



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

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

Project Name: (“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 11/1/2017)(“General Conditions”)
  - C. Exhibit A - Scope of Work
  - D. Exhibit B – Fee Schedule (only if time and material basis)
  
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 \_\_\_\_\_ 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: [Specific Date or Upon Issuance of Notice to Proceed]
- B. SUBSTANTIAL COMPLETION DATE:
- C. FINAL COMPLETION DATE:

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, \_\_\_\_\_, as amended \_\_\_\_\_, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

The Work will take place in Clackamas County, Oregon

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 and the Davis-Bacon and Related Acts from the U.S. Secretary of Labor, unless a higher wage rate and fringe benefits are required according to ORS 279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act", which are incorporated herein by reference.

PREVAILING WAGE RATES for Public Works for State PWR and federal Davis-Bacon Act, can be downloaded at the following web address:

[http://www.boli.state.or.us/BOLI/SHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/SHD/PWR/pwr_book.shtml)

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 be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).
- 9.2 In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.

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

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

**12. Liquidated Damages [OPTIONAL].** 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.

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

12.1.1. \$ \_\_\_\_\_ per Calendar day from Day 1 through Day 28 past the Substantial Completion date.

12.1.2. \$ \_\_\_\_\_ per Calendar Day from Day 29 through Day 118 past the Substantial Completion date (7 days before Fall Quarter).

12.1.3. \$ \_\_\_\_\_ per Calendar Day from Day 119 and beyond.

**13. Contractor Data.**

**(Insert Contractor Name & Address)**

Contractor CCB # \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Oregon Business Registry # \_\_\_\_\_

Entity Type: \_\_\_\_\_

State of Formation: \_\_\_\_\_

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

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

Contractor Name (No DBA/ABN) \_\_\_\_\_

Clackamas County

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

APPROVED AS TO FORM

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

\_\_\_\_\_  
Date

**EXHIBIT A – SCOPE OF WORK**

SAMPLE

**EXHIBIT B – FEE SCHEDULE**

SAMPLE