



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 27, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Guaranteed Maximum Price Contract with P&C Construction for construction of Oak Lodge Library. Amendment value is \$15,314,232. Total contract value for the construction of the Oak Lodge Library is \$15,461,232. Funding through County ARPA, State ARPA, Oak Lodge Library Funds and \$5.7MM in budgeted County General Funds.**

<b>Previous Board Action/Review</b>	5/17/23: Policy Session, Board approved \$900,000 in additional funding for the Gladstone and Oak Lodge Public Libraries.		
<b>Performance Clackamas</b>	This project aligns with the Vibrant Economy Goal: It provides economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.		
<b>Counsel Review</b>	Yes, ARN	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jason Varga	<b>Contact Phone</b>	(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 Oak Lodge Library only. This amendment is a Guaranteed Maximum Price (GMP) proposal. The cost of this amendment was included in the overall project cost of \$21.5M.

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  
Department of 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 Oak Lodge Library and Community Park portion of the Project. This GMP Amendment is strictly for the Oak Lodge Library and Community Park portions of the Project. No Construction Phase Services are authorized for the Gladstone Library portion of the Project. Contractor’s guaranteed maximum price proposal for performance of the Oak Lodge Library and Community Park 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 Oak Lodge Library and Community Park portion of the Project. Construction Phase Services includes all Work necessary to complete the Oak Lodge Library and Community Park 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.** Oak Lodge Library and Community Park – Clarifications and Assumptions  
Basis for GMP Cost Estimate Base on 100% Construction Documents Drawings
- 2.4.** 95% Construction Documents – List of Documents

**3. Guaranteed Maximum Price.** The guaranteed maximum price (“GMP”) for the Oak Lodge Library and Community Park portion of the Project, including the costs of Early Work Amendments #2 and #3, is \$15,461,435.00. The compensation amount authorized by this GMP Amendment for Contractor to complete Construction Phase Services for the Oak Lodge Library and Community Park portion of the Project is \$15,314,232.00.

Preconstruction Services Fee	\$ 88,780.00
Early Work Amendment #2	\$ 10,522.00–
	Oak Lodge Library specific work
Early Work Amendment #3	\$ 136,681.00
GMP Amendment	\$ 15,314,232.00

**4. Contractor’s Fee.** Pursuant to Section 4.B. of the Contract, the Contractor’s Fee shall be the sum of \$ 367,730.00. 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 5% of the Cost of Work for the Construction Phase Services for a Construction Contingency of \$695,942.00. 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 Oak Lodge Library and Community Park portion of the Project by the following Contract Times:
  - 7.1. Substantial Completion: October 29, 2024
  - 7.2. Final Completion: December 12, 2024
  
8. **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.
  
9. **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 and the federal terms and conditions, attached hereto as Exhibit K.

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><b>P. &amp; C. Construction Co.</b></p> <p><i>Steven Malany</i> 7/19/2023</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Authorized Signature                      Date</p>	<p><b>Clackamas County</b></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Chair</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Recording Secretary</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p>
<p><b>STEVEN MALANY, PRES.</b></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Printed Name</p>	<p>Approved as to Form:</p> <p><i>[Signature]</i>                      07/20/2023</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>County Counsel                                      Date</p>

**Exhibit I**



**CONSTRUCTION GMP ESTIMATE - 100% CONSTRUCTION DOCUMENTS DRAFT**

CONSTRUCTION GMP ESTIMATE - 100% CONSTRUCTION DOCUMENTS DRAFT				Cost Breakdown by AREA <small>(For Reference ONLY included in TOTAL)</small>					Alternates			
Line #	Division	Description	TOTAL COST	Concord Park	Park Shelter	Concord Hardscape, Util. Parking	Oak Lodge Library	Solar (1.5% GET)	Alt.1 - Water Feature & Utilities	Alt.2 - Polished Concrete in Lieu SC	Alt.3 - Large Format Tile at Restrooms	Alt.4 - Stretched Fabric Wall Panels AWP-2
1	01	GENERAL REQUIREMENTS	\$2,142,721	\$425,000	\$0	\$425,000	\$1,292,721	\$0	\$0	\$0	\$0	\$0
2	02	EXISTING CONDITIONS	\$67,500	\$14,400	\$0	\$45,000	\$8,100	\$0	\$2,000	\$0	\$0	\$0
3	03	CONCRETE	\$1,486,030	\$0	\$86,030	\$100,000	\$1,300,000	\$0	\$0	\$0	\$0	\$0
4	04	MASONRY	\$377,188	\$0	\$7,188	\$0	\$370,000	\$0	\$0	\$0	\$0	\$0
5	05	METALS	\$1,275,238	\$0	\$0	\$50,000	\$1,225,238	\$0	\$0	\$0	\$0	\$0
6	06	WOOD, PLASTICS, & COMPOSITES	\$1,756,160	\$0	\$0	\$0	\$1,756,160	\$0	\$0	\$0	\$0	\$0
7	07	THERMAL & MOISTURE PROTECTION	\$967,279	\$0	\$20,000	\$200,000	\$747,279	\$0	\$0	\$0	\$0	\$0
8	08	DOORS & WINDOWS	\$849,624	\$0	\$2,500	\$0	\$847,124	\$0	\$0	\$0	\$0	\$0
9	09	FINISHES	\$1,160,291	\$0	\$2,502	\$0	\$1,157,789	\$0	\$0	\$31,702	\$21,361	\$79,000
10	10	SPECIALTIES	\$173,396	\$34,100	\$3,000	\$25,000	\$111,296	\$0	\$0	\$0	\$0	\$0
11	11	EQUIPMENT	\$25,084	\$0	\$0	\$0	\$25,084	\$0	\$0	\$0	\$0	\$0
12	12	FURNISHINGS	\$92,832	\$0	\$0	\$0	\$92,832	\$0	\$0	\$0	\$0	\$0
13	13	SPECIAL CONSTRUCTION	\$161,033	\$0	\$161,033	\$0	\$0	\$0	\$166,333	\$0	\$0	\$0
14	21	FIRE SUPPRESSION	\$116,000	\$0	\$0	\$0	\$116,000	\$0	\$0	\$0	\$0	\$0
15	22	PLUMBING	\$18,340	\$0	\$18,340	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0
16	23	HEATING, VENTILLATING & AIR CONDITIONING	\$996,000	\$0	\$0	\$0	\$996,000	\$0	\$0	\$0	\$0	\$0
17	26	ELECTRICAL	\$1,502,415	\$82,415	\$0	\$335,000	\$1,085,000	\$0	\$0	\$0	\$0	\$0
18	31	EARTHWORK	\$2,470,699	\$598,522	\$0	\$1,251,177	\$621,000	\$0	\$0	\$0	\$0	\$0
19	32	EXTERIOR IMPROVEMENTS	\$2,055,926	\$555,582	\$0	\$1,500,344	\$0	\$0	\$0	\$0	\$0	\$0
20	33	UTILITIES	\$42,480	\$0	\$2,480	\$40,000	\$0	\$0	\$4,475	\$0	\$0	\$0
21	48	ELECTRICAL POWER GENERATION	\$181,450	\$0	\$0	\$0	\$0	\$181,450	\$0	\$0	\$0	\$0
22		<b>SUBTOTAL</b>	<b>\$17,917,684</b>	<b>\$1,710,019</b>	<b>\$303,073</b>	<b>\$3,971,521</b>	<b>\$11,751,622</b>	<b>\$181,450</b>	<b>\$175,308</b>	<b>\$31,702</b>	<b>\$21,361</b>	<b>\$79,000</b>
23		Evolution of Design Contingency @ 0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24		Bidding Contingency @ 0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25		Construction Contingency @ 5.00%	\$895,884	\$85,501	\$15,154	\$198,576	\$587,581	\$9,073	\$8,765	\$1,585	\$1,068	\$3,950
26		<b>Subtotal - Cost of Work</b>	<b>\$18,813,568</b>	<b>\$1,795,520</b>	<b>\$318,226</b>	<b>\$4,170,097</b>	<b>\$12,339,203</b>	<b>\$190,523</b>	<b>\$184,073</b>	<b>\$33,287</b>	<b>\$22,429</b>	<b>\$82,950</b>
27		Builder's Risk Insurance @ 0.60%	\$112,881	\$10,773	\$1,909	\$25,021	\$74,035	\$1,143	\$1,104	\$200	\$135	\$498
28		CMGC Liability Insurance @ 1.15%	\$216,356	\$20,648	\$3,660	\$47,956	\$141,901	\$2,191	\$2,117	\$383	\$258	\$954
29		CMGC Payment and Perfor. Bonds @ 0.95%	\$178,729	\$17,057	\$3,023	\$39,616	\$117,222	\$1,810	\$1,749	\$316	\$213	\$788
30		<b>Total Cost of Work</b>	<b>\$19,321,535</b>	<b>\$1,843,999</b>	<b>\$326,818</b>	<b>\$4,282,690</b>	<b>\$12,672,361</b>	<b>\$195,667</b>	<b>\$189,043</b>	<b>\$34,186</b>	<b>\$23,035</b>	<b>\$85,190</b>
31		CM/GC Fee (excl. Insurance & Bonds) @ 2.45%	\$473,378	\$45,178	\$8,007	\$104,926	\$310,473	\$4,794	\$4,632	\$838	\$564	\$2,087
32		<b>Subtotal</b>	<b>\$19,794,912</b>	<b>\$1,889,177</b>	<b>\$334,825</b>	<b>\$4,387,616</b>	<b>\$12,982,834</b>	<b>\$200,460</b>	<b>\$193,675</b>	<b>\$35,023</b>	<b>\$23,599</b>	<b>\$87,277</b>
33		Corporate Activity Tax (CAT) @ 0.48%	\$95,016	\$9,068	\$1,607	\$21,061	\$62,318	\$962	\$930	\$168	\$113	\$419
34		<b>TOTAL GMP ESTIMATE AMOUNT</b>	<b>\$19,889,928</b>	<b>\$1,898,245</b>	<b>\$336,432</b>	<b>\$4,408,676</b>	<b>\$13,045,151</b>	<b>\$201,423</b>	<b>\$194,605</b>	<b>\$35,192</b>	<b>\$23,712</b>	<b>\$87,696</b>
35		Unit Cost per S.F.	\$111.04	\$18.68	\$382.31	\$70.96	\$849.18	0	0	0	0	0
36		S.F. of Area	179,124	101,629	880	62,133	15,362	0	0	0	0	0
37		OWNER'S STATED BUDGET FOR CONSTRUCTION	\$21,000,000									

Library \$13,045,151  
 Sitework(50%) \$ 2,204,339  
 Solar GET \$ 201,423  
 EWA #3 (\$ 136,681)  
**Total GMP \$15,314,232**

Library to pay 50% of total cost = \$2,204,339 — Includes EWA #3 = \$136,681



06/14/23

Attn: Jason Varga  
Clackamas County  
150 Beaver Creek RD  
Oregon City, OR 97045

**Re: Oak Lodge Library & Community Park GMP**

Dear Client:

Below is the estimate & clarifications for the Oak Lodge Library & Community Park based upon Opsis Architecture 100% DRAFT Construction Documents dated May 5<sup>th</sup>, 2023, and list of supporting documents.

**GMP Estimate (Excludes EWA 3, Precon, Park, Shelter, 50% Hardscape):**

**\$15,314,232**

- i. List of supporting Documents
  - a. 23.3.13 Project Site Scoping Diagram Rev 2
  - b. 20230310 Oak Lodge Library 100% DRAFT CD Drawings, not final permit set.
  - c. Opsis Oak Lodge Library - Project Manual
  - d. Opsis Oak Lodge Library - Project Manual

Please note the following **Specific Qualifications & Clarifications:**

Division 1 - General

1. 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.
2. The GMP Cost Estimate is itemized into distinct areas of work. NOTE: This is for informational purposes and must be considered FOR REFERENCE ONLY.
3. Builders risk insurance coverage and costs for such are included in the estimate and will be provided by P&C Construction.
4. The GMP estimate includes 0.48% for CM/GC Corporate Activity Tax only. Provisions for subcontractor taxes are included in their cost proposals.
5. 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.
6. Due to the tariffs imposed on many products, we cannot predict or carry any cost increases due to this impact. We therefore exclude any price increases in this budget until pricing can be confirmed.



7. Excludes any 3<sup>rd</sup> party testing, including but not limited to; windows, commissioning, fire testing, soil, structural, air pressure, etc.
8. Logistic and budgets identified in the GMP may be considered general conditions items and will be used for forklifts, dumpsters, temporary utilities/protections, tools/equip, field labor, etc. General conditions identified as staffing, office management supplies, toilets, phones, trucks, etc.

#### Division 2 – Existing Conditions

1. Assumes salvage Monument sign and return to owner for storage and reuse as noted on Salvage note 81/C1.00. Excludes reinstallation of sign or providing new conc pad with footing, electrical, and lighting fixtures. Install of new Monument sign as detailed on SG.300 is included.
2. Estimate excludes certified survey.

#### Division 3 – Concrete

1. Assumes 2 slab pours due to amount of floor boxes and air vents embedded in concrete floor.
2. All flooring showing the CONC1/CONC2 symbol on the finish floor plan is figured as sealed concrete in the base bid. Alternate is to change from sealed to Polished or tile per the room finish box id callouts.
3. Sealed conc-2 in base bid is scrub & seal. Excludes grind & seal.

#### Division 4 – Masonry

1. Includes install of faux stone at the picnic shelter including application of anti-graffiti coating. Faux stone assumed supplied with shelter kit.

#### Division 5 – Metals

1. Specs reference Overhead Door supports, folding panel wall supports & Loading Dock angles. Since these do not appear to be in the project, they have been excluded.
2. Metal floor plate in the steel specs is not included since it is not on the drawings.

#### Division 6 – Woods & Plastics

1. Only includes cabinet locks that were noted on the elevations.
2. All laminate, unless otherwise specified in bid documents, is figured as standard grade Wilsonart, Formica, Nevamar, or Pointe.
3. Drawer assembly included as lock shoulder joint.
4. Assumes wood ceiling veneer in Friends 125 is the same as the surrounding walls.
5. Terms and conditions for DLT signed/provided in early procurement of the product to be applied to the project. Sole sourced Structure Craft does not sign Contractor's subcontracts.

#### Division 7 – Thermal & Moisture Protection

1. Excludes Waterproofing at strip Storm planter, indicated on L1.01, in parking lot. This planter only includes storm soils and no plantings.
2. Specification 07 72 00 2.4A calls out Curb insulation of 1.5" and Lid insulation of 1"; this is not the requirements of a "Thermally-Broken" unit called out in 2.4B – which is 3": insulation in both. Price assumes Roof hatch thermally broken per 2.4B.
3. Assumes install of sheet metal roof and related flashings (supplied with shelter kit) for Picnic Shelter. Excludes supply and install of gutters and down spouts. Excludes supply of trim flashings for metal roofing (assumed to be supplied with shelter kit).
4. Below grade waterproofing system proposed as Tremco 250 GC and is included.

#### Division 8 – Doors & Windows

1. Assumes Standard Color finish for aluminum storefront.
2. Excludes IGU-2. IGU-1 included as shown on plans. IGU-2 is not indicated on plans.



3. Assumes ½" Clear tempered for all interior glass door for door type AGR. Documents called for Lamination. Manufacturer noted that they do not laminate glass doors to due potential of glass being compromised during install of hardware.
4. Channel finish for interior glazing door is assumed as prefinished aluminum.
5. Assumes a 5-year workmanship warranty for aluminum framed entrances and storefront. Specification 08 41 13 calls out for 10-year workmanship warranty. Industry standard for workmanship warranty is 2 years.

#### Division 9 – Finishes

1. Excludes Specified densglass recycled sheetrock requirement. Not available.
2. PET Ceiling tiles included as a "Polysorb" product.
3. Metal Edge Strip ET-1 included as satin anodized aluminum finish as stainless is unavailable.
4. All flooring showing the CONC1/CONC2 symbol on the finish floor plan is figured as sealed concrete in the base bid. Alternate is to change from sealed to Polished or tile per the room finish box id callouts.

#### Division 10/11/12 – Specialties/Equipment/Furnishings

1. A1 Sign insert to be provided by owner.
2. Custom Flat Cut out to be fabricated from provided artwork file.

#### Division 13 – Special Construction

1. Excludes sealing, clear coating, or painting of timber wall. Assumes timber wall is supplied as prefinished.
2. Costs to install shelter package only, assumed Buell Recreation furnishing all materials for shelter except screws for interior site built framed walls. Excludes separate permits for shelter structure.
3. Assumes picnic shelter rough-in for two restrooms including DWV and water piping as required. Assumes no hot water required for lavatory sinks. Connecting water line to civil meter shown on civil plans. Connecting waste to civil stub shown on civil plans. Insulation for domestic water piping. Excludes supply of plumbing fixtures. Assumed to be supplied with kit per quote.
4. Concrete foundation at Picnic Shelter Assumptions: Sonotube footings for Steel Columns - 6 Assumed at 3' tall, Footing and Stemwall - Assumed 88, Anchor Bolts In wall Assumed at 2' OC.
5. Excludes Electric Wall Heaters.
6. Excludes Hot water heater for picnic shelter restrooms, assumes cold water only faucets.

#### Division 21/22/23 – Fire Protection/Mechanical

1. Excavation and backfill for plumbing trenches included with imported rock.
2. Excludes any Radon piping or mitigation system.

#### Division 26/27/28 – Electrical & Low Voltage

1. Excludes DAS systems and rough in. Non shown in documents.

#### Division 31/32/33 – Earthwork & Site Utilities

1. Estimate does not include any sub foundation work (shoring, piling, geopiers, etc.).
2. Assuming soils to be exported meet DEQ clean soil requirements and are not contaminated.
3. Assuming thermoplastic, non-profile paint for ODOT pavement markings on Risely Ave.
4. Excludes SP-B Storm Planter as ACF FocalPoint System. Excludes Focalpoint High-Flow Media, Bridging Media, mulch, and R-Tank Underdrain. We include standard growing medium per spec, under drain w/gravel strip in this planter. Add \$66,500 if Focal Point System required.
5. Includes 18" of growing media soil at stormwater planters.
6. Includes 2.5' tall cheek wall & 3' tall average retaining wall at the bottom of the back (East) stairs.





7. Planter Walls include sack and patch finish only.
8. Stairs on grade Pricing includes a Mason Tread Nosing.
9. Excludes any curbs or planter walls at park south of picnic shelter. Sheet C2.03 indicates something but no details, notes, or call outs are provided. Same with L1.01.
10. Assumes topsoil amendments will be accepted as VE savings to contingency.

Please note the following **Standard Exclusions**:

- A. Building Permit, SDC's, Water Meter or associated fees
- B. Architect or consultant fees
- C. Any and all permits except MEP Permits
- D. Special inspections, and testing
- E. Utility company fees or usage, for example (NW Natural, water department, power utility, etc.)
- F. Franchise utility work/Fees including removal or relocation.
- G. Work to Existing Power poles, transformers, relocation of these services, and/or underground transformers, vaults, etc.
- H. Testing and/or removal of any contaminated soils
- I. Over Excavation of Soils
- J. Testing and/or removal of hazardous materials
- K. Adjacent property access costs and any costs associated with renting adjacent property for use during construction/staging
- L. Tree grates
- M. LEED Provisions until final determination

**Alternates** – see cost estimate for pricing

1. Water Feature
2. Polished Concrete in Lieu of Sealed Conc. (where called out)
3. Large Format Tile at Restrooms in lieu of Sealed Conc.
4. Stretched Fabric Wall Panels (AWP-2 where called out)

**Allowances** (without markups, in estimate as cost of work)

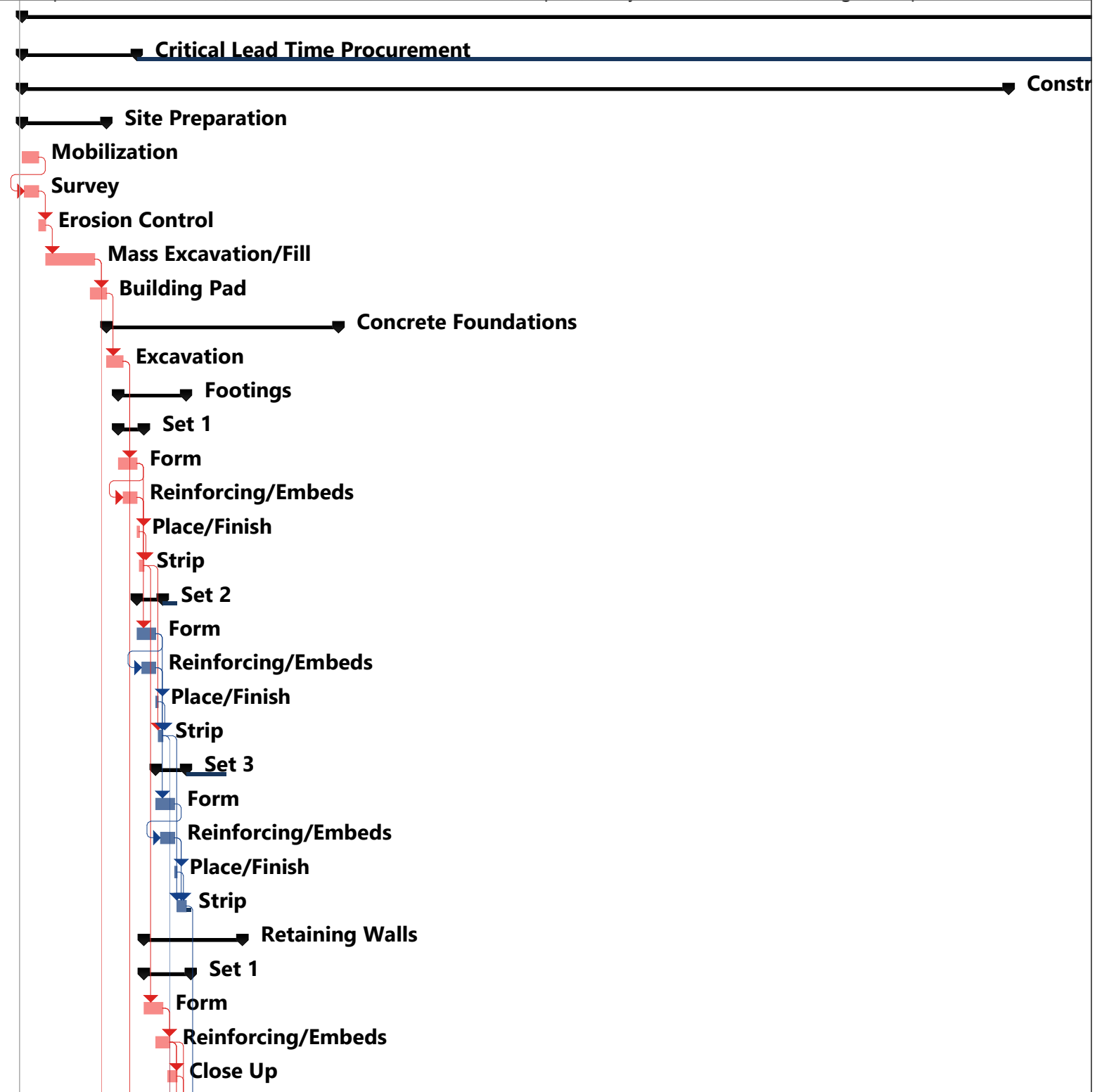
- |  |             |
|--|-------------|
| A. <u>DOES NOT INCLUDE</u> Play Equipment & Surfacing    | \$1,000,000 |
| B. Hangers (8/A7.62 not identified) for CLT Chase Covers | \$ 7,000    |
| C. Recessed Signage in casework                          | \$ 20,000   |

Thank you for giving P&C Construction the opportunity to work with you on this project. Please let me know if you have any questions.

Sincerely,  
P&C Construction

Parker Verhaeghe  
Project Executive

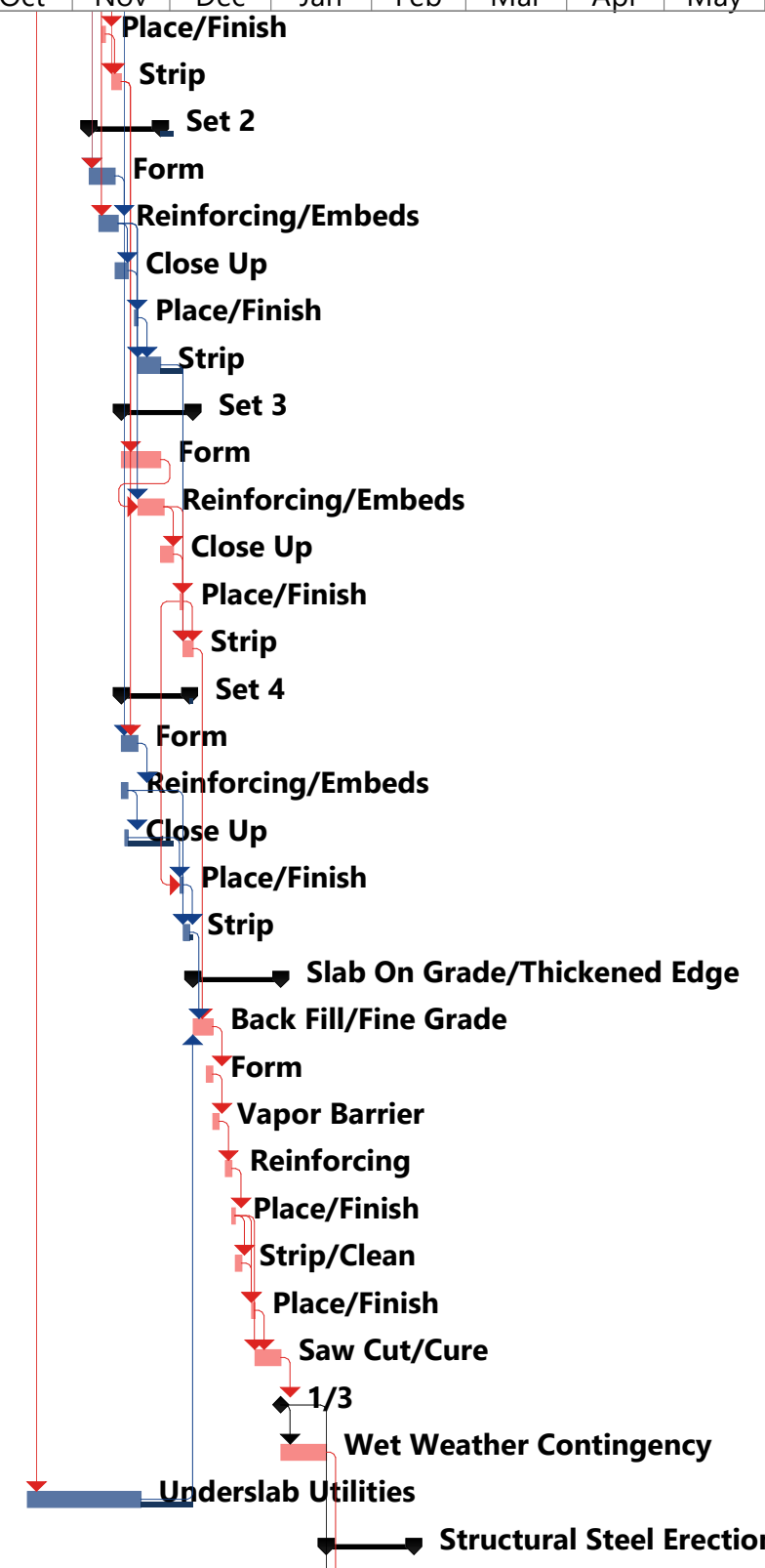
ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	<b>Oak Lodge Library Project</b>	<b>324 days?</b>	<b>Tue 9/5/23</b>	<b>Thu 12/12/24</b>																		
2	<b>Critical Lead Time Procurement</b>	<b>35 days?</b>	<b>Tue 9/5/23</b>	<b>Mon 10/23/23</b>																		
107	<b>Construction Period</b>	<b>294 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/29/24</b>																		
108	<b>Site Preparation</b>	<b>26 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/10/23</b>																		
109	Mobilization	5 days	Tue 9/5/23	Mon 9/11/23																		
110	Survey	4 days	Wed 9/6/23	Mon 9/11/23																		
111	Erosion Control	3 days	Tue 9/12/23	Thu 9/14/23																		
112	Mass Excavation/Fill	15 days	Fri 9/15/23	Thu 10/5/23																		
113	Building Pad	5 days	Wed 10/4/23	Tue 10/10/23																		
114	<b>Concrete Foundations</b>	<b>67 days</b>	<b>Wed 10/11/23</b>	<b>Wed 1/17/24</b>																		
115	Excavation	5 days	Wed 10/11/23	Tue 10/17/23																		
116	<b>Footings</b>	<b>21 days</b>	<b>Mon 10/16/23</b>	<b>Mon 11/13/23</b>																		
117	<b>Set 1</b>	<b>9 days</b>	<b>Mon 10/16/23</b>	<b>Thu 10/26/23</b>																		
118	Form	6 days	Mon 10/16/23	Mon 10/23/23																		
119	Reinforcing/Embeds	4 days	Wed 10/18/23	Mon 10/23/23																		
120	Place/Finish	1 day	Tue 10/24/23	Tue 10/24/23																		
121	Strip	2 days	Wed 10/25/23	Thu 10/26/23																		
122	<b>Set 2</b>	<b>9 days</b>	<b>Tue 10/24/23</b>	<b>Fri 11/3/23</b>																		
123	Form	6 days	Tue 10/24/23	Tue 10/31/23																		
124	Reinforcing/Embeds	4 days	Thu 10/26/23	Tue 10/31/23																		
125	Place/Finish	1 day	Wed 11/1/23	Wed 11/1/23																		
126	Strip	2 days	Thu 11/2/23	Fri 11/3/23																		
127	<b>Set 3</b>	<b>9 days</b>	<b>Wed 11/1/23</b>	<b>Mon 11/13/23</b>																		
128	Form	6 days	Wed 11/1/23	Wed 11/8/23																		
129	Reinforcing/Embeds	4 days	Fri 11/3/23	Wed 11/8/23																		
130	Place/Finish	1 day	Thu 11/9/23	Thu 11/9/23																		
131	Strip	2 days	Fri 11/10/23	Mon 11/13/23																		
132	<b>Retaining Walls</b>	<b>28 days</b>	<b>Fri 10/27/23</b>	<b>Thu 12/7/23</b>																		
133	<b>Set 1</b>	<b>14 days</b>	<b>Fri 10/27/23</b>	<b>Wed 11/15/23</b>																		
134	Form	6 days	Fri 10/27/23	Fri 11/3/23																		
135	Reinforcing/Embeds	4 days	Wed 11/1/23	Mon 11/6/23																		
136	Close Up	4 days	Mon 11/6/23	Thu 11/9/23																		



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

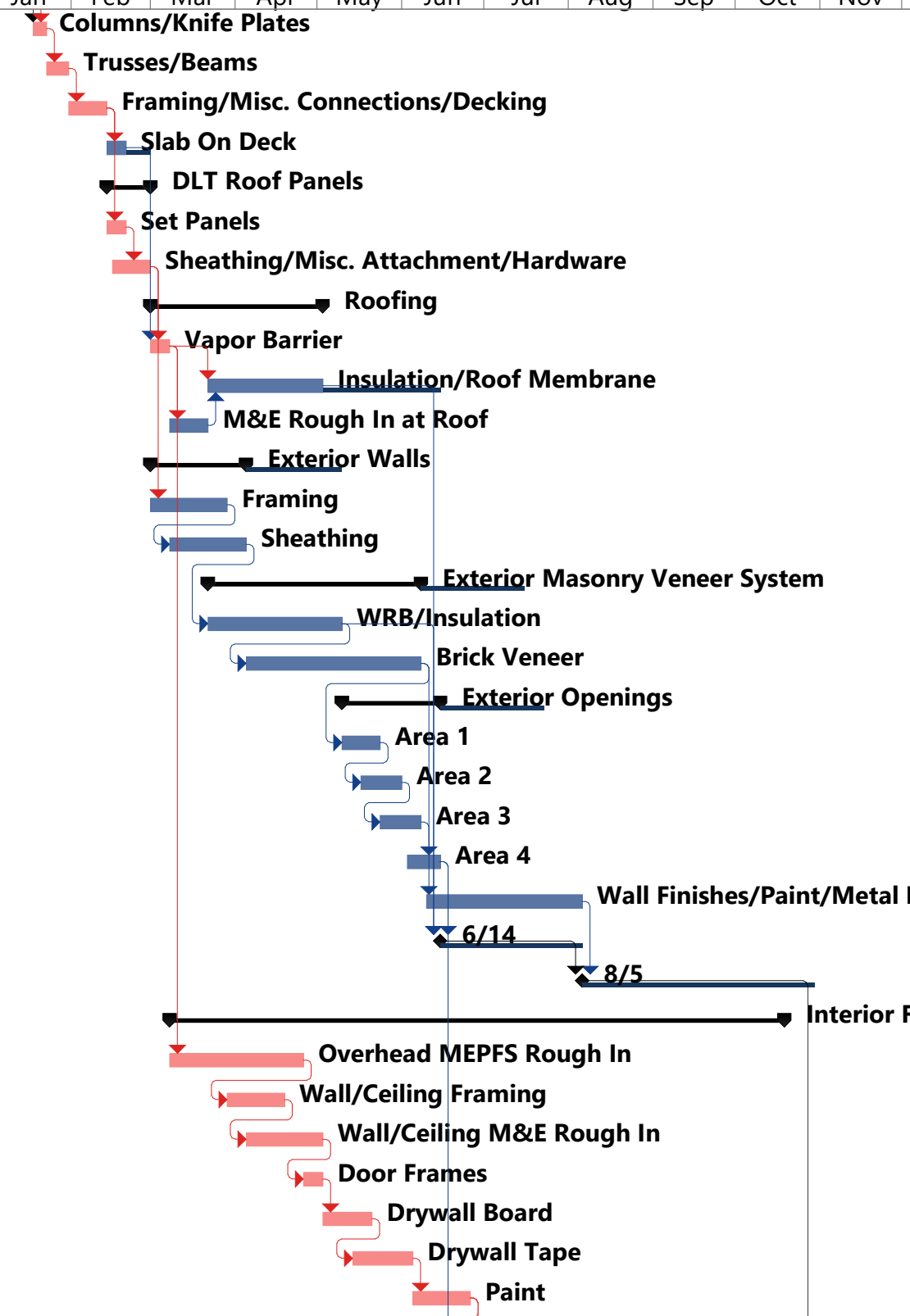
Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
137	Place/Finish	1 day	Fri 11/10/23	Fri 11/10/23																	
138	Strip	3 days	Mon 11/13/23	Wed 11/15/23																	
139	<b>Set 2</b>	<b>14 days</b>	<b>Mon 11/6/23</b>	<b>Mon 11/27/23</b>																	
140	Form	6 days	Mon 11/6/23	Mon 11/13/23																	
141	Reinforcing/Embeds	4 days	Thu 11/9/23	Tue 11/14/23																	
142	Close Up	4 days	Tue 11/14/23	Fri 11/17/23																	
143	Place/Finish	1 day	Mon 11/20/23	Mon 11/20/23																	
144	Strip	3 days	Tue 11/21/23	Mon 11/27/23																	
145	<b>Set 3</b>	<b>14 days</b>	<b>Thu 11/16/23</b>	<b>Thu 12/7/23</b>																	
146	Form	6 days	Thu 11/16/23	Mon 11/27/23																	
147	Reinforcing/Embeds	4 days	Tue 11/21/23	Tue 11/28/23																	
148	Close Up	4 days	Tue 11/28/23	Fri 12/1/23																	
149	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
150	Strip	3 days	Tue 12/5/23	Thu 12/7/23																	
151	<b>Set 4</b>	<b>13 days</b>	<b>Thu 11/16/23</b>	<b>Wed 12/6/23</b>																	
152	Form	3 days	Thu 11/16/23	Mon 11/20/23																	
153	Reinforcing/Embeds	2 days	Thu 11/16/23	Fri 11/17/23																	
154	Close Up	1 day	Fri 11/17/23	Fri 11/17/23																	
155	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
156	Strip	2 days	Tue 12/5/23	Wed 12/6/23																	
157	<b>Slab On Grade/Thickened Edge</b>	<b>17 days</b>	<b>Fri 12/8/23</b>	<b>Wed 1/3/24</b>																	
158	Back Fill/Fine Grade	4 days	Fri 12/8/23	Wed 12/13/23																	
159	Form	2 days	Tue 12/12/23	Wed 12/13/23																	
160	Vapor Barrier	2 days	Thu 12/14/23	Fri 12/15/23																	
161	Reinforcing	2 days	Mon 12/18/23	Tue 12/19/23																	
162	Place/Finish	1 day	Wed 12/20/23	Wed 12/20/23																	
163	Strip/Clean	2 days	Thu 12/21/23	Fri 12/22/23																	
164	Place/Finish	1 day	Tue 12/26/23	Tue 12/26/23																	
165	Saw Cut/Cure	5 days	Wed 12/27/23	Wed 1/3/24																	
166	Concrete Foundations Complete	0 days	Wed 1/3/24	Wed 1/3/24																	
167	Wet Weather Contingency	10 days	Thu 1/4/24	Wed 1/17/24																	
168	Underslab Utilities	25 days	Wed 10/18/23	Tue 11/21/23																	
169	<b>Structural Steel Erection</b>	<b>19 days</b>	<b>Thu 1/18/24</b>	<b>Tue 2/13/24</b>																	



Project: Oak Lodge Library Proj Date: Mon 7/10/23	Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
	Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
	Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
170	Columns/Knife Plates	3 days	Thu 1/18/24	Mon 1/22/24																	
171	Trusses/Beams	6 days	Tue 1/23/24	Tue 1/30/24																	
172	Framing/Misc. Connections/Decking	10 days	Wed 1/31/24	Tue 2/13/24																	
173	<b>Slab On Deck</b>	5 days	Wed 2/14/24	Tue 2/20/24																	
174	<b>DLT Roof Panels</b>	<b>12 days</b>	<b>Wed 2/14/24</b>	<b>Thu 2/29/24</b>																	
175	Set Panels	5 days	Wed 2/14/24	Tue 2/20/24																	
176	Sheathing/Misc. Attachment/Hardware	10 days	Fri 2/16/24	Thu 2/29/24																	
177	<b>Roofing</b>	<b>45 days</b>	<b>Fri 3/1/24</b>	<b>Thu 5/2/24</b>																	
178	Vapor Barrier	5 days	Fri 3/1/24	Thu 3/7/24																	
179	Insulation/Roof Membrane	30 days	Fri 3/22/24	Thu 5/2/24																	
180	<b>M&amp;E Rough In at Roof</b>	10 days	Fri 3/8/24	Thu 3/21/24																	
181	<b>Exterior Walls</b>	<b>25 days</b>	<b>Fri 3/1/24</b>	<b>Thu 4/4/24</b>																	
182	Framing	20 days	Fri 3/1/24	Thu 3/28/24																	
183	Sheathing	20 days	Fri 3/8/24	Thu 4/4/24																	
184	<b>Exterior Masonry Veneer System</b>	<b>55 days</b>	<b>Fri 3/22/24</b>	<b>Fri 6/7/24</b>																	
185	WRB/Insulation	35 days	Fri 3/22/24	Thu 5/9/24																	
186	Brick Veneer	45 days	Fri 4/5/24	Fri 6/7/24																	
187	<b>Exterior Openings</b>	<b>25 days</b>	<b>Fri 5/10/24</b>	<b>Fri 6/14/24</b>																	
188	Area 1	10 days	Fri 5/10/24	Thu 5/23/24																	
189	Area 2	10 days	Fri 5/17/24	Fri 5/31/24																	
190	Area 3	10 days	Fri 5/24/24	Fri 6/7/24																	
191	Area 4	10 days	Mon 6/3/24	Fri 6/14/24																	
192	Wall Finishes/Paint/Metal Panels	40 days	Mon 6/10/24	Mon 8/5/24																	
193	Building Construction Dry In	0 days	Fri 6/14/24	Fri 6/14/24																	
194	Building Shell Completion	0 days	Mon 8/5/24	Mon 8/5/24																	
195	<b>Interior Finishes</b>	<b>158 days</b>	<b>Fri 3/8/24</b>	<b>Fri 10/18/24</b>																	
196	Overhead MEPFS Rough In	35 days	Fri 3/8/24	Thu 4/25/24																	
197	Wall/Ceiling Framing	15 days	Fri 3/29/24	Thu 4/18/24																	
198	Wall/Ceiling M&E Rough In	20 days	Fri 4/5/24	Thu 5/2/24																	
199	Door Frames	5 days	Fri 4/26/24	Thu 5/2/24																	
200	Drywall Board	12 days	Fri 5/3/24	Mon 5/20/24																	
201	Drywall Tape	15 days	Tue 5/14/24	Tue 6/4/24																	
202	Paint	15 days	Wed 6/5/24	Tue 6/25/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
203	<b>Restrooms</b>	<b>40 days</b>	<b>Wed 6/26/24</b>	<b>Wed 8/21/24</b>																	
204	Tile	20 days	Wed 6/26/24	Wed 7/24/24																	
205	MEP Trim	10 days	Thu 7/25/24	Wed 8/7/24																	
206	Specialties/Accessories	10 days	Thu 8/8/24	Wed 8/21/24																	
207	Ceiling Systems	4 days	Wed 6/19/24	Mon 6/24/24																	
208	MEP Drops/Fixtures	20 days	Tue 6/25/24	Tue 7/23/24																	
209	Ceiling Tile	2 days	Wed 7/10/24	Thu 7/11/24																	
210	Casework/Millwork	20 days	Fri 7/12/24	Thu 8/8/24																	
211	Flooring	20 days	Fri 8/2/24	Thu 8/29/24																	
212	Doors/Hardware	10 days	Mon 8/26/24	Mon 9/9/24																	
213	MEP Final Trim	10 days	Wed 9/4/24	Tue 9/17/24																	
214	Specialties	20 days	Mon 9/16/24	Fri 10/11/24																	
215	Final Paint	5 days	Thu 10/10/24	Wed 10/16/24																	
216	Final Cleaning	5 days	Mon 10/14/24	Fri 10/18/24																	
217	Interiors Completion	0 days	Fri 10/18/24	Fri 10/18/24																	
218	Equipment Commissioning/Functional Testing	30 days	Wed 9/18/24	Tue 10/29/24																	
219	Final Inspections	20 days	Wed 9/18/24	Tue 10/15/24																	
220	<b>Site Improvements</b>	<b>250 days</b>	<b>Fri 10/6/23</b>	<b>Mon 9/30/24</b>																	
221	Site Grading	5 days	Fri 10/6/23	Thu 10/12/23																	
222	Underground Utilities	50 days	Fri 10/13/23	Tue 12/26/23																	
223	<b>Park Improvements</b>	<b>95 days</b>	<b>Thu 5/2/24</b>	<b>Mon 9/16/24</b>																	
224	Site Concrete/Hardscapes	30 days	Thu 5/2/24	Thu 6/13/24																	
225	Irrigation/Landscaping	30 days	Fri 6/14/24	Fri 7/26/24																	
226	Site Furnishings	5 days	Tue 9/10/24	Mon 9/16/24																	
227	Site Concrete/Hardscapes	50 days	Mon 6/17/24	Mon 8/26/24																	
228	Irrigation/Landscaping	30 days	Tue 8/13/24	Tue 9/24/24																	
229	Site Furnishings	15 days	Tue 9/10/24	Mon 9/30/24																	
230	<b>Project Closeout</b>	<b>30 days</b>	<b>Tue 10/29/24</b>	<b>Thu 12/12/24</b>																	
231	Substantial Completion (TCO)	0 days	Tue 10/29/24	Tue 10/29/24																	
232	Assemble Closeout Documents/Owner Training	30 days	Wed 10/30/24	Thu 12/12/24																	
233	Final Completion	0 days	Thu 12/12/24	Thu 12/12/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			





# 2023

## ***BILLABLE HOURLY LABOR RATES***

<b>Job Title</b>	<b>Assigned Personnel</b>	<b>Billable Rate</b>	<b>OT Rate</b>	<b>DT Rate</b>
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





## Oak Lodge Library & Community Park

95% Construction Documents

May 5, 2023

### LIST OF DOCUMENTS

#### DRAWINGS:

Oak Lodge Library & Community Park  
100% Construction Documents - DRAFT

#### Issue Date

05/05/2023

Dwg. No.	Title	Issue Date
	COVER SHEET	05/05/2023
G0.00	SHEET INDEX AND GENERAL NOTES	05/05/2023
G0.01	ZONING DIAGRAMS	05/05/2023
G0.02	ARCHITECTURAL ABBREVIATIONS AND SYMBOLS	05/05/2023
G0.03	CAMPUS EXTERIOR ELEVATIONS	05/05/2023
G0.20	CODE ANALYSIS	05/05/2023
G0.31	FIRE & LIFE SAFETY PLAN	05/05/2023
C0.01	COVER SHEET	05/05/2023
C0.02	EXISTING CONDITIONS	05/05/2023
C0.03	FIRE ACCESS	05/05/2023
C1.00	DEMOLITION PLAN	05/05/2023
C2.00	SITE PLAN – OVERALL	05/05/2023
C2.01	SITE PLAN – AREA 1	05/05/2023
C2.02	SITE PLAN – AREA 2	05/05/2023
C2.03	SITE PLAN – AREA 3	05/05/2023
C2.10	STREET IMPROVEMENTS – SE CONCORD RD	05/05/2023
C2.11	STREET IMPROVEMENTS – SE RISLEY AVE	05/05/2023
C3.00	GRADING PLAN – OVERALL	05/05/2023
C3.01	GRADING PLAN – AREA 1	05/05/2023
C3.02	GRADING PLAN – AREA 2	05/05/2023
C3.03	GRADING PLAN – AREA 3	05/05/2023
C3.10	GRADING ENLARGEMENT	05/05/2023
C4.00	UTILITY PLAN – OVERALL	05/05/2023
C4.01	UTILITY PLAN – AREA 1	05/05/2023
C4.02	UTILITY PLAN – AREA 2	05/05/2023
C4.03	UTILITY PLAN – AREA 3	05/05/2023
C4.10	PUBLIC UTILITY SANITARY MAIN PLAN & PROFILE	05/05/2023
C4.20	PUBLIC UTILITY STORM MAIN PLAN & PROFILE	05/05/2023
C4.30	PUBLIC UTILITY WATER MAIN PLAN & PROFILE	05/05/2023
C5.00	CIVIL DETAILS	05/05/2023



C5.01	CIVIL DETAILS	05/05/2023
C5.02	CIVIL DETAILS	05/05/2023
C5.03	CIVIL DETAILS	05/05/2023
C5.04	CLACKAMAS COUNTY DETAILS	05/05/2023
C5.05	OAK LODGE WATER SERVICES DETAILS	05/05/2023
C5.06	OAK LODGE WATER SERVICES DETAILS	05/05/2023
C5.07	ODOT DETAILS	05/05/2023
C6.00	EROSION AND SEDIMENT CONTROL PLAN	05/05/2023
C6.01	EROSION AND SEDIMENT CONTROL DETAILS	05/05/2023
L1.01	MATERIALS PLAN	05/05/2023
L2.01	LAYOUT PLAN	05/05/2023
L3.01	PLANTING PLAN	05/05/2023
L3.02	PLANT SCHEDULE	05/05/2023
L4.01	IRRIGATION PLAN	05/05/2023
L4.02	IRRIGATION SCHEDULE	05/05/2023
L5.01	DETAILS	05/05/2023
L5.02	DETAILS	05/05/2023
L5.03	DETAILS	05/05/2023
L5.04	DETAILS	05/05/2023
L5.05	DETAILS	05/05/2023
A0.40	EXTERIOR WALL ASSEMBLY TYPES	05/05/2023
A0.50	INTERIOR WALL ASSEMBLY TYPES	05/05/2023
A0.60	HORIZONTAL ASSEMBLY TYPES	05/05/2023
A0.70	DOOR SCHEDULE AND DOOR TYPES	05/05/2023
A0.80	ARCHITECTURAL SITE PLAN	05/05/2023
A0.90	ENLARGED SITE PLAN	05/05/2023
A1.01	FLOOR PLAN LEVEL 01	05/05/2023
A1.02	CLERESTORY PLAN	05/05/2023
A1.03	ROOF PLAN	05/05/2023
A1.05	FINISH PLAN LEVEL 01	05/05/2023
A1.08	FURNITURE PLAN LEVEL 01	05/05/2023
A1.20	SLAB PLAN LEVEL 01	05/05/2023
A1.61	REFLECTED CEILING PLAN LEVEL 01	05/05/2023
A1.62	RCP DLT AND FIRE SUPPRESSION	05/05/2023
A2.10	EXTERIOR ELEVATIONS	05/05/2023
A2.11	EXTERIOR ELEVATIONS	05/05/2023
A2.20	ENLARGED EXTERIOR ELEVATIONS	05/05/2023
A2.50	EXTERIOR 3D VIEWS	05/05/2023
A3.10	BUILDING SECTIONS	05/05/2023
A3.11	BUILDING SECTIONS	05/05/2023
A3.12	BUILDING SECTIONS	05/05/2023
A3.20	WALL SECTIONS	05/05/2023
A3.21	WALL SECTIONS	05/05/2023
A3.22	WALL SECTIONS	05/05/2023

A3.23	WALL SECTIONS	05/05/2023
A3.24	WALL SECTIONS	05/05/2023
A3.25	WALL SECTIONS	05/05/2023
A4.00	EXTERIOR OPENING TYPES	05/05/2023
A4.01	EXTERIOR OPENING TYPES	05/05/2023
A4.10	EXTERIOR OPENING DETAILS	05/05/2023
A4.11	EXTERIOR OPENING DETAILS	05/05/2023
A4.12	EXTERIOR OPENING DETAILS	05/05/2023
A4.13	EXTERIOR OPENING DETAILS	05/05/2023
A4.14	EXTERIOR OPENING DETAILS	05/05/2023
A4.20	FOUNDATION DETAILS	05/05/2023
A4.21	EXTERIOR ENVELOPE DETAILS	05/05/2023
A4.50	ROOF DETAILS	05/05/2023
A4.51	ROOF DETAILS	05/05/2023
A4.52	ROOF DETAILS	05/05/2023
A6.01	INTERIOR FRAMED OPENINGS	05/05/2023
A6.10	INTERIOR FRAMED OPENING DETAILS	05/05/2023
A6.11	INTERIOR FRAMED OPENING DETAILS	05/05/2023
A6.12	INTERIOR FRAMED OPENING DETAILS	05/05/2023
A6.30	INTERIOR ELEVATIONS	05/05/2023
A6.31	INTERIOR ELEVATIONS	05/05/2023
A6.32	INTERIOR ELEVATIONS	05/05/2023
A6.33	INTERIOR ELEVATIONS	05/05/2023
A6.34	ENLARGED PLAN, RCP, INT ELEVATIONS – RESTROOMS	05/05/2023
A6.50	INTERIOR 3D VIEWS	05/05/2023
A6.60	STANDARD CASEWORK DRAWINGS	05/05/2023
A6.61	STANDARD CASEWORK DETAILS	05/05/2023
A6.64	INTERIOR DETAILS – CIRC DESK	05/05/2023
A6.65	INTERIOR DETAILS – REFERENCE DESK	05/05/2023
A6.66	INTERIOR DETAILS – CASEWORK	05/05/2023
A6.67	INTERIOR DETAILS – ARCHITECTURAL WOODWORK	05/05/2023
A6.68	INTERIOR DETAILS – ARCHITECTURAL WOODWORK	05/05/2023
A6.69	INTERIOR DETAILS – ARCHITECTURAL WOODWORK	05/05/2023
A6.70	INTERIOR DETAILS – ARCHITECTURAL WOODWORK	05/05/2023
A6.71	INTERIOR DETAILS	05/05/2023
A6.72	INTERIOR DETAILS	05/05/2023
A6.73	INTERIOR DETAILS	05/05/2023
A6.74	INTERIOR DETAILS – CEILING	05/05/2023
A6.75	INTERIOR DETAILS – AWP	05/05/2023
A6.76	INTERIOR DETAILS – CEILING INSTALLATION	05/05/2023
A6.77	INTERIOR DETAILS – WOOD SHELVING	05/05/2023
S0.01	GENERAL STRUCTURAL NOTES	05/05/2023
S0.02	GENERAL STRUCTURAL NOTES	05/05/2023
S0.03	SYMBOLS & ABBREVIATIONS	05/05/2023

S0.04	SPECIAL INSPECTION REQUIREMENTS	05/05/2023
S1.01	FOUNDATION PLAN	05/05/2023
S1.02	PARTIAL PLAN MEZZANINE LEVEL	05/05/2023
S1.03	ROOF FRAMING PLAN	05/05/2023
S3.01	EXTERIOR ELEVATIONS	05/05/2023
S3.02	EXTERIOR ELEVATIONS	05/05/2023
S3.03	TRUSS ELEVATIONS	05/05/2023
S5.01	CONCRETE DETAILS	05/05/2023
S5.02	CONCRETE DETAILS	05/05/2023
S6.01	STEEL DETAILS	05/05/2023
S6.02	STEEL DETAILS	05/05/2023
S6.05	STEEL DETAILS	05/05/2023
S6.06	STEEL DETAILS	05/05/2023
S6.07	STEEL DETAILS	05/05/2023
S6.08	STEEL DETAILS	05/05/2023
S6.09	STEEL DETAILS	05/05/2023
S6.10	STEEL DETAILS	05/05/2023
S6.51	METAL DECK DETAILS	05/05/2023
S7.01	WOOD DETAILS	05/05/2023
S8.01	METAL STUD DETAILS	05/05/2023
S8.02	METAL STUD DETAILS	05/05/2023
M0.01	SYMBOL LIST AND GENERAL NOTES – MECHANICAL	05/05/2023
M0.02	SCHEDULES – MECHANICAL	05/05/2023
M1.00	UNDERGROUND PLAN – MECHANICAL	05/05/2023
M1.01	FIRST FLOOR PLAN – MECHANICAL	05/05/2023
M1.02	ZONING PLAN – MECHANICAL	05/05/2023
M1.03	ROOF PLAN – MECHANICAL	05/05/2023
M4.01	ENLARGED PLANS AND SECTIONS – MECHANICAL	05/05/2023
M6.01	DETAILS – MECHANICAL	05/05/2023
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E0.80	SITE PLAN – ELECTRICAL	05/05/2023
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SG.202	EXTERIOR SIGN FAMILY	05/05/2023
SG.203	INTERIOR SIGN FAMILY	05/05/2023
SG.300	SIGN TYPE AA1	05/05/2023
SG.301	SIGN TYPE AA2	05/05/2023
SG.302	SIGN TYPES CC1 & DD1	05/05/2023
SG.303	SIGN TYPES FF1 & GG1	05/05/2023
SG.400	SIGN TYPES A1, A2, A3, & A4	05/05/2023
SG.401	SIGN TYPES B1 & B2	05/05/2023
SG.402	SIGN TYPES B3 & B4	05/05/2023
SG.403	SIGN TYPE C1	05/05/2023
SG.404	SIGN TYPES C1 & C2	05/05/2023
SG.405	SIGN TYPES E1	05/05/2023

**Specifications:**

Oak Lodge Library & Community Park  
100% Construction Documents – DRAFT

**Issue Date**

05/05/2023

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**Exhibit J**



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No.:
Solicitation: 2021-56
Project Name: Oak Lodge and Gladstone Library CM/GC-GMP

Table with 2 columns: Surety information and Bond Amount. Rows include Surety #1, Surety #2, and Total Penal Sum of Bond.

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

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

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

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

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

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

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

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

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

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

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

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

Signature

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

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

Corporation Secretary

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

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

**BY ATTORNEY-IN-FACT:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.:
Solicitation: 2021-56
Project Name: Oak Lodge and Gladstone Library CM/GC-GMP

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

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

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

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

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

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

subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Corporation Secretary

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

**Exhibit K**

**Exhibit K**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, “Contractor” means **P. & C. Construction Co.**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. During the performance of this Contract, the Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order



unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Davis-Bacon Act. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
6. Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
7. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
8. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
9. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
10. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion

status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the approved federal administrator, including the FEMA Administrator or the Comptroller General of the United States.
12. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
15. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
16. Contractor will comply with all applicable requirements of 2 CFR 200.216, 2 CFR 200.321, and 2 CFR 200.322.
17. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

18. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date