

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

REQUEST FOR QUOTES (RFQ) #2017-88

Issue Date: October 4, 2017

Project Name:	Parrott Creek Fib	Parrott Creek Fiber Project			
Quote Due Date/Time:	October 24, 2017	October 24, 2017, 2:00 PM			
Procurement Analyst:	Ryan Rice	Ryan Rice Phone: 503-742-5446			
		Email:	rrice@clackamas.us		

SUBMIT QUOTES VIA EMAIL TO **<u>PROCUREMENT@CLACKAMAS.US</u>** OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS

PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE "2017-88 PARROTT CREEK FIBER PROJECT" IN THE SUBJECT LINE

1. ANNOUNCEMENT AND SPECIAL INFORMATION

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

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

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

2. SCOPE

The purpose of this RFQ is to construct a new fiber lateral to the Parrott Creek Ranch, located at 22518 S. Parrott Creek Road, Oregon City, Oregon.

Project Overview:

- Near the corner of S Penman Road and S Carus Road is a slack loop @ PGE Pole #1444. Midsheath slack loop and place a FOSC450D. Place 50ft coil at splice case and then overlash for two spans to the intersection of S Penman Road and S Carus Road. From there, place the 24ct ADSS cable north along S Penman Road. Just before S New Era Road, three new 45ft CL-4 poles will need to be set (see plans for details). At the intersection of S Penman Road and S New Era Road, head east along S New Era Road.
- 2. Slack span across S New Era Road to S Thompson Gateway Road and then head south. You will come to an end of a gravel road near a field. No vehicle access to poles, will need to climb the poles. Head east along property line to buildings at 22518 S Parrot Creek Road.
- 3. Place mast and attach at building, run through attic to termination point, place 50ft coil.

Splicing Requirements:

- 1. New FOSC 450D splice case @ S Penman Road and S Carus Road: 2x splices
- 2. Rackmount Fiber Patch Panel @ 22518 S Parrot Creek Road: 2x splices

Material Requirements:

- 1. Fiber Optic Cable: 24 count Singlemode ADSS CBX will provide.
- 2. Splice Case: TE/Commscope FOSC450D
- 3. Conduit: N/A
- 4. Strand: N/A -- ADSS
- 5. Premise Terminations: wall mount, LC/UPC duplex
- 6. Place any required down guys, overhead guys, and anchors.

General Requirements:

- 1. All material and equipment needed to complete this project will be supplied by the contractor with the exception of the 24 count ADSS fiber. CBX will supply all needed 24 count ADSS fiber for this project.
- 2. All utility make-ready costs will be the responsibility of Clackamas CBX.
- 3. County permit will be provided by CBX.
- 4. Contractor will be responsible for developing an approved traffic control plan. All flagging costs need to be included in the quote.
- 5. All fiber cables need to be labeled in every splice case, vault and utility pole for future reference. CBX will provide the fiber tags.
- 6. All disturbed areas shall be restored to an in-kind or better condition.
- 7. Place locate wire in all conduit that fiber is placed in.
- 8. CBX is not responsible for extra costs due to Subcontractors failure to review complete plans, drawings and specifications.
- 9. If quote exceeds \$50,000.00, Performance and Payment bonds will be a required part of the contract.

Key Dates:

Commencement Date: Upon Issuance of Notice to Proceed ("NTP") Substantial Completion: <u>75</u> days from NTP Final Completion: <u>90</u> days from NTP

The following items are included and incorporated within this RFQ:

• Clackamas County CBX Fiber-Parrott Creek Ranch Drawing Set, Sheets 1-34.

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, as amended on October 1, 2017, which can be downloaded at the following web address: <u>http://www.oregon.gov/boli/WHD/PWR/JULY2017/July_1_2017_PWR.pdf</u> The Work will take place in Clackamas County, Oregon.

3. Sample Contract

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

4. Quote

Quotes should be <u>short and concise</u> with the following information:

- A. Lump Sum price to complete the project. Quotes are to include a basic quote and the following Unit Adder: Unit Price #1: Tree Pruning (non-arborist)
 - Adder-Per Linear Foot
- B. Clackamas County Certifications Form; and
- C. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. Evaluation

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

CLACKAMAS COUNTY CERTIFICATIONS RFQ #2017-88

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

SECTION I. OREGON TAX LAWS

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

SECTION II. NON-DISCRIMINATION

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

SECTION III. CONFLICT OF INTEREST

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

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

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

Firm Name:	Date:
Signature:	Title:
Name:	Telephone:
Email:	OR CCB # (if applicable):
Business Designation (check one):	ip 🗌 Non-Profit 🔲 Limited Liability Company
 Resident Quoter, as defined in ORS 279A.120 Non-Resident Quote. Resident State: 	
Oregon Business Registry Number:	

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

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

QUOTE PREPARATION

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

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

QUOTE EVALUATION AND AWARD

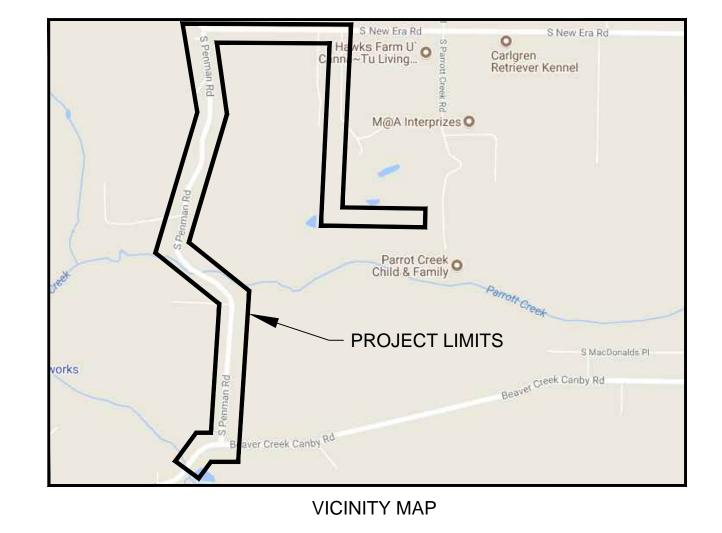
- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references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

CLACKAMAS COUNTY CBX FIBER-PARROTT CREEK RANCH

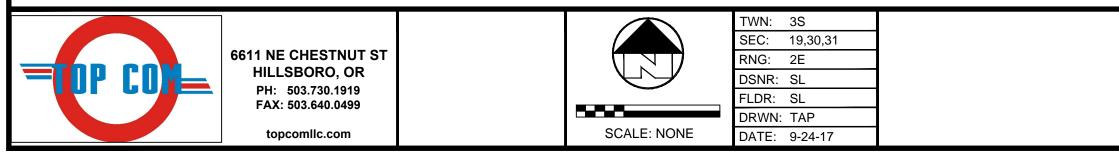
22518 S PARROT CREEK RD OREGON CITY, OR

CONTACTS

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

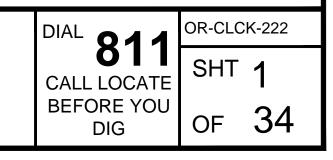






SHEET INDEX

No.	DESCRIPTION
1	COVER
2	STANDARD LEGEND
3	GENERAL NOTES AND TYPICAL TRENCH DETAILS
4-34	PLAN



TYPICAL LINE TYPES

SYMBOL LEGEND

TRAFFIC SIGNAL HAND HOLE

TS

CENTERLINE CITY LIMITS						— CITY LIN	/ITS	
CURB / GUTTER						0 0		
DITCH								
EASEMENT								
FENCE	X	XXX-	X			X	x	X
GRAVEL EDGE		GRVL				G	RVL	
GUARDRAIL					-00	ooo		oo
PAVEMENT EDGE				EP				
PROPERTY LINE								
RAILROAD	+++++++++++++++++++++++++++++++++++++++				+++++++	+++++++++	+++++++++	
RIGHT OF WAY								
SIDEWALK								
STREAM / SHORELINE		· · ·						
WALL	/	/ /	/	/	/	/	/	/ /
CATV		CATV				CA	TV	
FIBER		FO				0.1		
GAS		GAS				GAS		
OIL				0				
POWER		Е				——— E -		
SEWER		SEWER					<	
STORM DRAIN				- STORM -			-	
TELEPHONE								
PROPOSED TELEPHONE-AERIAL								
PROPOSED TELEPHONE-BURIED								
TRAFFIC SIGNAL CABLE								
WATER								
CITY/COUNTY COMMUNICATION		COMM				— сомм ——		

STANDARD ABBREVIATIONS

CABLE ARM ATTACHMENT LOCATION:

TF	TOP FIELD SIDE	ANC
TS	TOP STREET SIDE	ARM
TIP	TOP INSIDE POSITION	X-ARM
TIS	TOP INSIDE STREET SIDE	DG
ТМР	TOP MIDDLE POSITION	DGA
TOP	TOP OUTSIDE POSITION	FGA
TOS	TOP OUTSIDE STREET SIDE	FS
BF	BOTTOM FIELD SIDE	GA
BS	BOTTOM STREET SIDE	HOA
BIP	BOTTOM INSIDE POSITION	POA
BIS	BOTTOM INSIDE STREET SIDE	OHG
BMP	BOTTOM MIDDLE POSITION	RS
BOP	BOTTOM OUTSIDE POSITION	SLAN
BOS	BOTTOM OUTSIDE STREET SIDE	SWA
		PUPI
PL	PLACE	TERM
EX	EXISTING	TRANS
(#)	NUMBER OF ITEMS	TAPE & SHA

	ANCHOR
	CABLE ARM
	CROSS ARM
	DOWN GUY
	DOUBLE GUARD ARM
	FIBER GLASS ARM
	FIELD SIDE
	GUARD ARM
	HEIGHT OF ATTACHMENT
	POINT OF ATTACHMENT
	OVERHEAD GUY
	ROAD SIDE
	LIGHT OR POWER COMPANY INVENTORY NUMBER
	SIDEWALK ANCHOR AND GUY
	PUPI ARM
	TERMINAL
	TRANSFORMER
IAPE	REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF

UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN BE ATTACHED WITHOUT VIOLATING THE 40" RULE

STANDARD BUILD
UNDERGROUND BUILD - TRENCH/PLOW
UNDERGROUND BUILD - BORE
UNDERGROUND BUILD - ASPHALT OR CONCRETE CUT
BRIDGE ATTACHMENT
AERIAL BUILD
SLACK SPAN
OVERHEAD GUY
AERIAL SLACK LOOP / COIL
AERIAL SPLICE
NEW CONSTRUCTION NOTE BUBBLE

 XXXX'	_	
XXXX'		
 XXXX'		
 XXXX'		
XXXY		······
SLACK XXX'		\otimes

SLACK XXX'	\otimes
OHG-XXX'	

800

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MONUMENT / BRASS CAP	
THRU CURB INLET	
CATCH BASIN - RECTANGLE	
CATCH BASIN - ROUND	
STORM DRAIN MANHOLE	SD
SEWER CLEANOUT	\odot
SEWER MANHOLE	S
GAS HAND HOLE	G
GAS METER	
GAS VALVE	G
AIR-VAC ASSEMBLY	()*
WATER MANHOLE	(W)
WATER VAULT	W
WATER VALVE	9
FIRE HYDRANT	-0-
BLOW-OFF / FDC (FIRE)	Q
WATER METER	
CATV HAND HOLE	TV
CATV PEDESTAL	TV
POWER MANHOLE	E
POWER CABINET	E
POWER SWITCHGEAR	PWR
POWER TRANSFORMER	
POWER HAND HOLE	E
POWER METER	E
POWER PEDESTAL	Ε
POWER J-BOX	
STREET LIGHT	0–X
TRAFFIC SIGNAL CONTROL CABINET	\mathbb{K}
TRAFFIC SIGNAL POLE	0
TRAFFIC SIGNAL LOOP J-BOX	0

P COV	6611 NE CHESTNUT ST HILLSBORO, OR PH: 503.730.1919 FAX: 503.640.0499		TWN: 3S SEC: 19,30,31 RNG: 2E DSNR: SL FLDR: SL	PARROTT CREEK RANCH 22518 S PARROT CREEK R
	FAX: 503.640.0499 topcomllc.com		DRWN: TAP DATE: 9-24-17	OREGON CITY, OR

JOINT USE POLE - EXISTING \otimes \bigcirc TELEPHONE REPEATER - EXISTING TELEPHONE PEDESTAL - EXISTING \boxtimes TELEPHONE COOL PED - EXISTING TELEPHONE SAI - EXISTING \bowtie TELEPHONE CABINET - EXISTING CAB TEL TELEPHONE HAND HOLE - EXISTING (T)TELEPHONE MANHOLE - EXISTING NEW POLE 17x30 HAND HOLE - NEW 30x48 HAND HOLE - NEW 264-TA HAND HOLE - NEW 0 TELEPHONE MANHOLE - NEW CAB TELEPHONE CABINET - NEW TELEPHONE COOL PED - NEW \mathbf{X} TELEPHONE SAI - NEW BORE PIT UTILITY POT HOLE LOCATION ۵. TELEPHONE DOWNGUY ONLY - NEW TELEPHONE ANCHOR - NEW ANCHOR - EXISTING OTHER _____ CULVERT TRAFFIC SIGN d FLAG FLAG POLE \sim TREE 0 CELL TOWER 0 BUILDING OR BLDG ^{DIAL} 81 OR-CLCK-222 SHT 2 CALL LOCATE RD **BEFORE YOU** 34 OF DIG

TELEPHONE POLE - EXISTING

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GENERAL NOTES:

1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES 2. SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.

3. THE RIGHT-OF-WAY SHOWN HAS NOT BEEN SURVEYED OR TIED. RIGHT-OF-WAY LOCATION IS ASSUMED WITH REFERENCE TO ONLINE DATA SOURCE MATERIAL. CONTRACTOR TO VERIFY ALL RIGHTS-OF-WAY AND/OR EASEMENTS PRIOR TO CONSTRUCTION.

4. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.

ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL 5. REGULATIONS (CFR) 1926.650 SUBPART P.

a. PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.

EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH. b. C. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY. d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.

6. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).

7. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH JURISDICTIONAL AGENCY STANDARDS AND SPECIFICATIONS.

8. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.

9. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.

10. BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).

11. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.

12. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.

13. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.

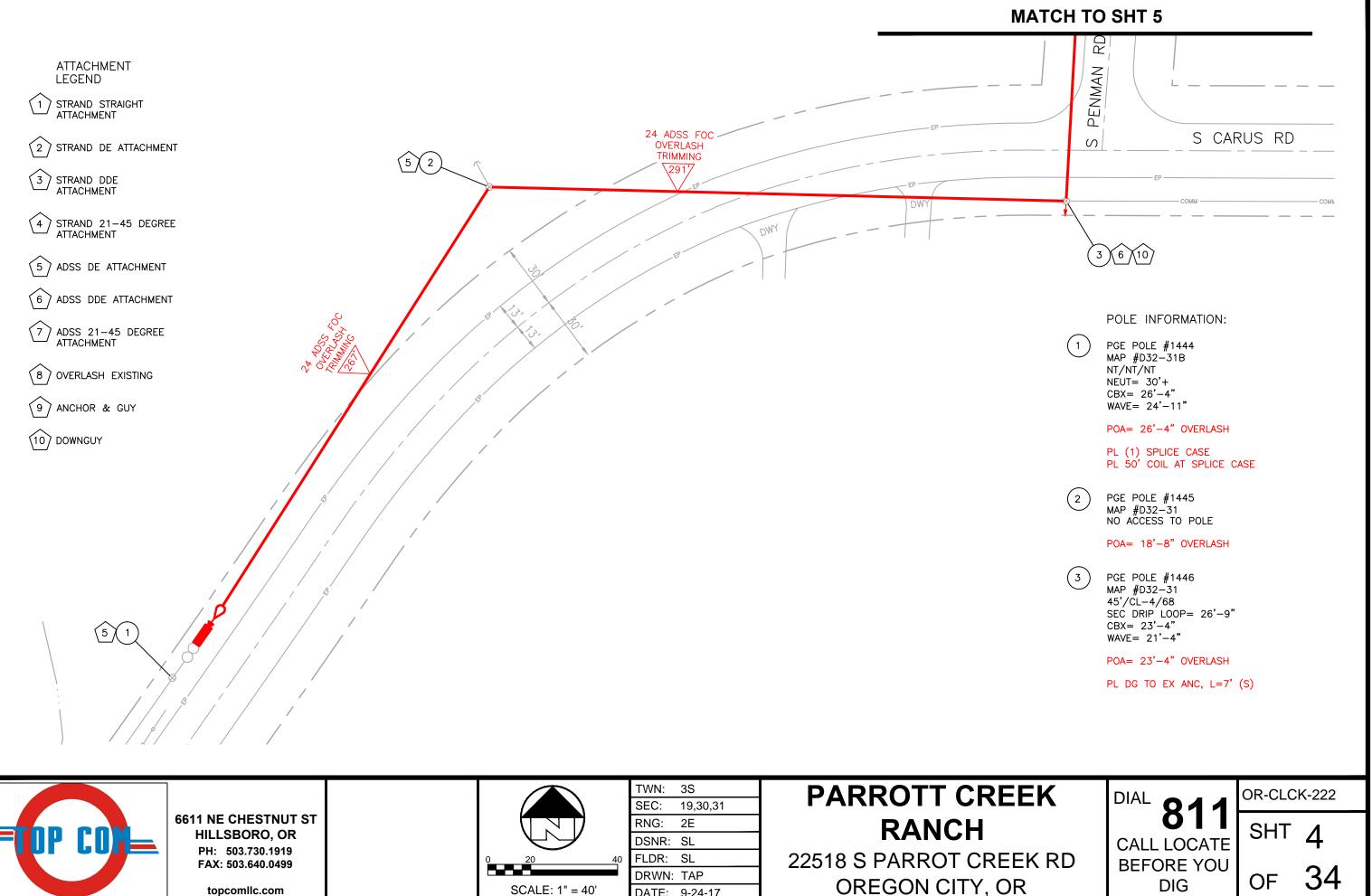
14. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

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

				TWN: 3S	PARROTT CREE
6611 NE CHESTNUT ST				SEC: 19,30,31	
	F		RNG: 2E	RANCH	
	HILLSBORO, OR			DSNR: SL	
PH: 503.730.1919 FAX: 503.640.0499		_		FLDR: SL	22518 S PARROT CREE
				DRWN: TAP	
	topcomllc.com		SCALE: NONE	DATE: 9-24-17	
	FAX: 503.640.0499	SCALE: NONE	DRWN: TAP	OREGON CITY, OR	

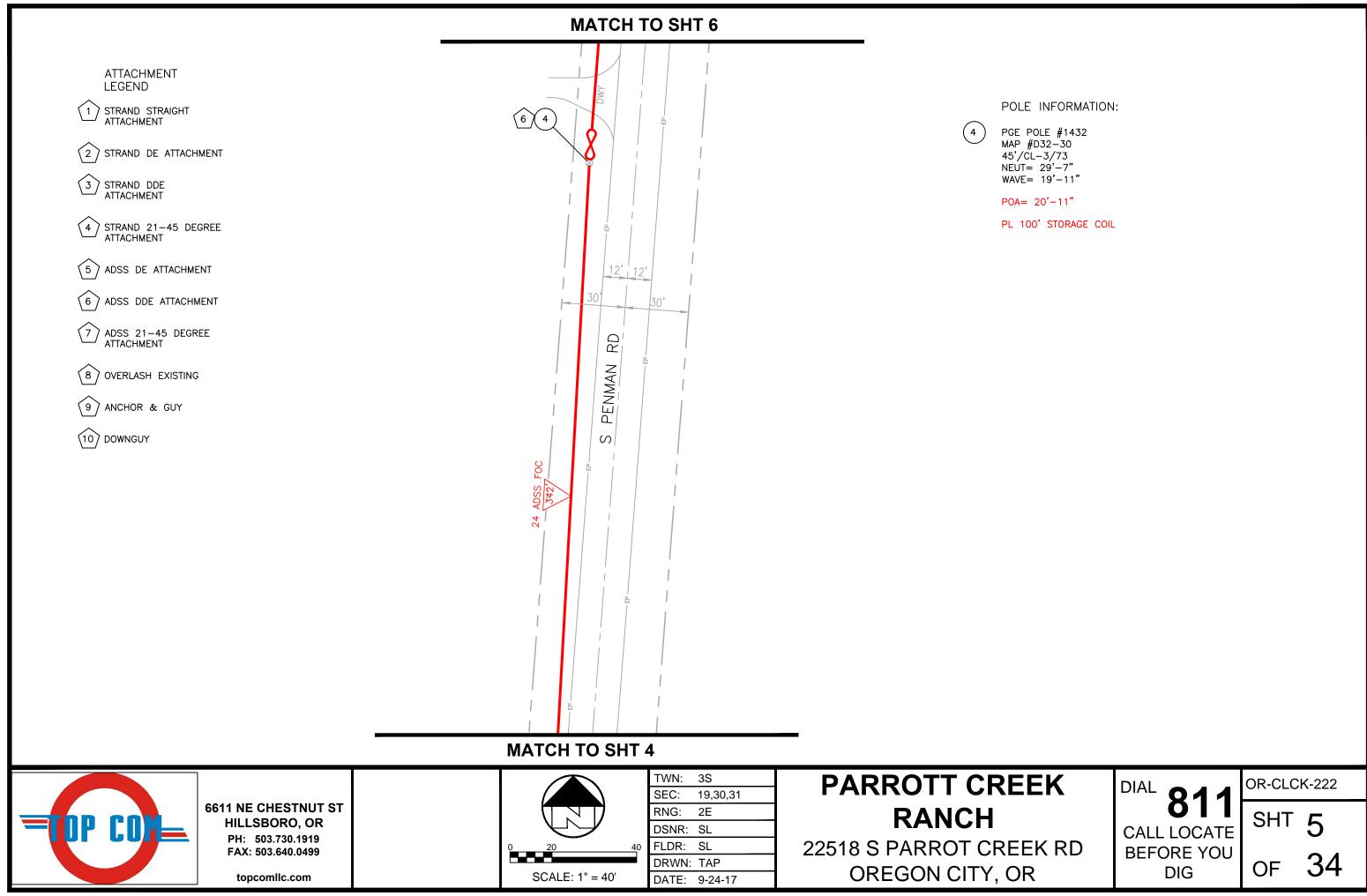
AERIAL WORK ONLY NO UNDERGROUND

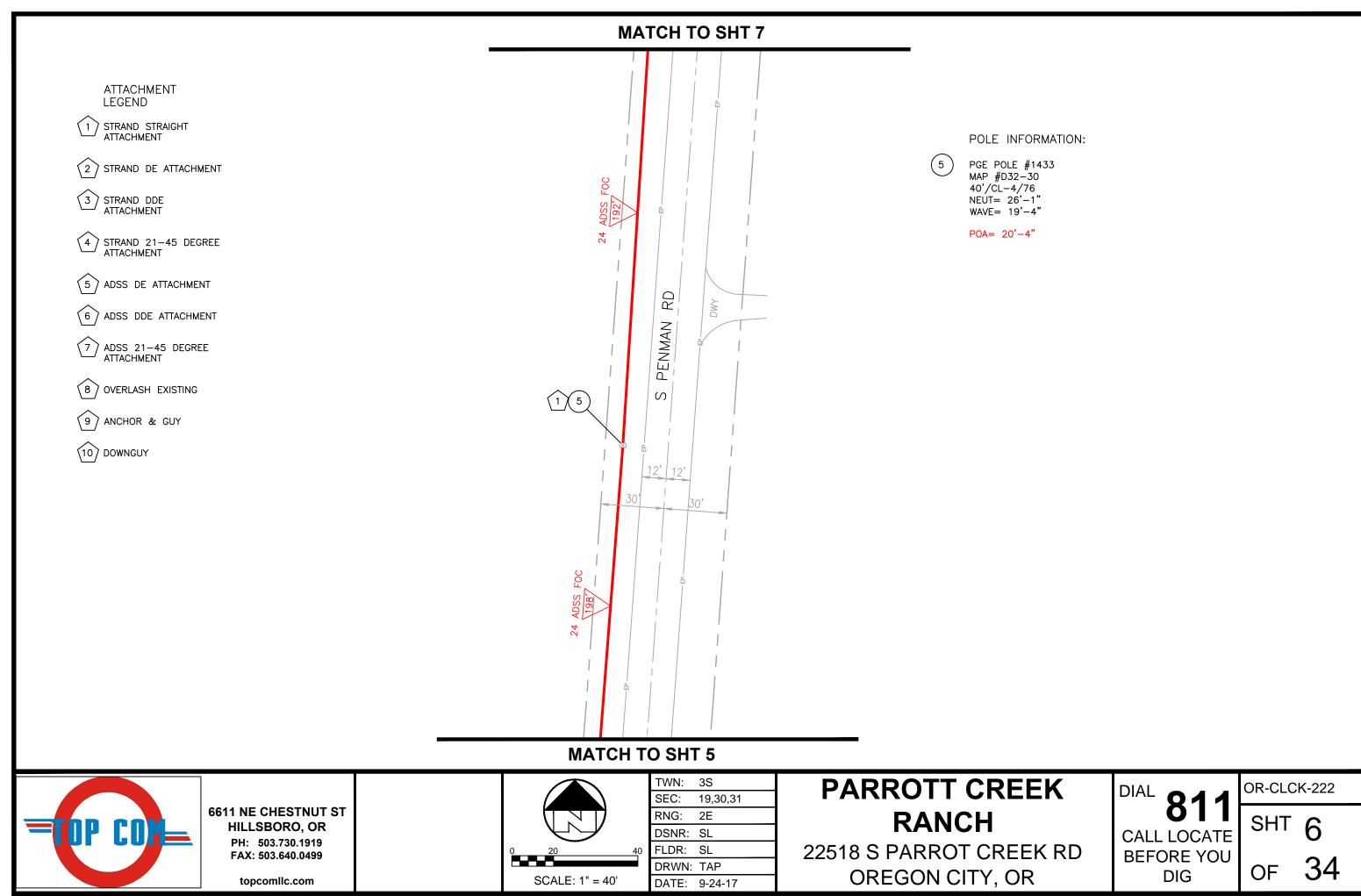
EK		OR-CLCK-222
EK RD	CALL LOCATE BEFORE YOU	SHT 3
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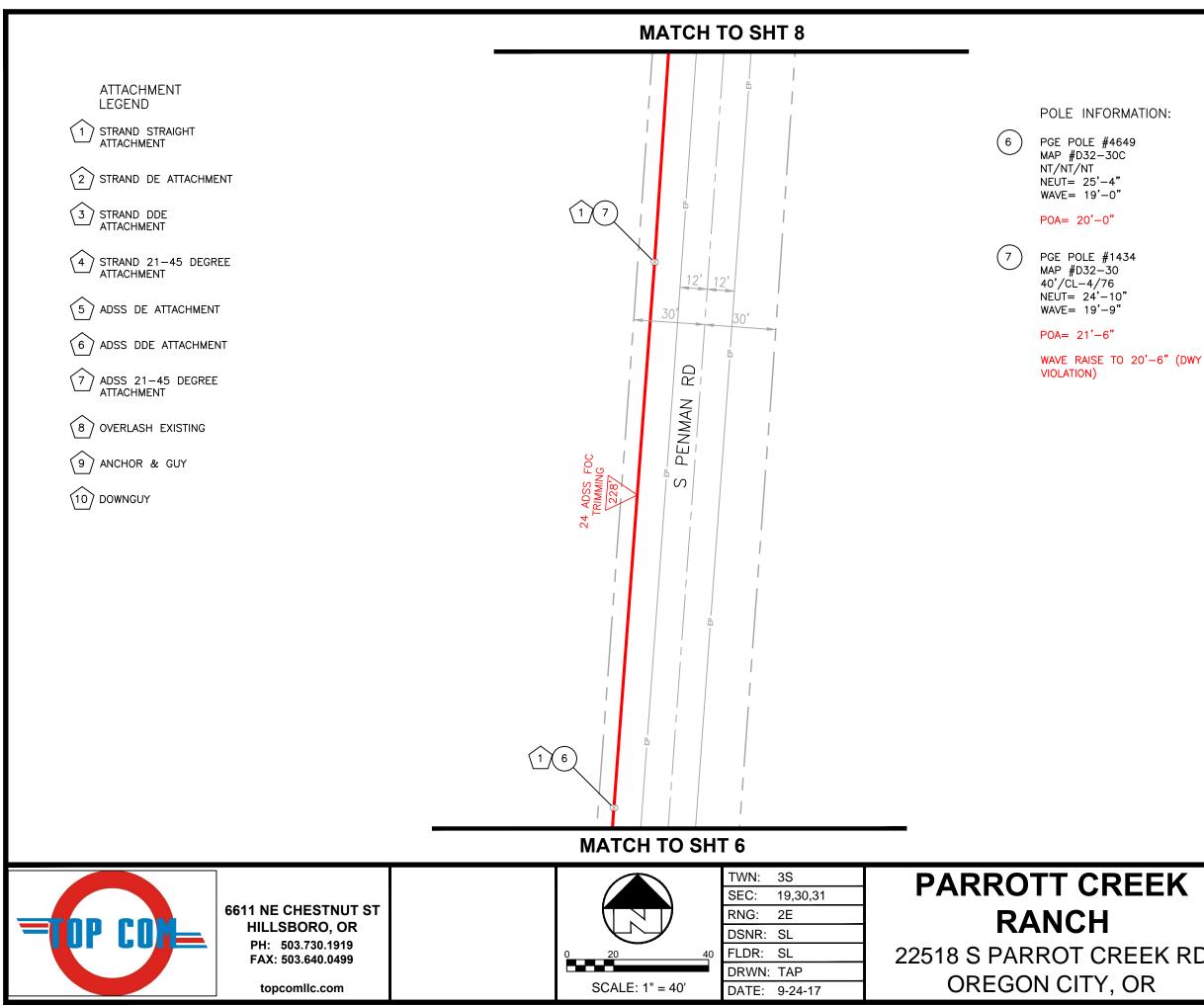


DATE: 9-24-17

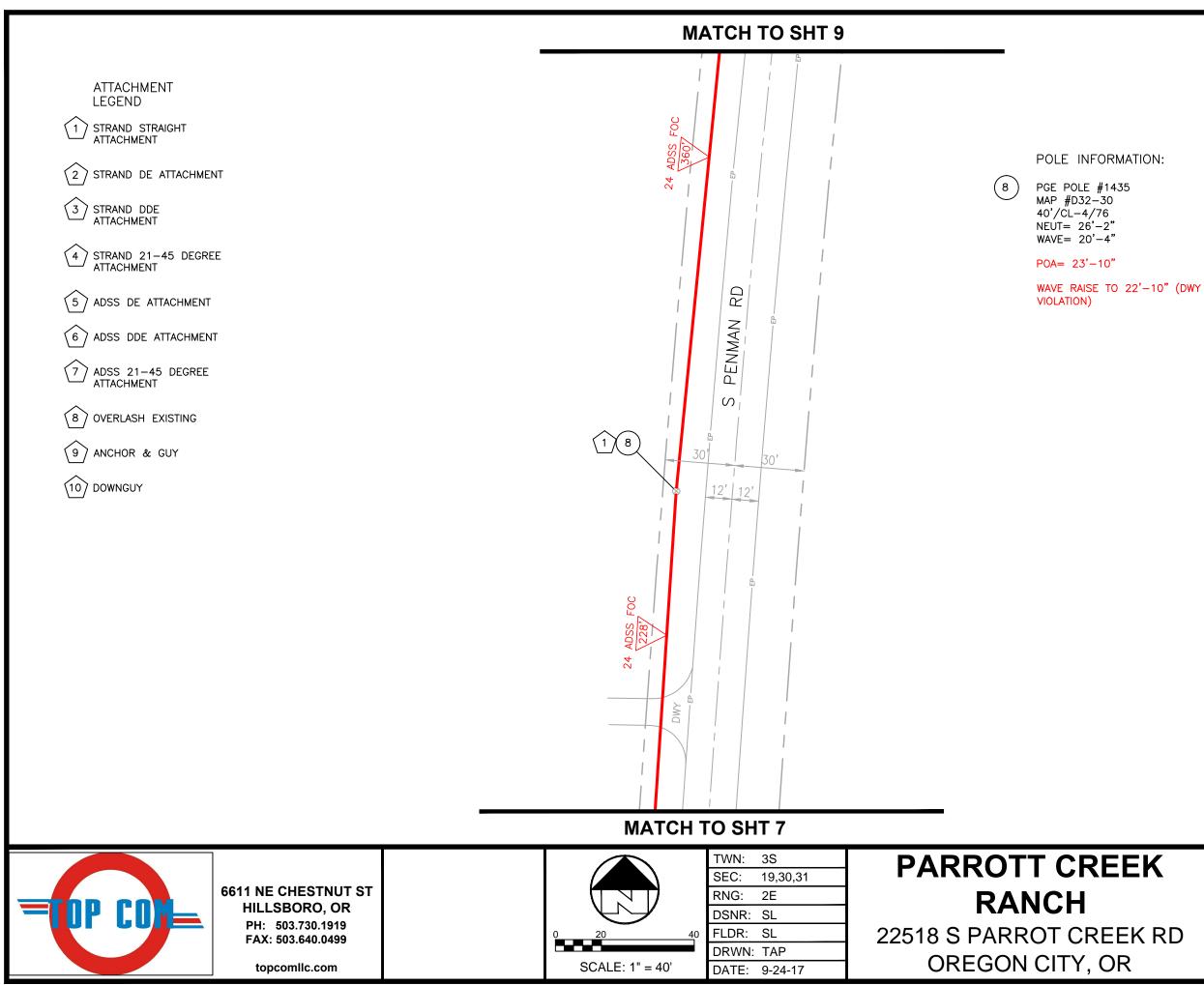
OREGON CITY, OR



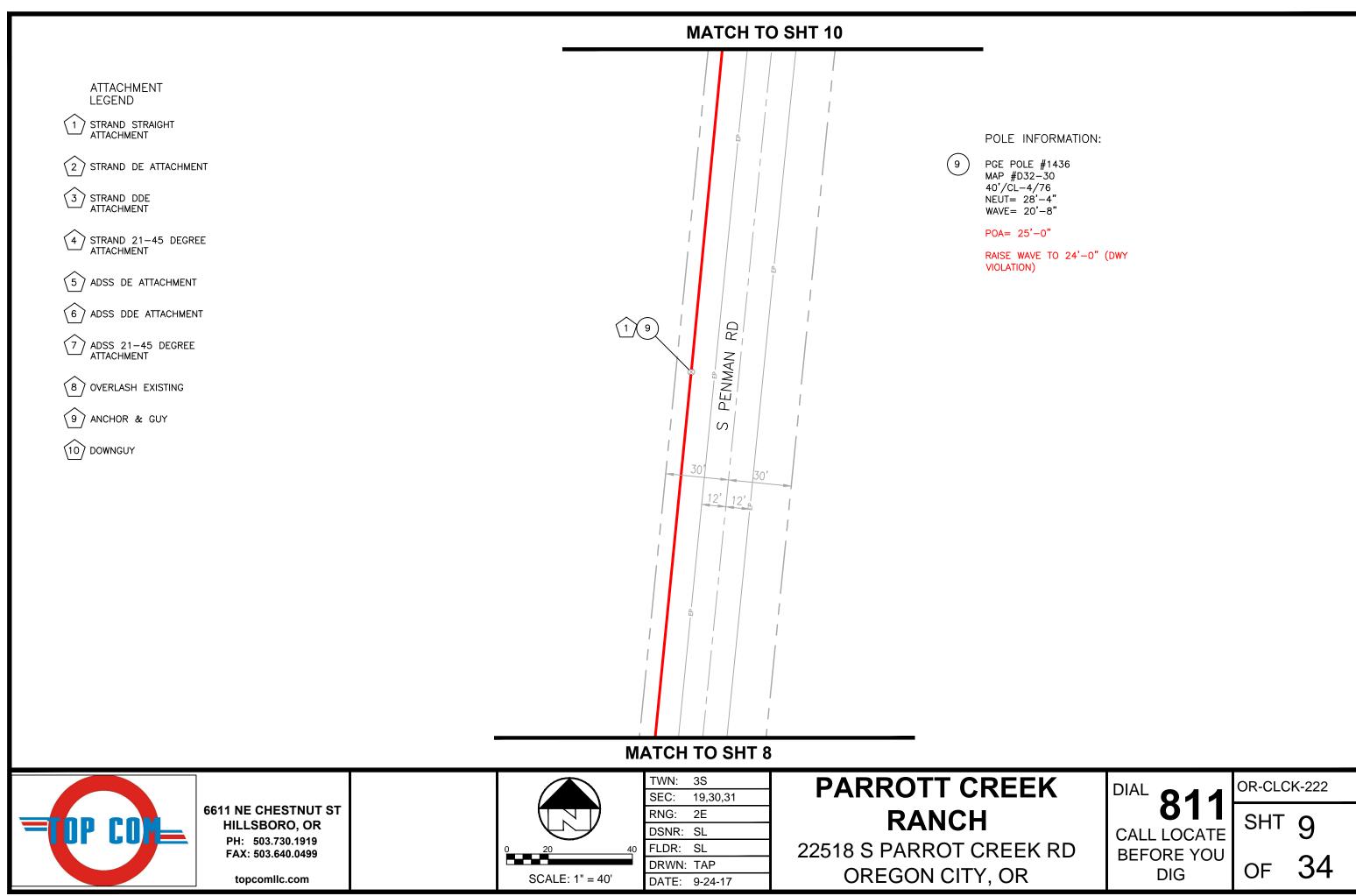


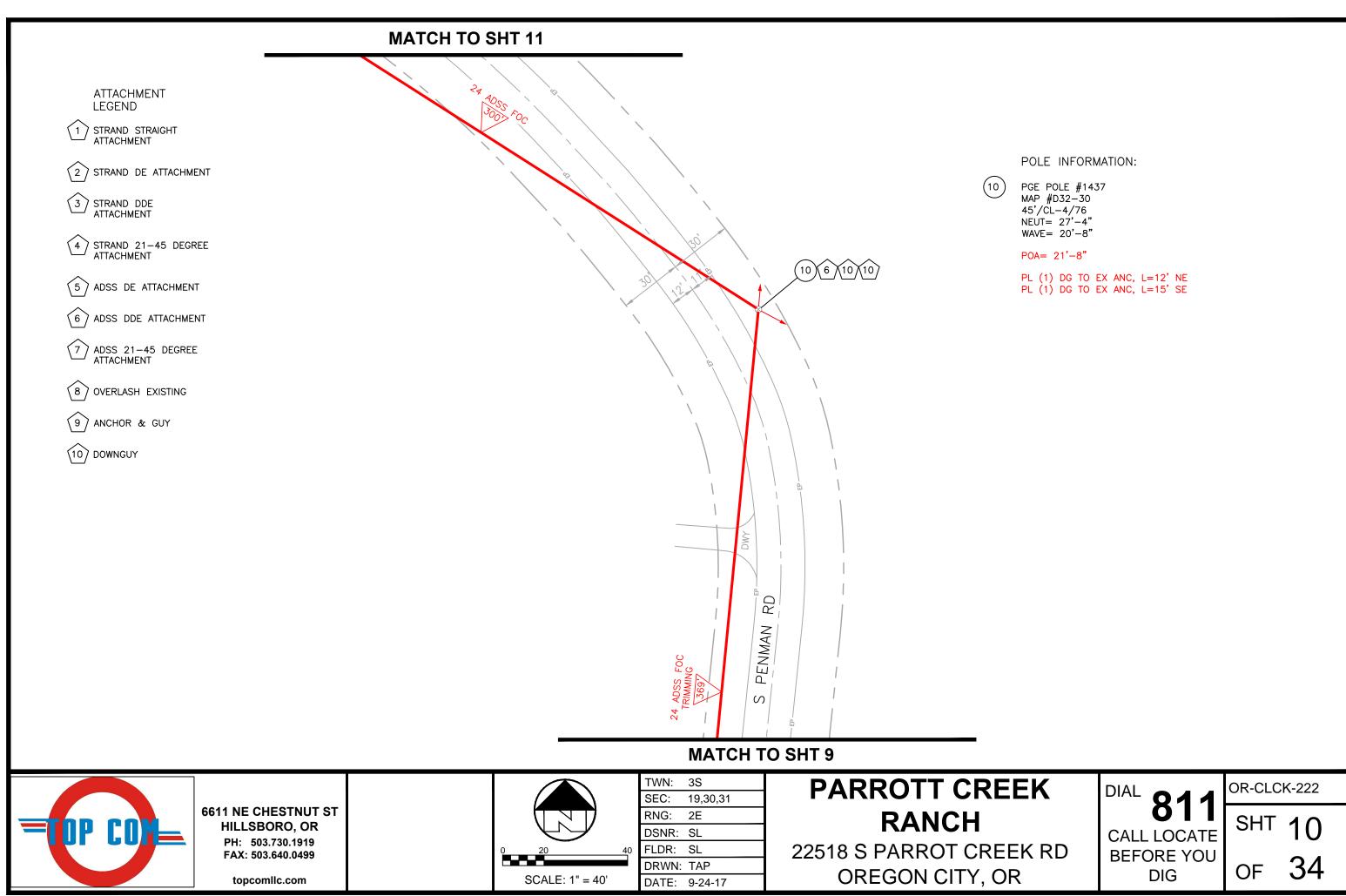


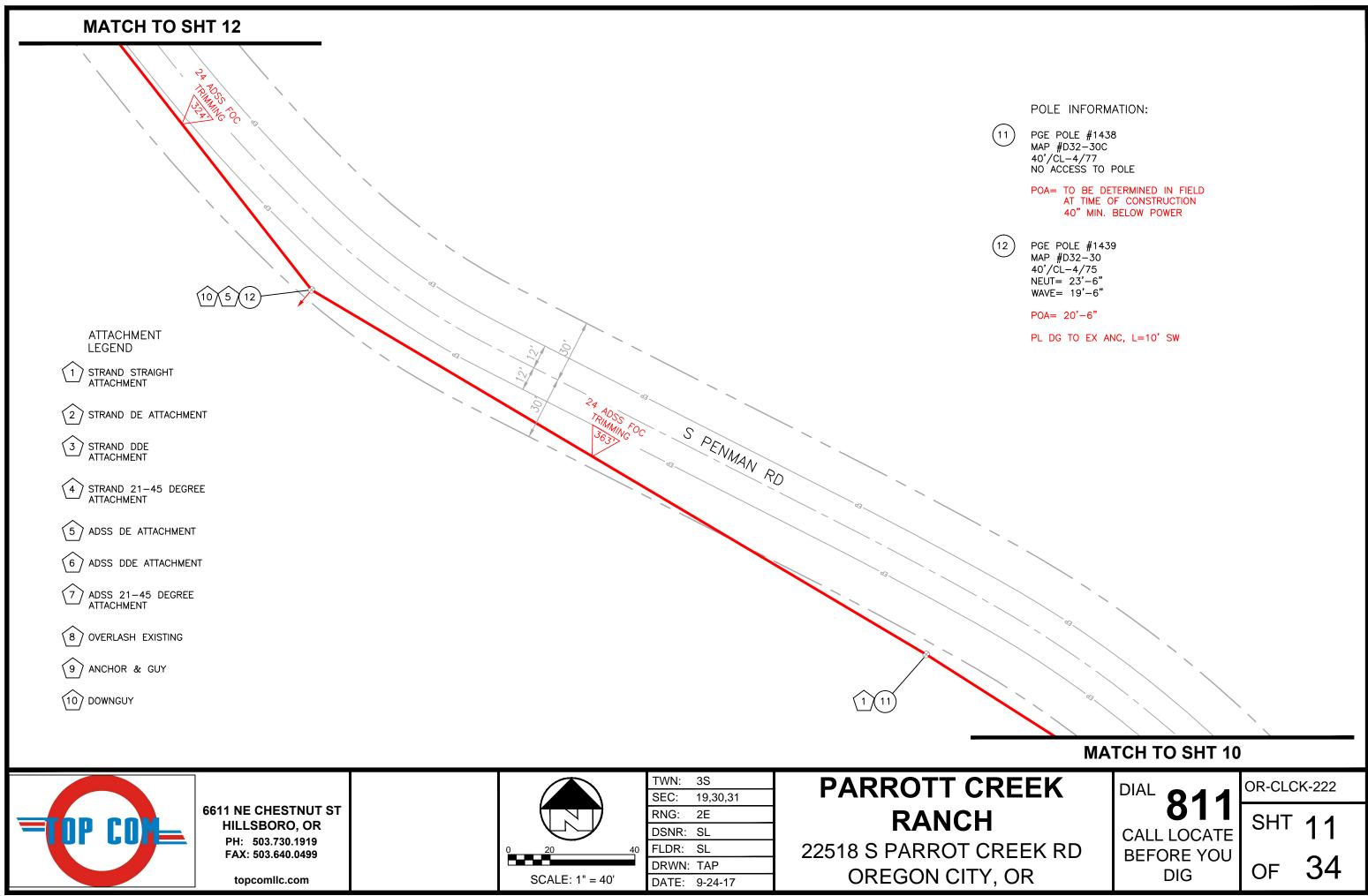
EK	DIAL OAA OR-CLCK-222	
EK RD R	CALL LOCATE BEFORE YOU DIG	^{Sht} 7 of 34

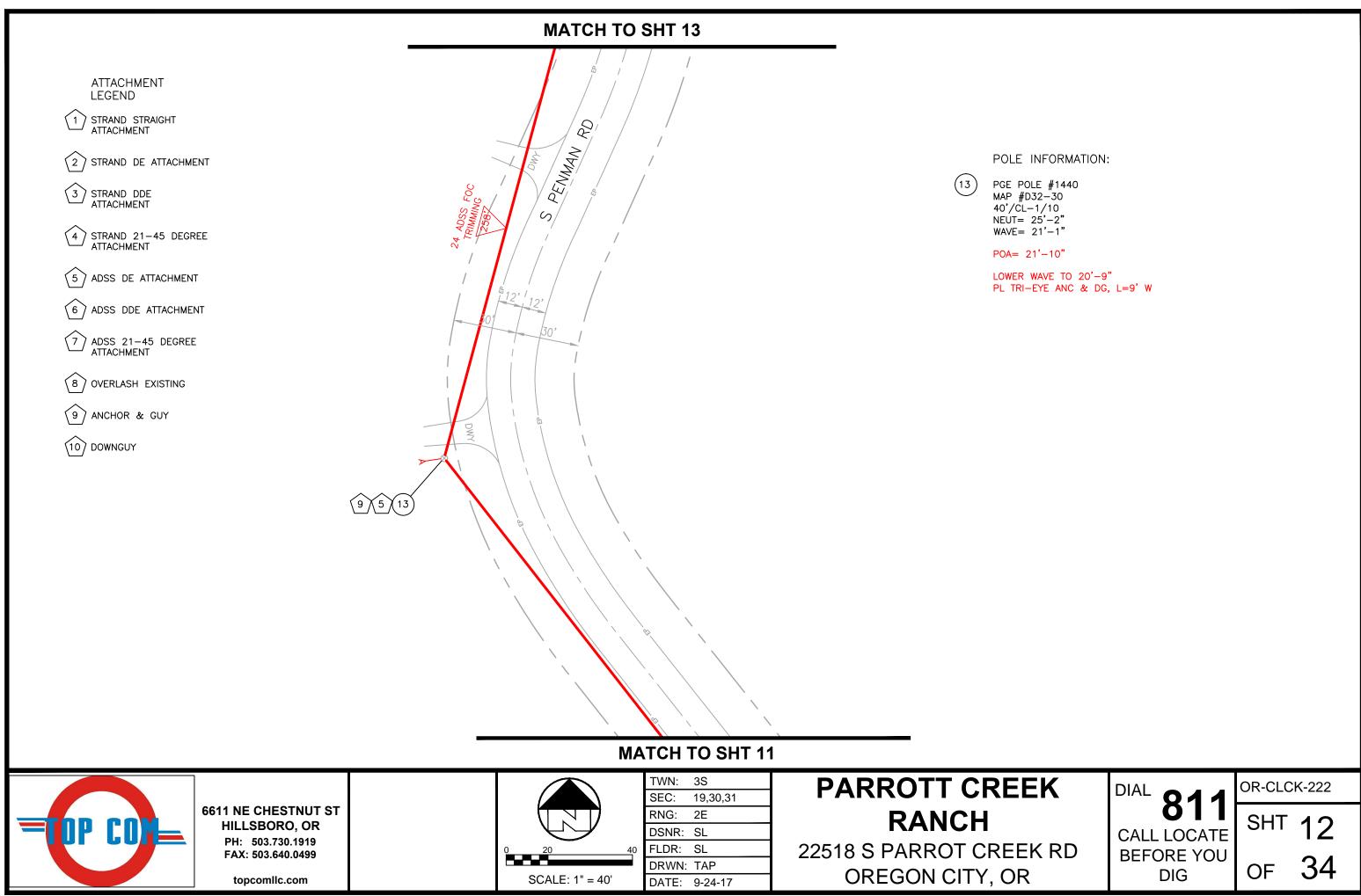


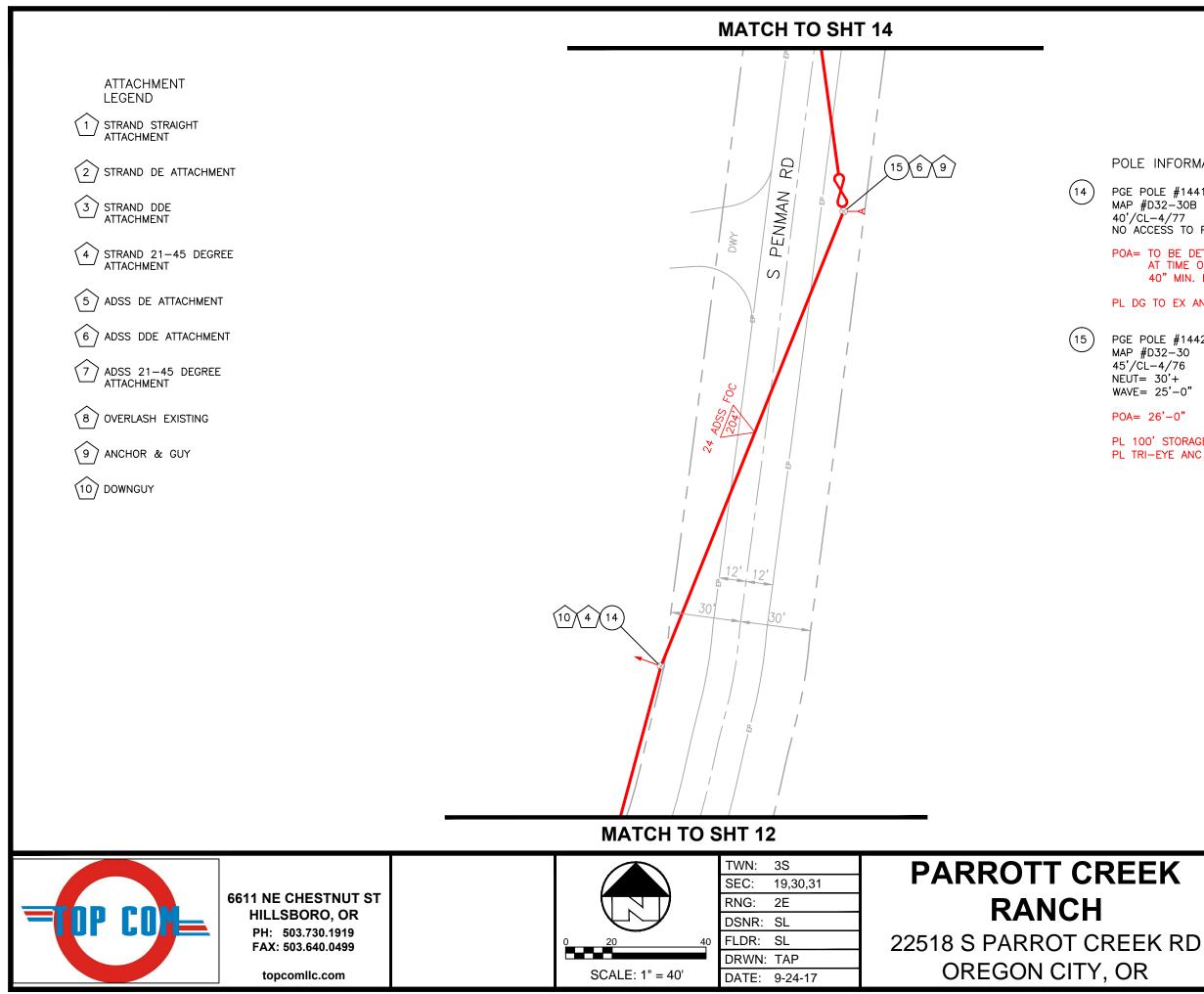
EK		OR-CLCK-222	
EK RD R	CALL LOCATE BEFORE YOU DIG	^{Sht} 8 of 34	











DIAL 811 OR-CLCK-222 SHT 13 CALL LOCATE **BEFORE YOU** 34 OF DIG

POLE INFORMATION:

PGE POLE #1441 MAP #D32-30B 40'/CL-4/77 NO ACCESS TO POLE

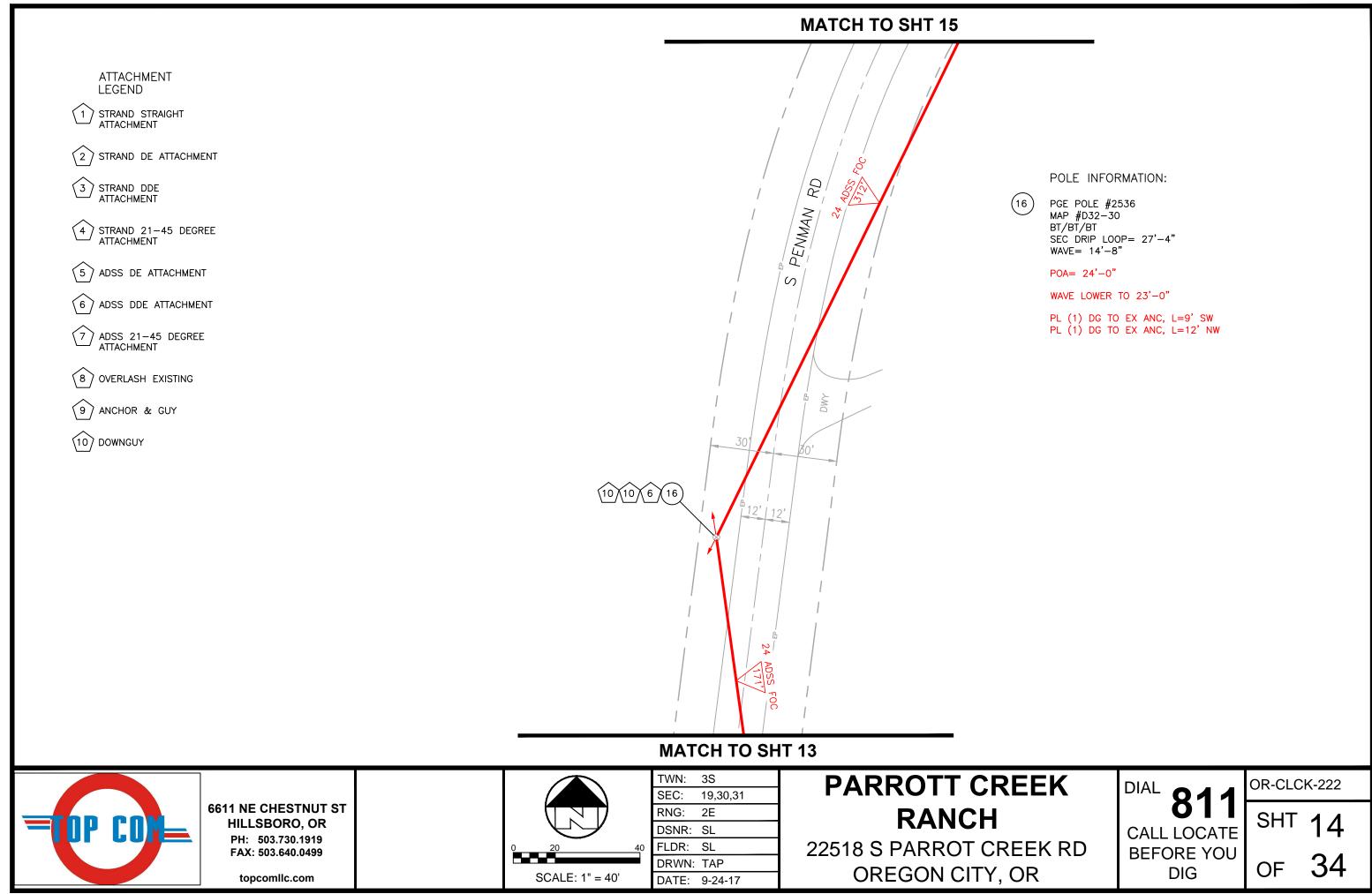
POA= TO BE DETERMINED IN FIELD AT TIME OF CONSTRUCTION 40" MIN. BELOW POWER

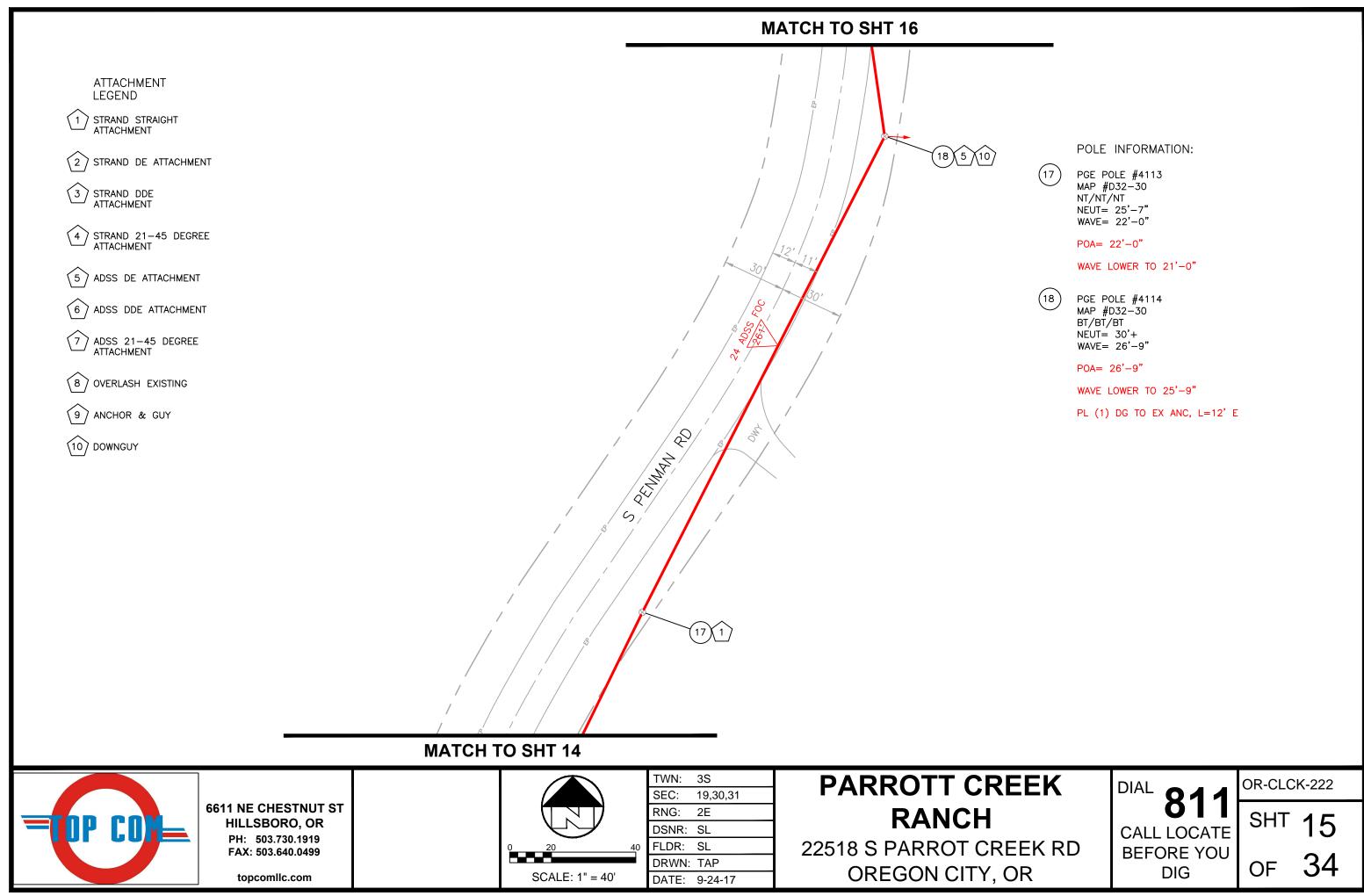
PL DG TO EX ANC, L=12' W

PGE POLE #1442 MAP #D32-30 45'/CL-4/76 NEUT= 30'+ WAVE= 25'-0"

POA= 26'-0"

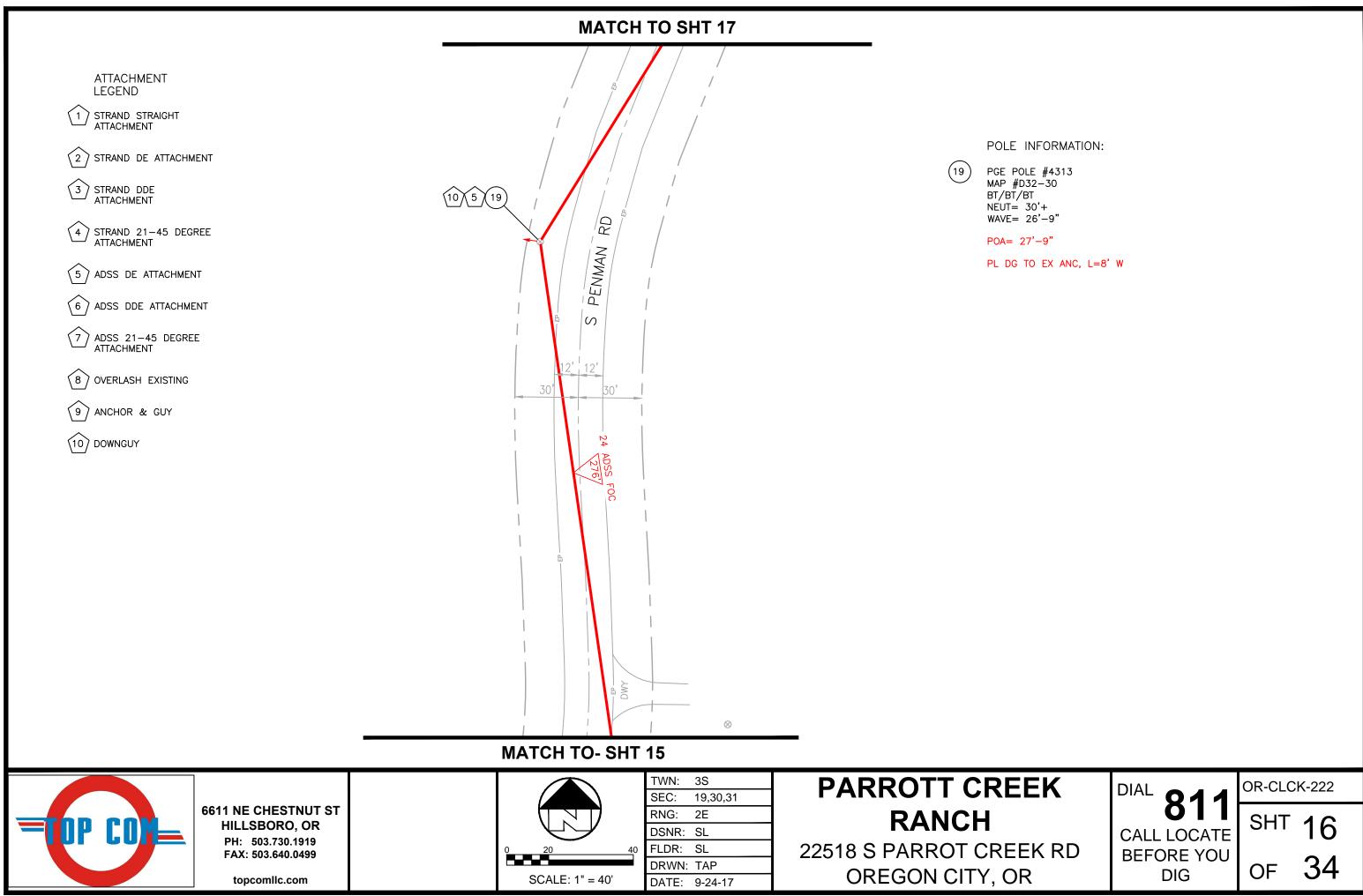
PL 100' STORAGE COIL PL TRI-EYE ANC & DG, L=6' E

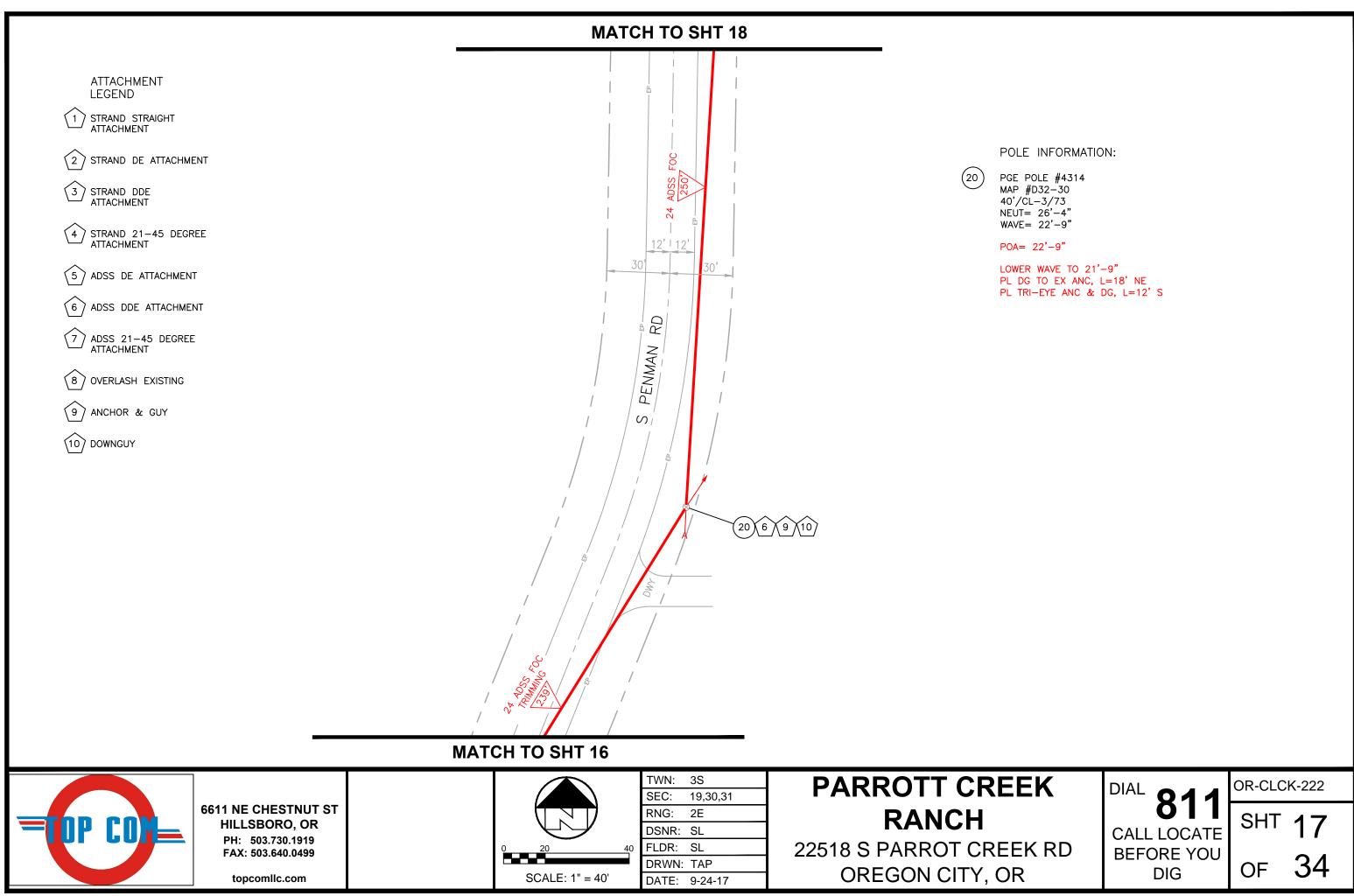


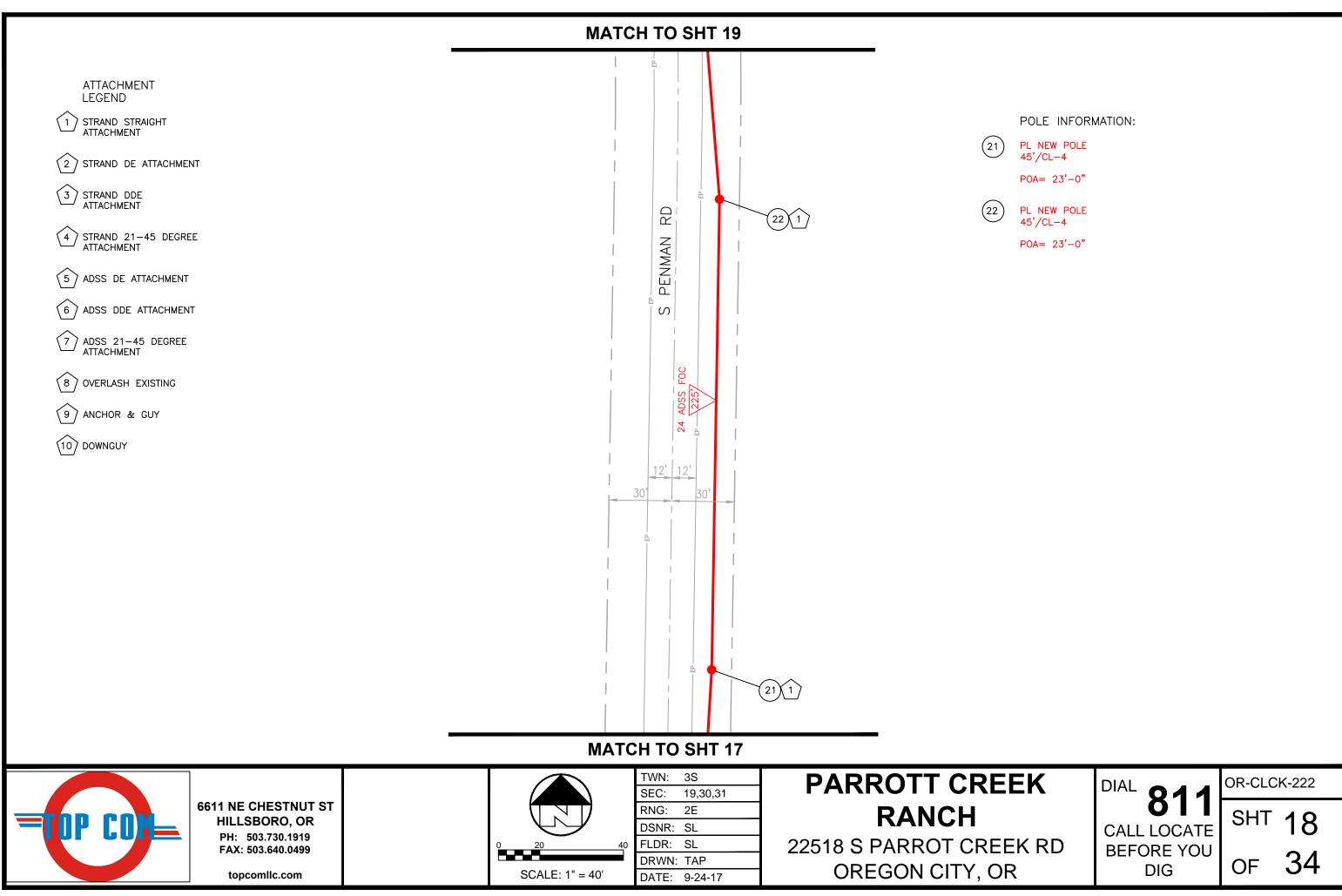


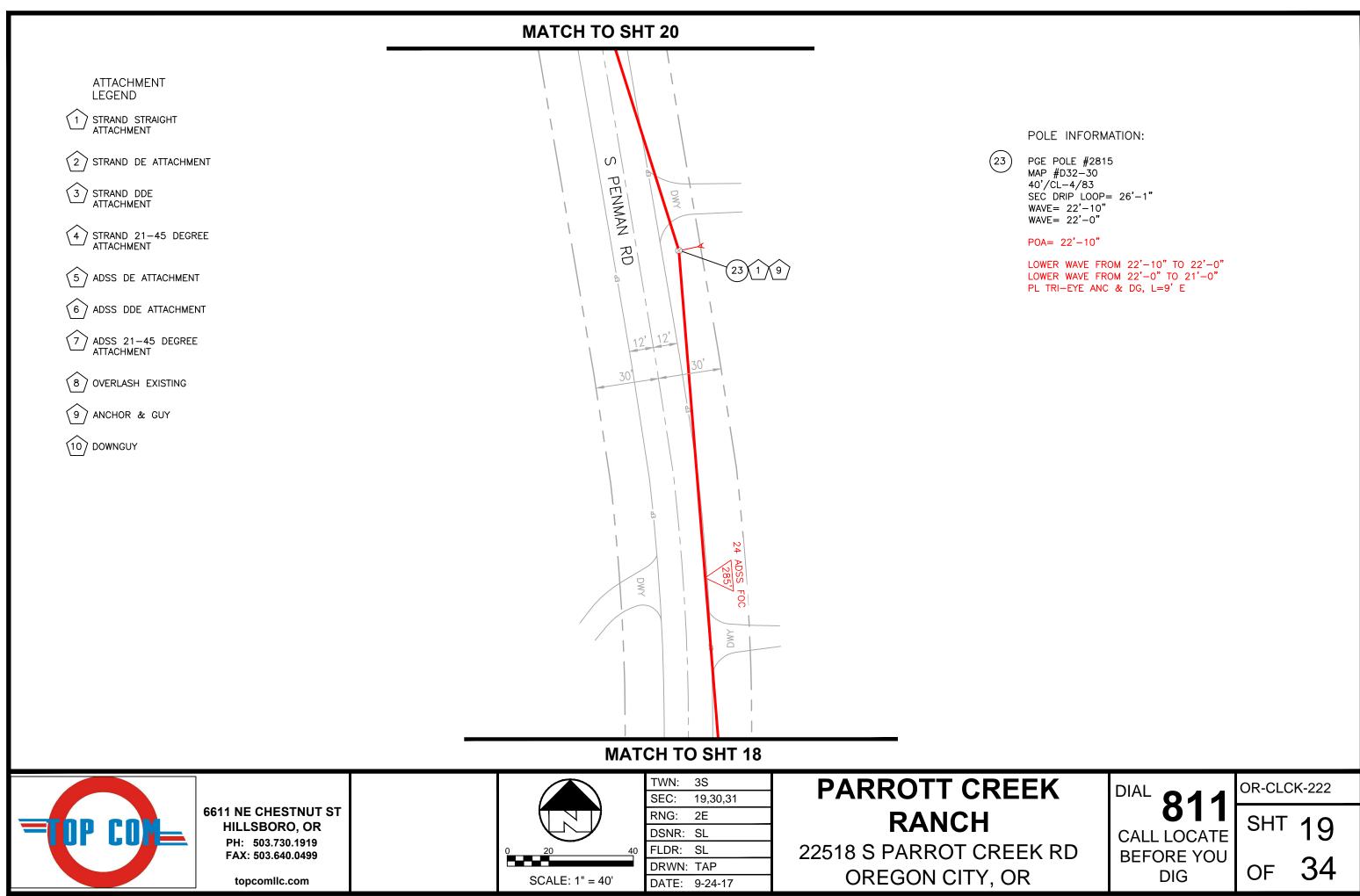


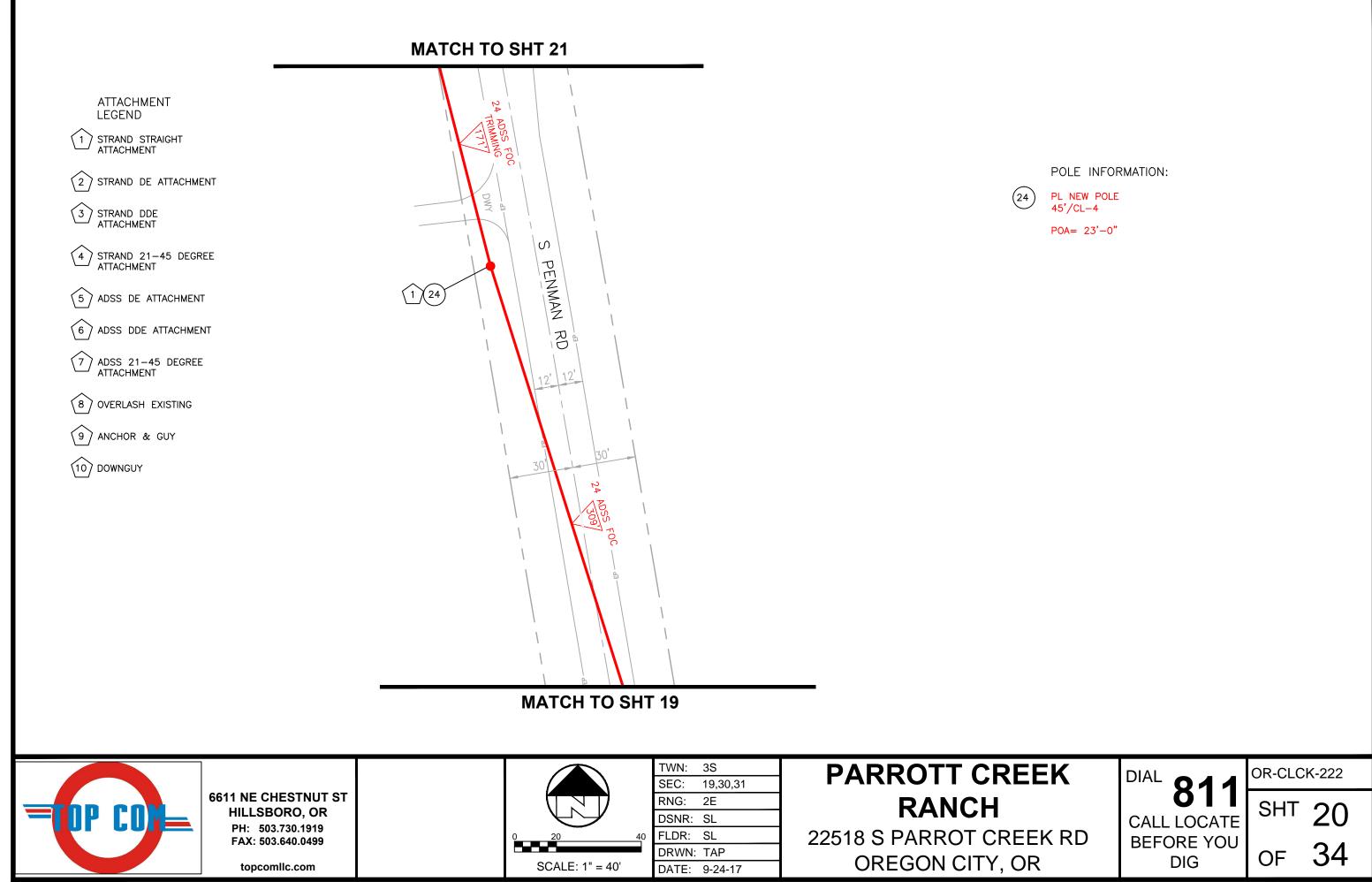


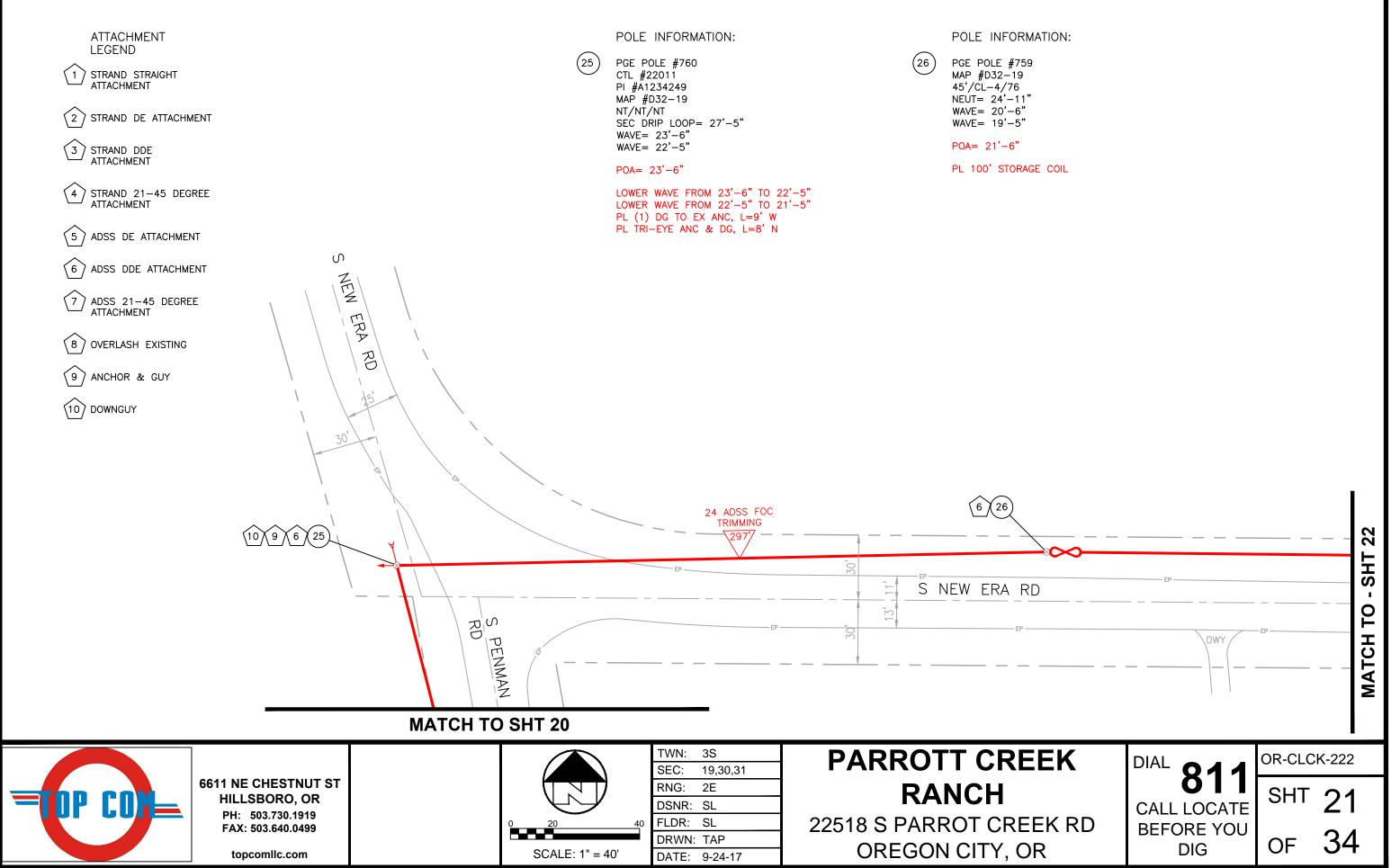


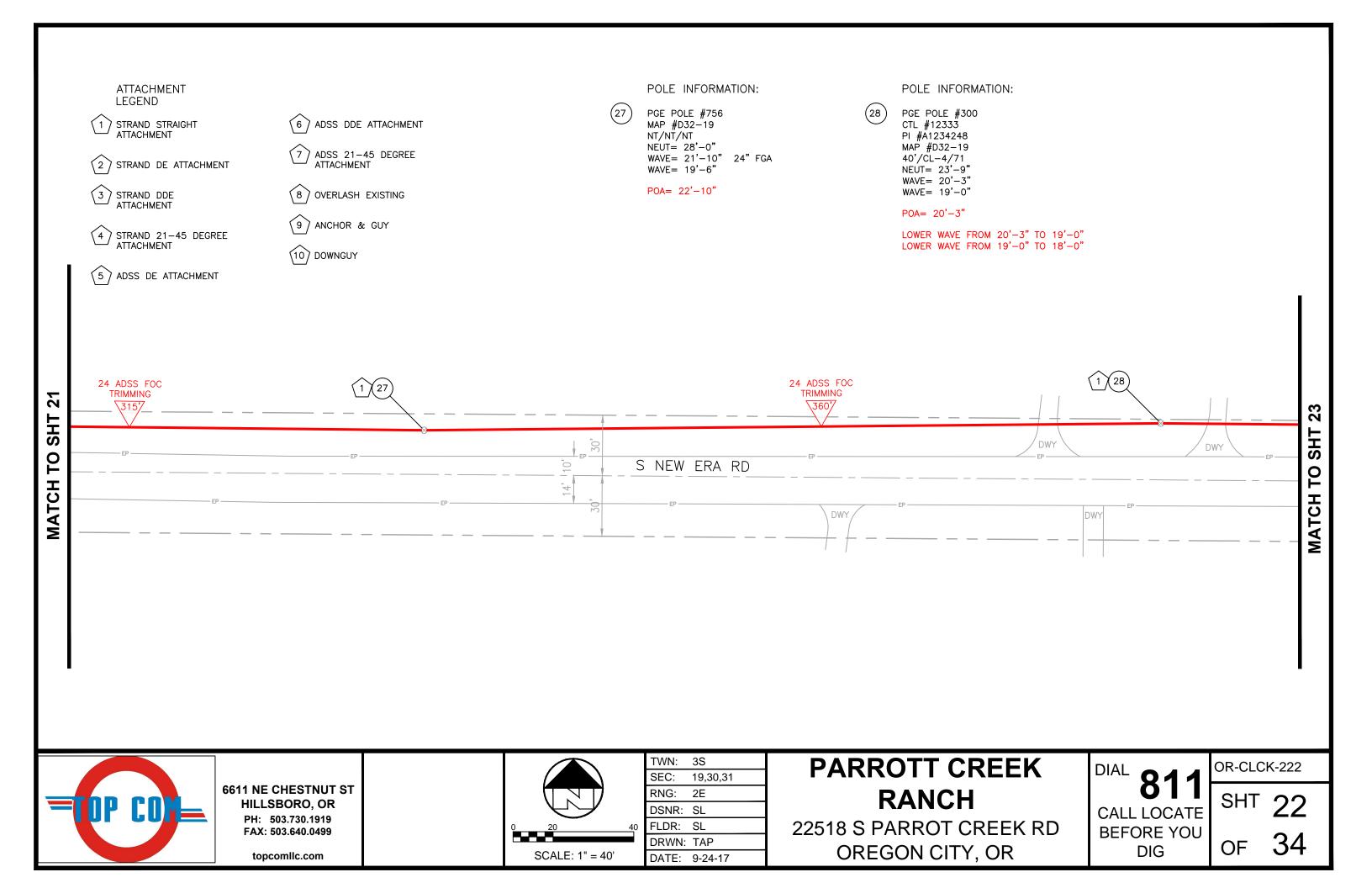


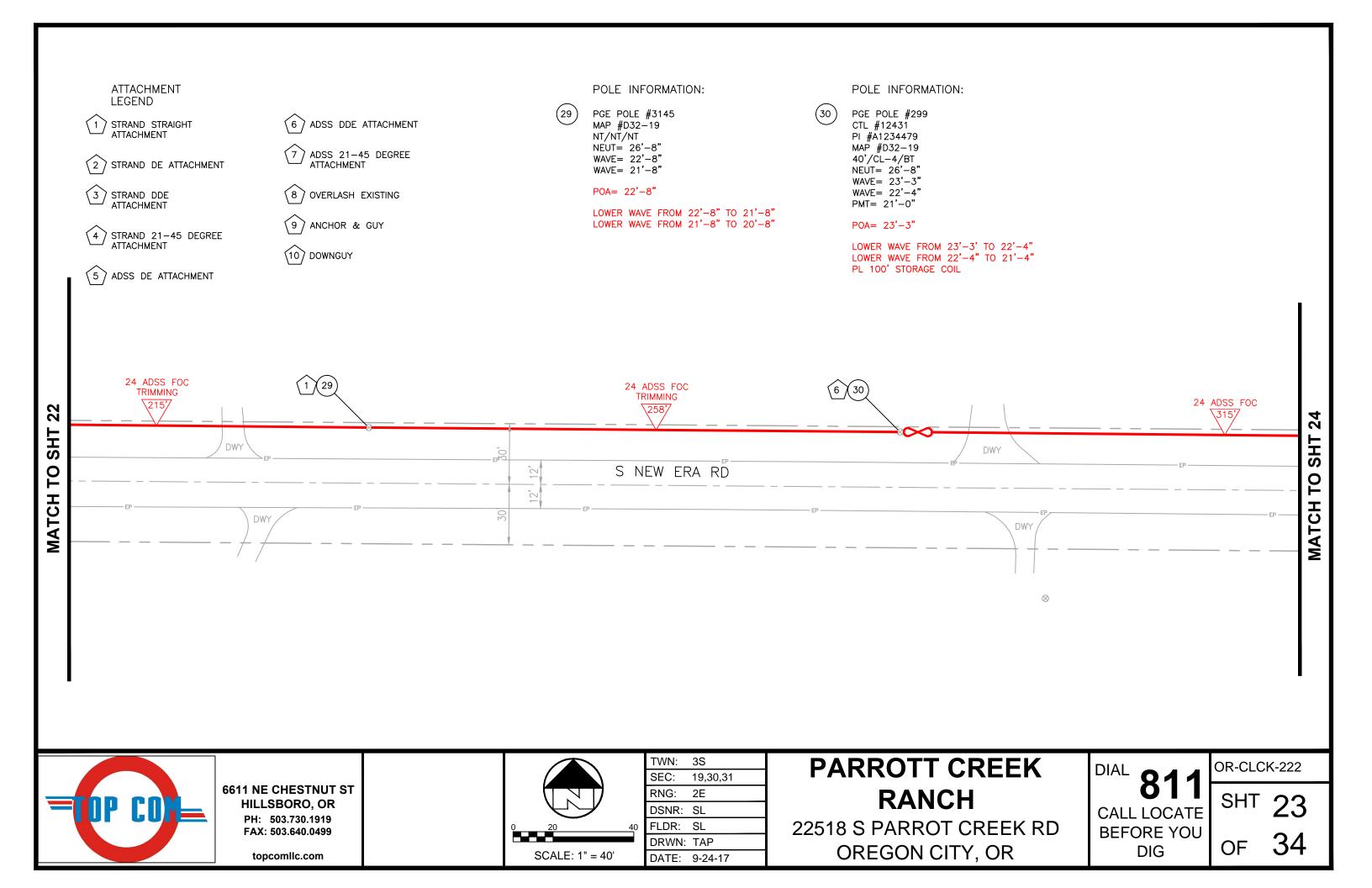


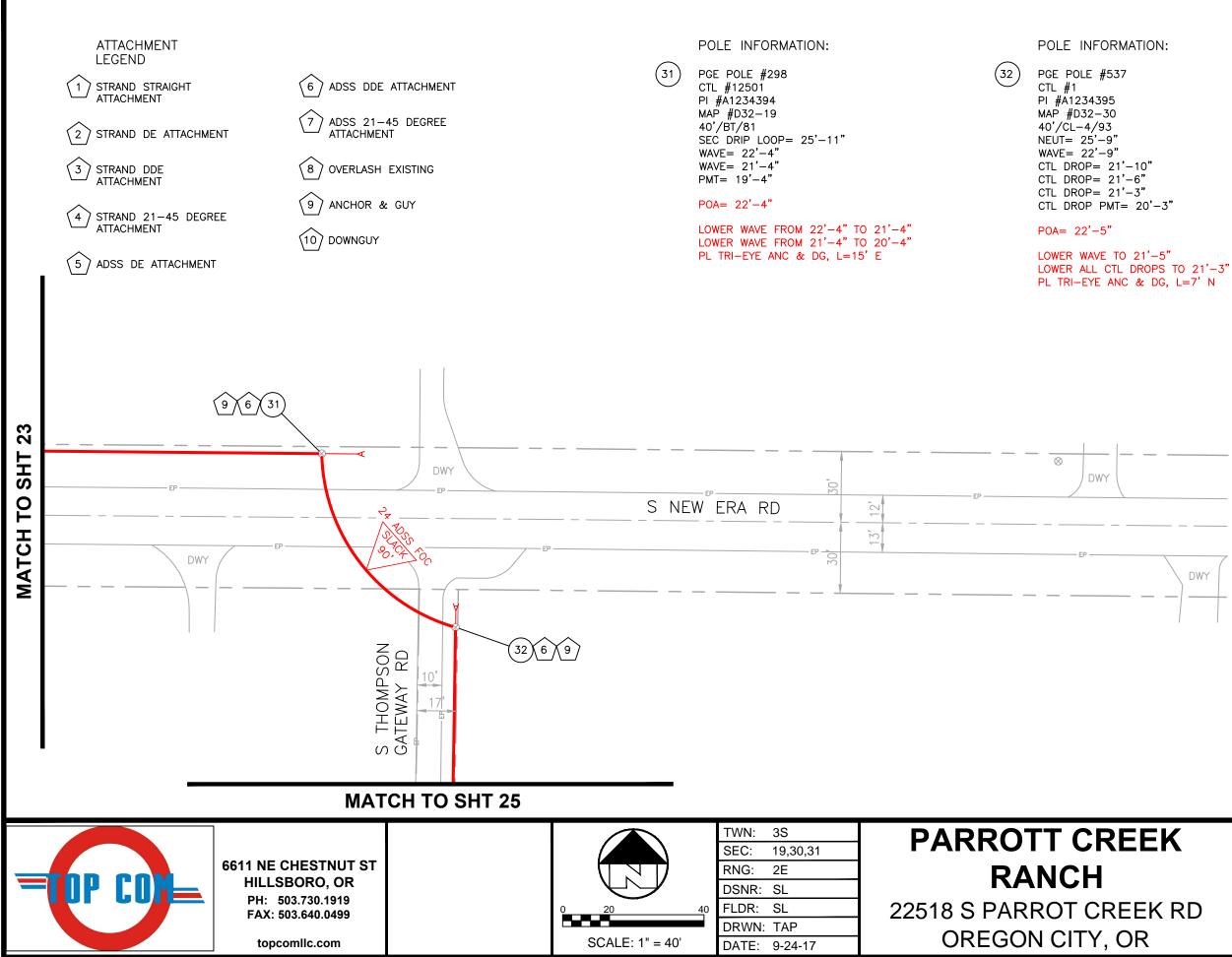




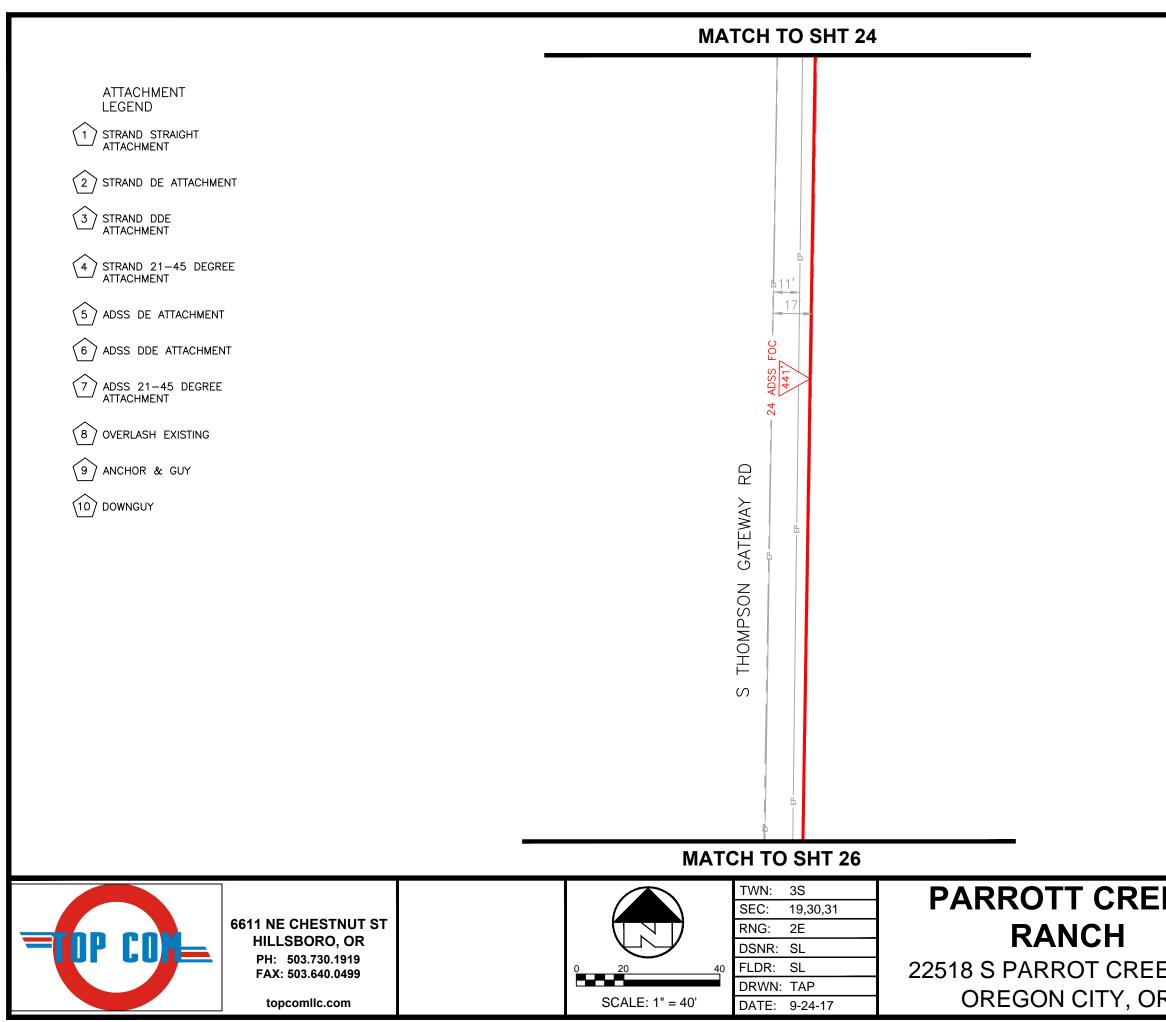




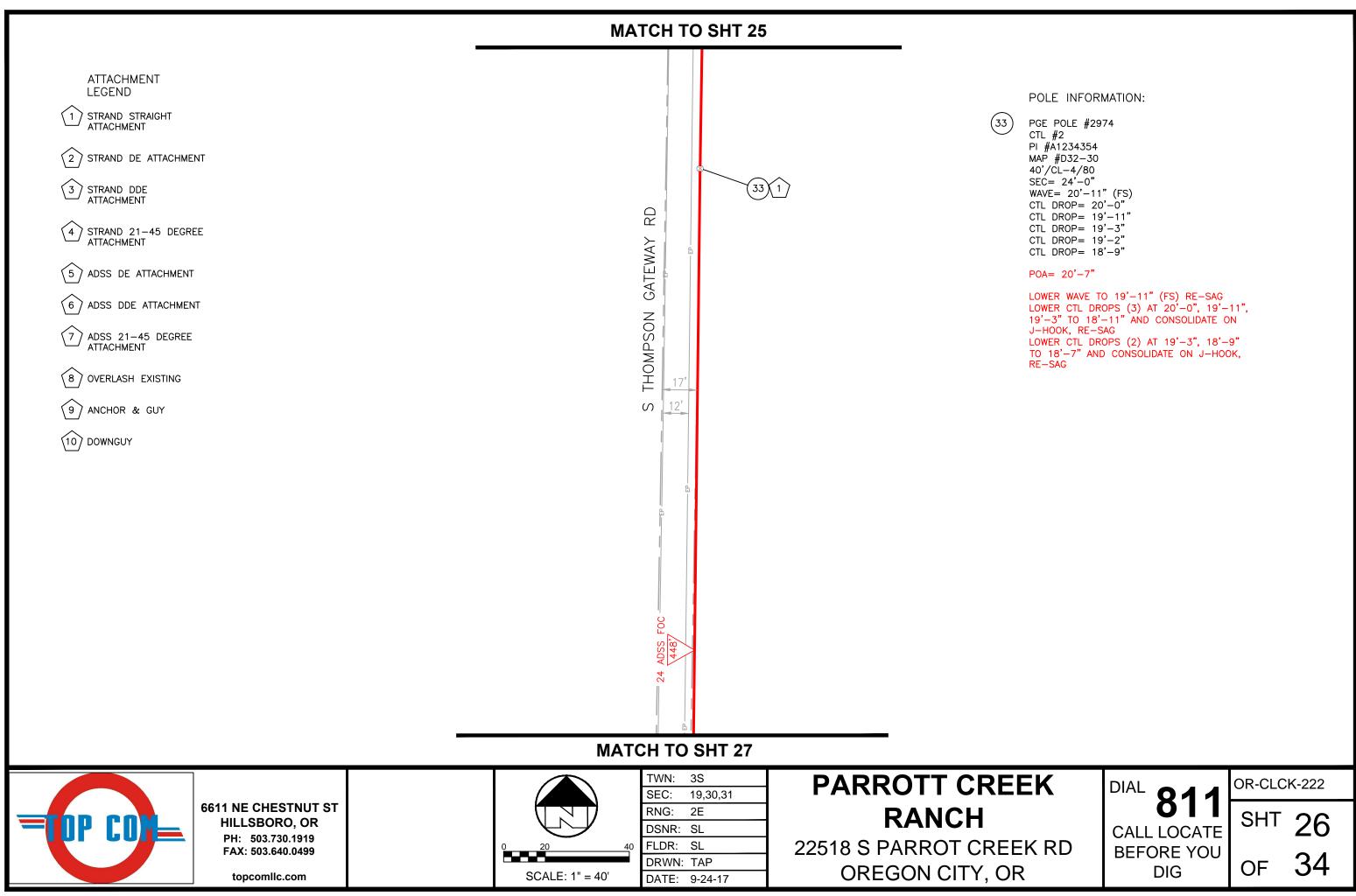


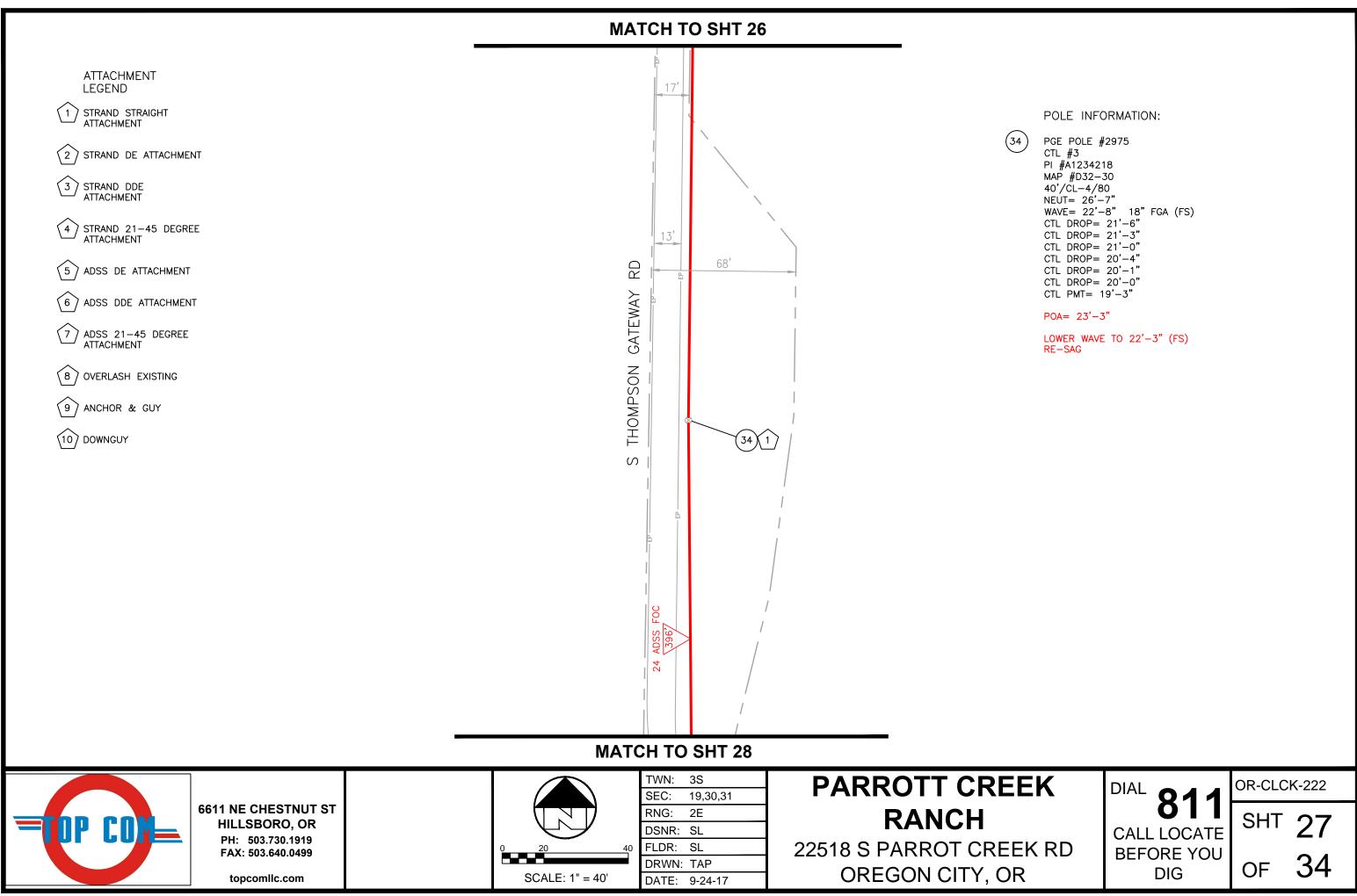


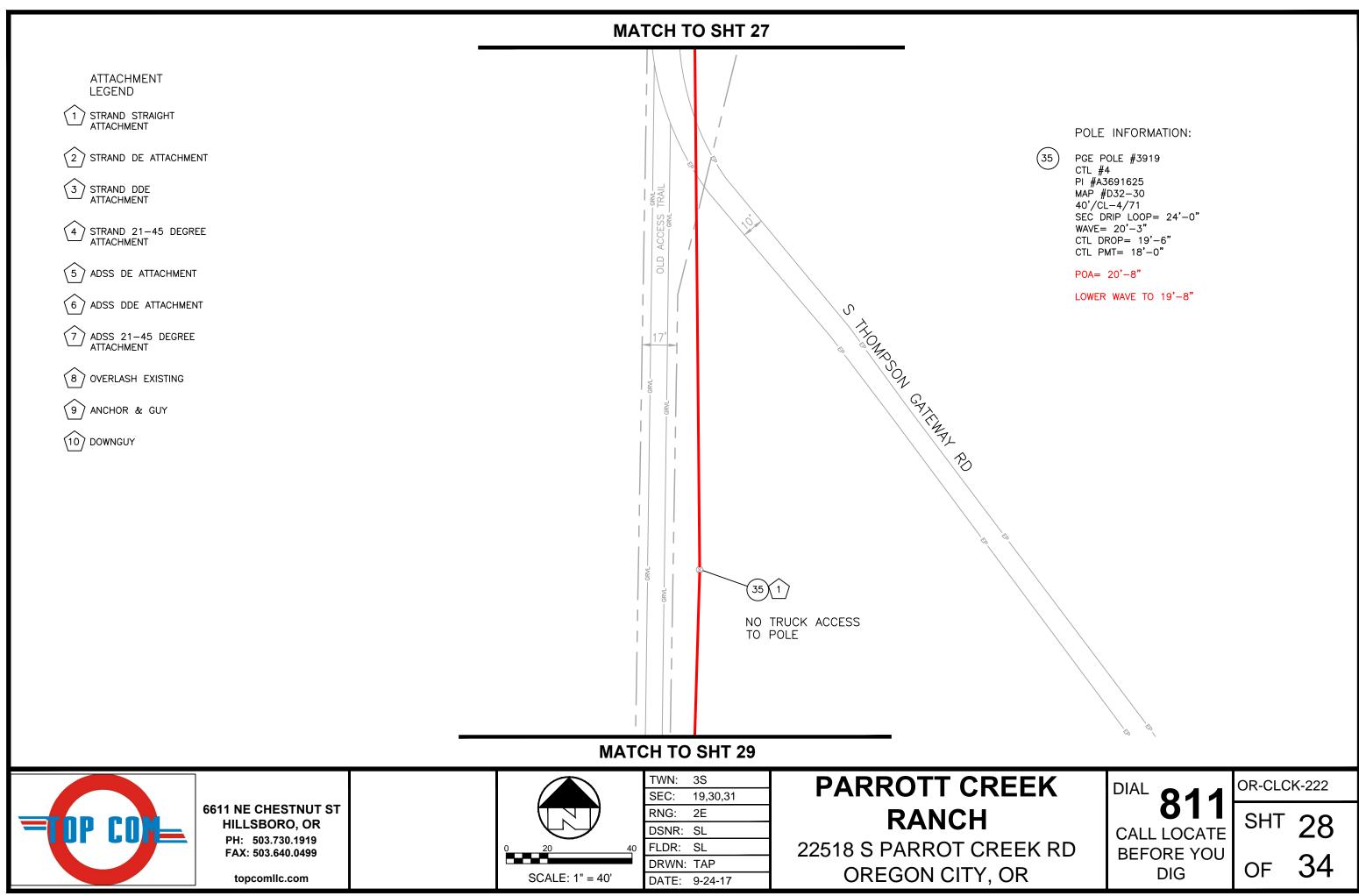
EK		OR-CLCK-222
EK RD	CALL LOCATE BEFORE YOU	SHT 24
R	DIG	of 34

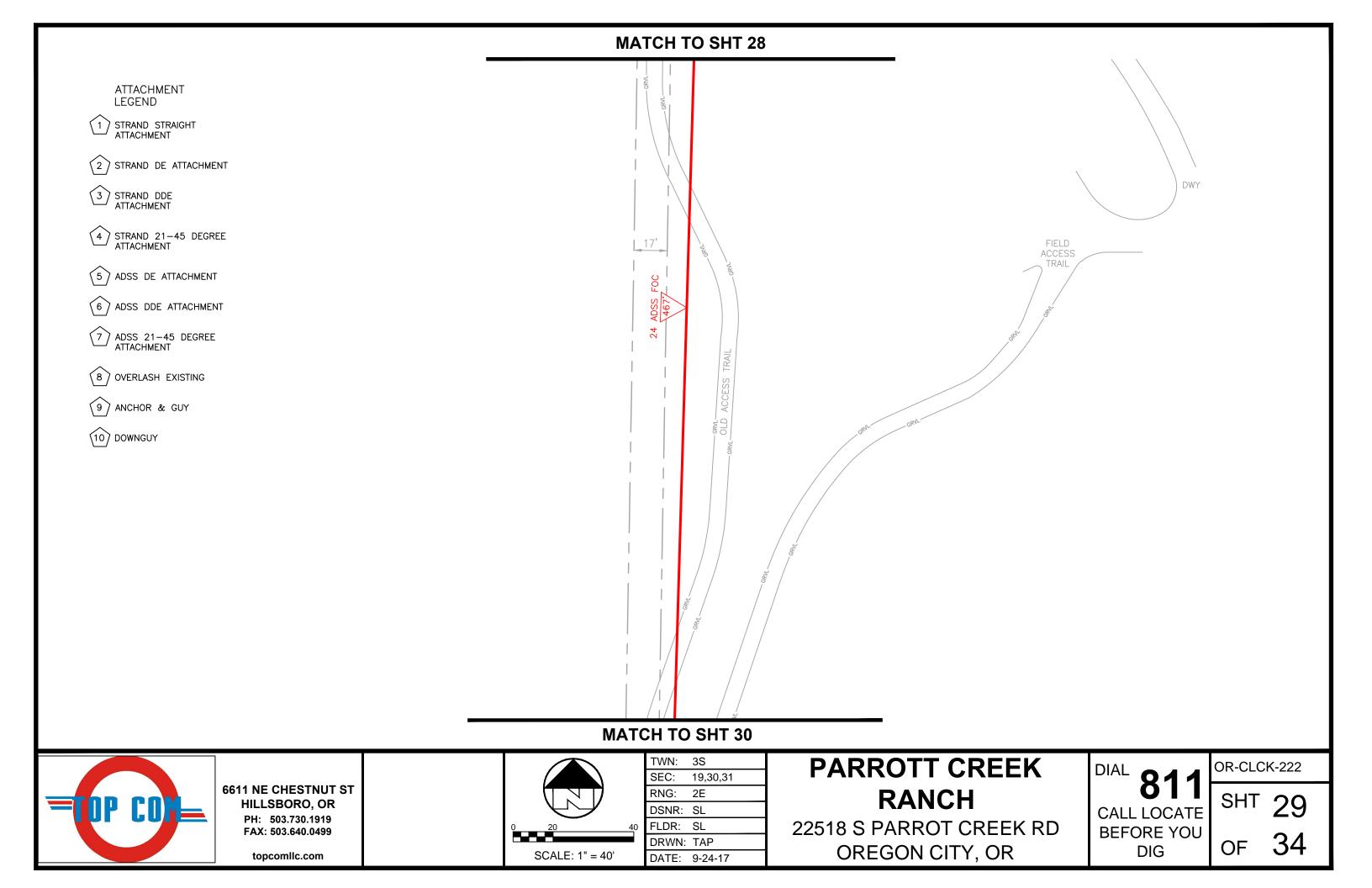


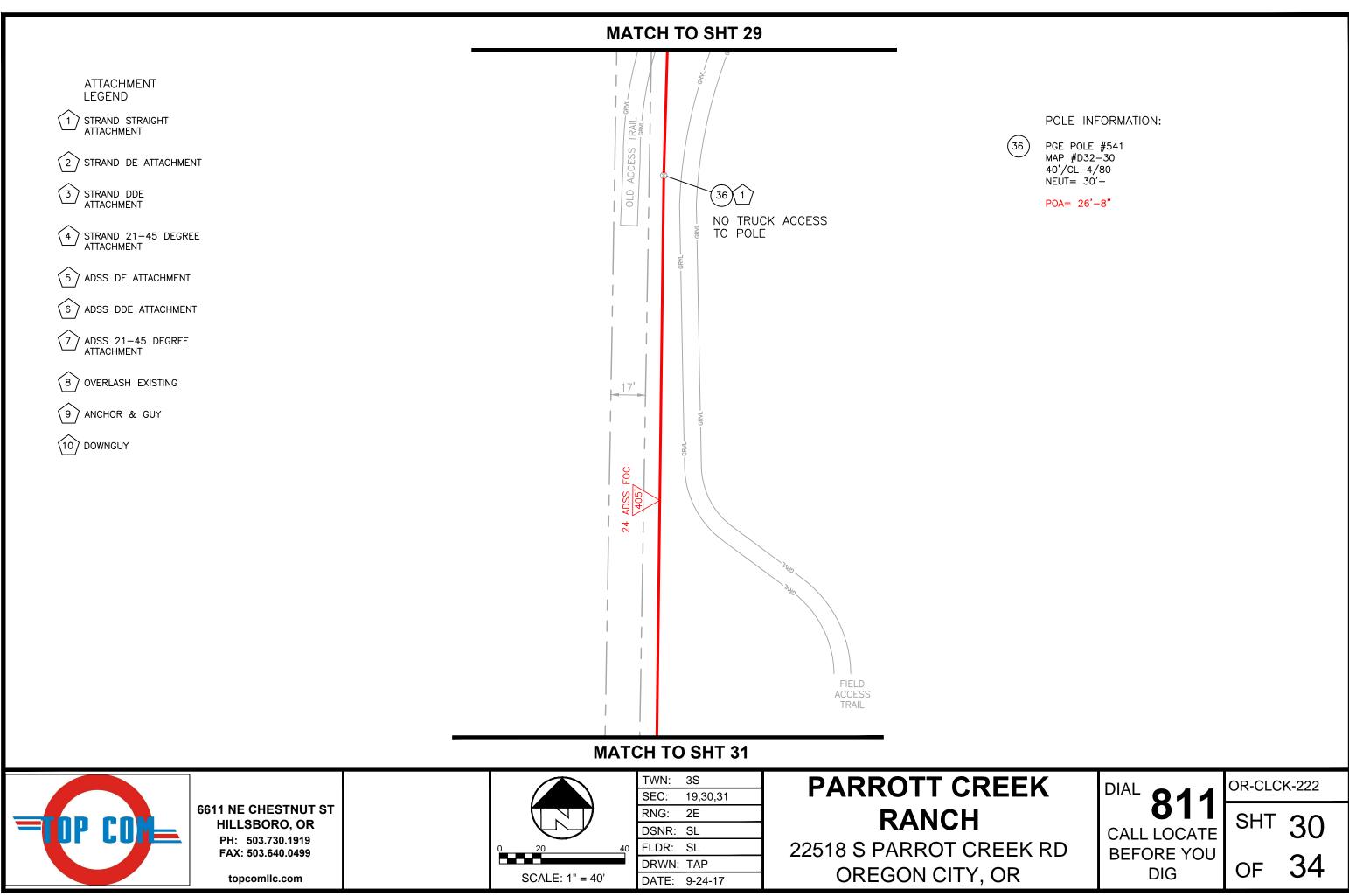
EK		OR-CLCK-222	
EK RD R	CALL LOCATE BEFORE YOU DIG	^{Sht} 25 of 34	

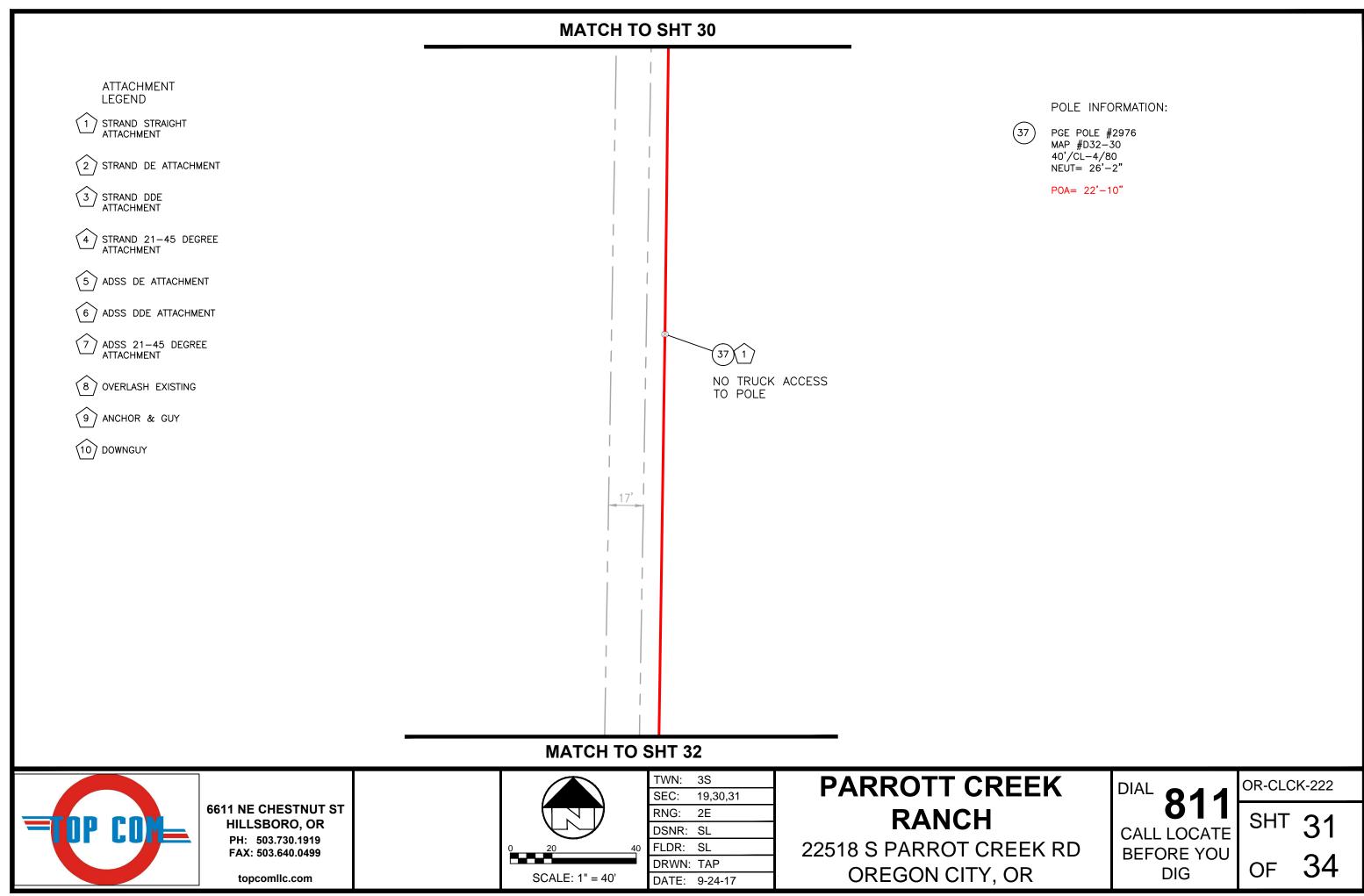


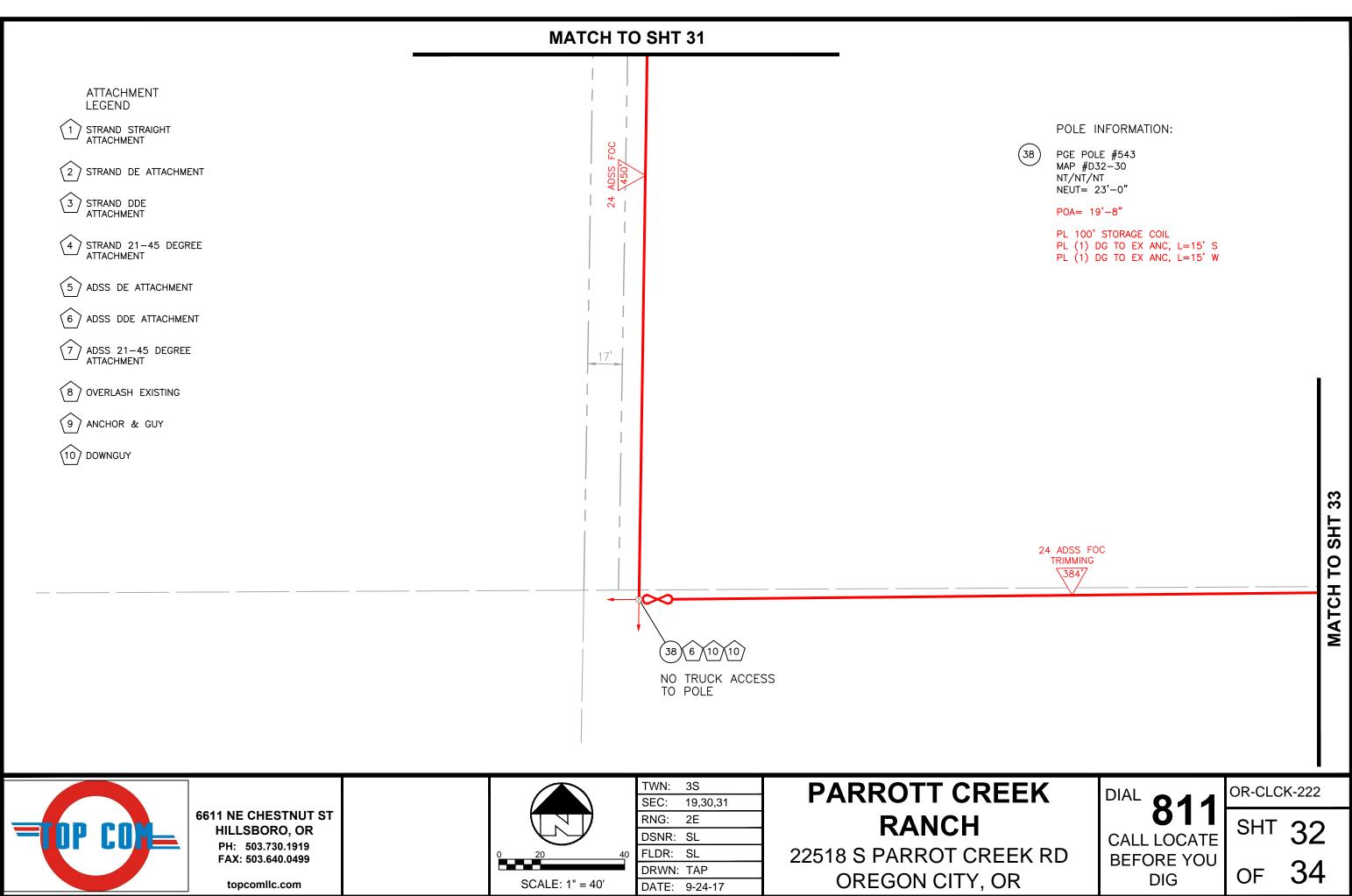


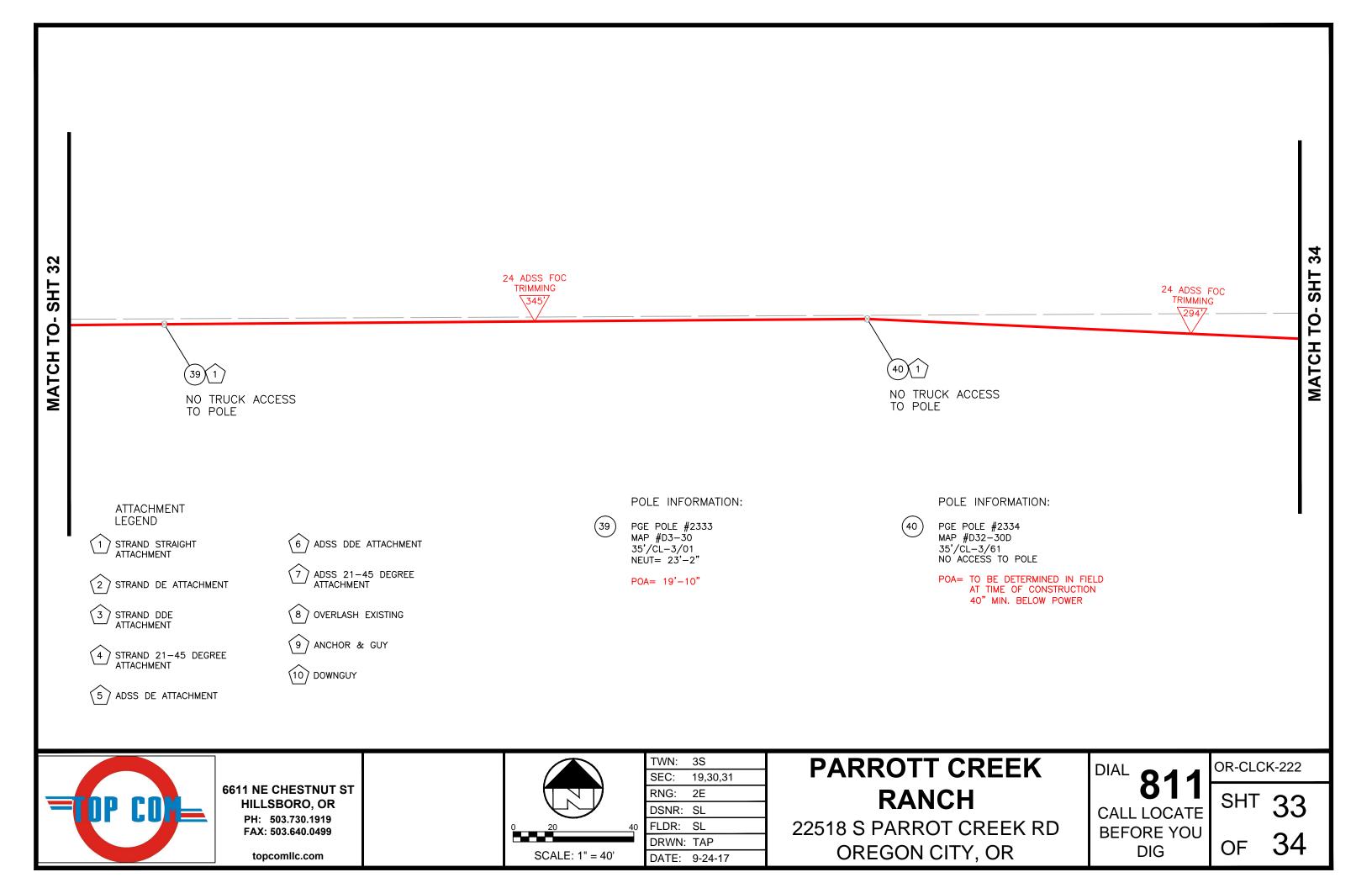


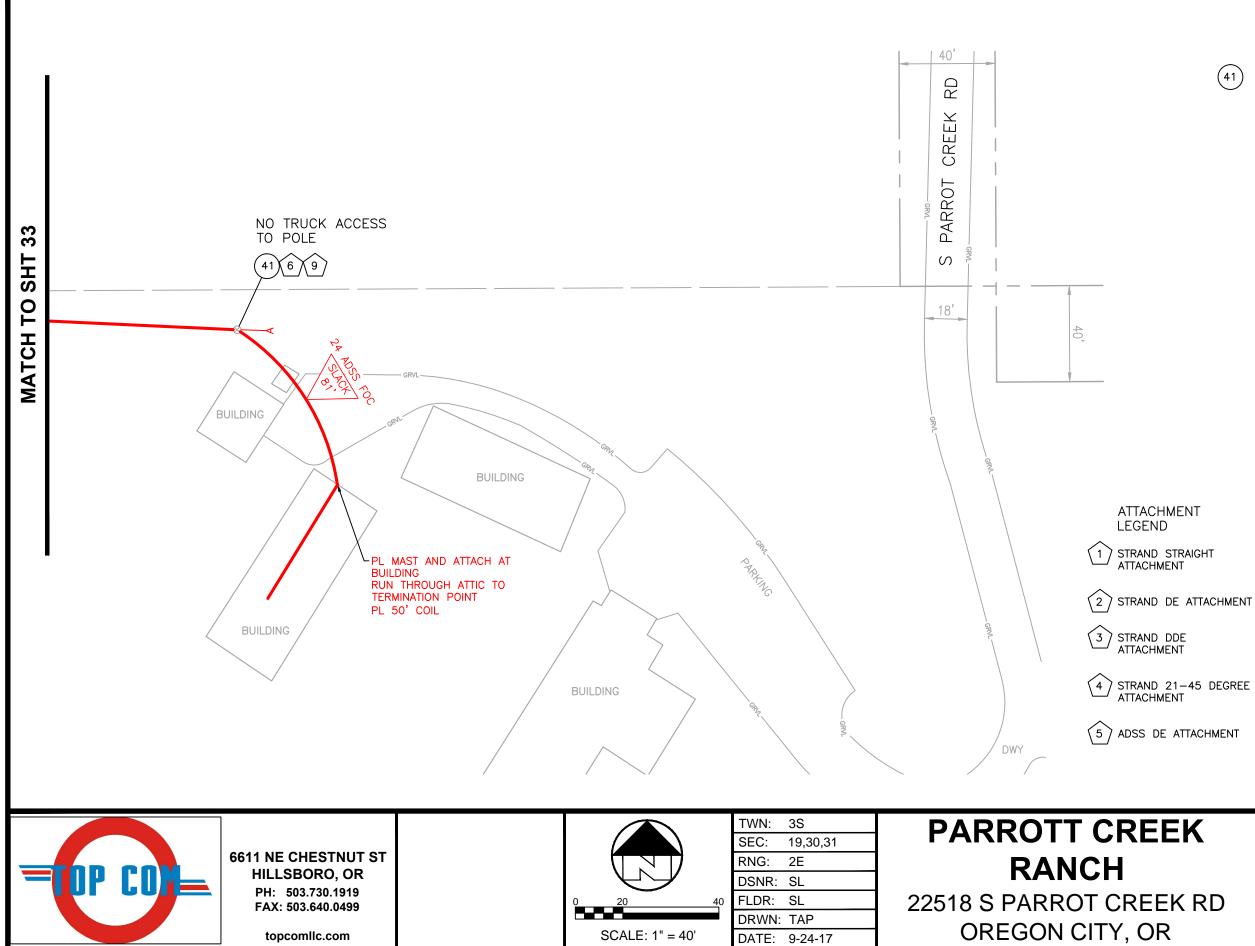


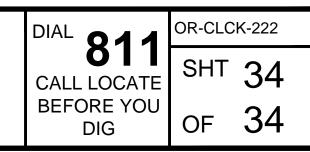












(6) ADSS DDE ATTACHMENT

7 ADSS 21-45 DEGREE ATTACHMENT

(8) OVERLASH EXISTING

9 ANCHOR & GUY

(10) DOWNGUY

PGE POLE #2335 MAP #D32-30D 35'/CL-3/61 NO ACCESS TO POLE POA= TO BE DETERMINED IN FIELD AT TIME OF CONSTRUCTION 40" MIN. BELOW POWER PL TRI-EYE ANC & DG, L=12' E

POLE INFORMATION:



SAMPLE CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

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

Project Name: #2017-88 Parrott Creek Fiber Project

- **1. Contract Documents.** This Contract shall consist of the following documents ("Contract Documents"), hereby incorporated by reference, and are listed in descending order of precedence.
 - A. This Public Improvement Contract
 - B. Clackamas County General Conditions for Public Improvement Contracts (dated 1/1/2017)("General Conditions") which can be found
 - at http://www.clackamas.us/bids/documents/2017_generalconditions.pdf
 - C. Exhibit A Scope of Work
- 2. Contract Price. The Owner will compensate the Contractor for Work on a ______ time and material basis at the rates outlined in Exhibit B and subject to a maximum not-to-exceed price of \$______; or _____ in the firm, fixed-price amount of \$______; in accordance with the requirements of the General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
- 3. Scope of Work. This Project consists of the Scope of Work ("Work") as described in Exhibit A.
- **4. Representatives.** Contractor has named it's Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Work, the Owner designates <u>Duke Dexter</u> as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

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

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

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

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

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

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

- 6. Contract Dates. The following critical dates are hereby set for this Project. Time is of the essence.
 - A. COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")
 - B. SUBSTANTIAL COMPLETION DATE: 75 days from NTP
 - C. FINAL COMPLETION DATE: 90 days from NTP

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

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

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2, and G.2.3 of the General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, as amended on October 1, 2017, which can be downloaded at the following web address: <u>http://www.oregon.gov/boli/WHD/PWR/JULY2017/July_1_2017_PWR.pdf</u>. The Work will take place in Clackamas County, Oregon

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

consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

9. Insurance Certificates and Required Performance and Payment Bonds.

- 9.1 In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and the Owner as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.
- 9.2 In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.
- **10. Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- **11. Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

12. Contractor Data. (Insert Contractor Name & Address)

Contractor CCB # Expiration Date: Oregon Business Registry # Entity Type:

State of Formation:

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

Signature page to follow.

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

Contractor Name (No DBA/ABN)		Clackamas County	
Authorized Signature	Date	David Cummings, Director	Date
Name / Title Printed		APPROVED AS TO FORM	
		County Counsel	Date

EXHIBIT A – SCOPE OF WORK