that we the Sureties nly for the purpose of allowing a each Surety binds itself, jointly seat forth appreciate the name of

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.

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.

Dated this	day of		, 20	
		PRINCIPAL:		
		Ву:	Signature	
			Signature	e
				Capacity
		Attest:	Corporat	ion Secretary
		SURETY:	es for each if using	g multiple bonds]
		[Power-of-Atte	orney must accom	pany each bond]
			Name	
			Signature	e
			Address	
		City	State	Zip
		Phone	Fax	