

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

December 19, 2024

BCC Agenda	Date/Item:	

Board of County Commissioners Acting as the governing body of Water Environment Services Clackamas County

Approval of a Public Improvement Contract with Colton Homes for replacement of odor control biofilters at the Kellogg Creek Water Resource Recovery Facility. Contract Value is \$233,500 for 4 months. Funding is through WES Sanitary Sewer Construction Funds. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues –	Presented at Issues – December 17, 2024					
Performance	1. This project suppor	ts the WES Strategic Pla	n to provide				
Clackamas	Performance and C 2. This project suppor strong infrastructure	cy, infrastructure Strategroperational Optimization. The County's Strategice that delivers services to the county in our contest in our conte	Plan of building a customers and				
Counsel Review	Yes	es Procurement Review Yes					
Contact Person	Jeff Stallard Contact Phone 503-742-4694						

**EXECUTIVE SUMMARY**: The biofilter media used for odor control at the Kellogg Creek Water Resource Recovery Facility (WRRF) was last replaced in 2017 and is near the end of its useful life. In addition, the irrigation system used to keep the media moist is damaged in several locations and must be replaced. This project is essential to maintain the performance of the biofilters, which treat odors collected from various treatment processes at the WRRF that may otherwise impact the surrounding community.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1042 for removal and replacement of biofilter media at the Kellogg Creek Water Resource Recovery Facility.

Respectfully submitted,

Greg Geist Director, WES

Attachment: Colton Homes, Inc., dba Colton Construction Company Contract #1042 For Filing Use Only

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn



### WATER ENVIRONMENT SERVICES PUBLIC IMPROVEMENT CONTRACT

Contract #1042

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("Owner,") and Colton Homes, Inc., dba Colton Construction Company (the "Contractor") both collectively the "Parties". This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by the Parties.

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (10/13/2021) ("General Conditions") referenced within the Instructions to Bidders.

Project Name: BID#2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

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

The Contractor hereby agrees to perform all Work described in, and reasonably inferred from, the Contract Documents. In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed **Two Hundred Thirty-Three Thousand Five Hundred Dollars (\$233,500.00)** (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

The following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1

### 2. Representatives.

Contractor has named <u>Jared Colton</u> as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

⊠ Ur	nless otl	nerwise	specified	in the	Contract	Documents	, the	Owner	designates	Josh	Miner	as its
Authorized	d Repres	sentative	in the ad	lminist	ration of t	his Contract	The	e above-	-named ind	ividua	l shall	be the
initial poin	nt of con	tact for	matters re	elated t	o Contrac	t performand	e, pa	yment,	authorizatio	n, and	l to car	ry out
the respons	sibilities	of the (	Owner.									

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

### 3. Key Persons.

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

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** <u>Jared Colton</u> shall be the Contractor's project executive and will provide oversight and guidance throughout the project term.

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

### 4. Contract Dates.

The Contractor agrees to complete the Work in accordance with the following key dates:

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed SUBSTANTIAL COMPLETION DATE: 90 days from issuance of NTP FINAL COMPLETION DATE: 120 days from issuance of NTP

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

### 5. Liquidated Damages

The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section 5 from money due or to become due to the Contractor, or pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages the amount of \$500 for each day occurring after the expiration of the date for Substantial Completion until the Contractor achieves Substantial Completion of the entire Work.

### 6. Change Order Authorization.

Throughout the performance of the Work under this Agreement, the Owner's Authorized Representative is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Authorized Representative shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Authorized Representative may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Authorized Representative is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Authorized Representative ability to authorize change orders at any time for any reason.

### 7. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Water Environment Services as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to <a href="mailto:Procurement@clackamas.us">Procurement@clackamas.us</a>.

### 8. Tax Compliance.

The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle Owner 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 or applicable law.

### 9. Confidential Information.

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

### 10. Counterparts.

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

### 11. Integration.

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

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

- 12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- 13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

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

Contractor DATA:

### Colton Homes Inc., dba Colton Construction Company P.O. Box 1168

Oregon City, Oregon 97045

Contractor CCB # 184522 Expiration Date: 11/7/2024 Oregon Business Registry # 141080-96 Entity Type: DBC

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.

State of Formation: Oregon

Colton	Homes,	Inc.,	dba	Colton	Construction	Water Environment Services	
Compan	Y -						
Signaturi		3		<u> </u>	11/25/2024 Date	Chair	Date
Ja	red Colt	ton				Recording Secretary	
Name / '	Title Printe	d				e ,	
						APPROVED AS TO FORM	
						Kunanda Ulla	12/3/2024
						County Counsel	Date



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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## CLACKAMAS COUNTY NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

### **INVITATION TO BID #2024-87**

Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media
September 12, 2024

Clackamas County ("County") on behalf of Water Environment Services through their Board of County Commissioners is accepting sealed bids for the **Kellogg Creek Water Resource Recovery Facility** (WRRF) Biofilter Media Project until October 10, 2024, 2:00 PM, Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <a href="https://oregonbuys.gov/bso/view/login/login.xhtml">https://oregonbuys.gov/bso/view/login/login.xhtml</a>, Document No.S-C01010-00011535.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. *Email submissions to Clackamas County email addresses will no longer be accepted.* 

- A. Completed proposal documents must arrive electronically via Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <a href="https://www.clackamas.us/how-to-bid-on-county-projects">https://www.clackamas.us/how-to-bid-on-county-projects</a>.

Engineers Estimate: \$200,000.00

### **Contact Information**

Procurement Process and Technical Questions: Tralee Whitley at Twhitley@clackamas.us.

Bids will be opened and publicly read aloud online after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

### **Prevailing Wage**

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 5, 2024, which can be downloaded at the following web address:, which can be downloaded at the following web address: <a href="http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\_state.aspx">http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\_state.aspx</a>

The Work will take place in Clackamas County, Oregon.

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



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

### Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (10/13/2021), Supplemental General Conditions, and Plans, Specifications and Drawings.

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

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

price established by the Bid.

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

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

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

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

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

impartial and recognized laboratories, and such other information as the Architect may request.

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

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the OregonBuys listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

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

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

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

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

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

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

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

### Article 6. Execution of the Bid Form

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

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

### Article 7. Prohibition of Alterations to Bid

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

### Article 8. Submission of Bid

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

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

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

receipt of Bids will be rejected.

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

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

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

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

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

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

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

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

### Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the

Clackamas Contract Form B-2 (5/2019)

submission of another Bid by such Bidder prior to the time set for the Bid Closing.

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

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

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

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

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

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

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

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

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

### Article 15. Protest of Intent to Award

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

## Article 16. Disclosure of First-Tier Subcontractors

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to the Contract Information Analyst listed on the Notice of Contract Opportunity.



### CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name BID# 2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

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

1. Electronic Submissions: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

### **ZOOM LINKS**

Join Zoom Meeting

https://clackamascounty.zoom.us/j/89050475659

Meeting ID: 890 5047 5659

### One tap mobile

- +13462487799,,89050475659# US (Houston)
- +14086380968,,89050475659# US (San Jose)

### Dial by your location

- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US

- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 876 9923 US (New York)

Meeting ID: 890 5047 5659

Find your local number: <a href="https://clackamascounty.zoom.us/u/kbpM7yeCFy">https://clackamascounty.zoom.us/u/kbpM7yeCFy</a>

\*\*The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.

2. Good Faith Effort: Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. "Historically Underrepresented Businesses" are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the https://bidlocker.us/a/clackamascounty/BidLocker listing.

"Good Faith Effort" is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

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

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

**Prime Contractor Name:** 

**Total Contract Amount:** 

Project Name: BID#2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise require
DOW BIDDER WILL SELF-PERFORM (GFE not required)
- Carrey William and Wes
COLF DEVICE
9000

PRIME CONTRACTOR SHALL DISCLOSE AND LIST <u>ALL</u> SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Delivery via bid locker <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a> within 2 hours of the BID/Quote Closing Date/Time.

the BID/Quote Closing Date/Time.					
LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	se MB Su Che	Certified of If-reporting E/WBE/E-bcontracteck box	g SB or
Name			MBE	WBE	ESB
Address					
City/St/Zip			(200.0000)		
Phone#					
OCCB#	Ολ				
Name					
Name Address City/St/Zip Phone# OCCB#					
OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					

Prime Contractor Name:

### **Total Contract Amount:**

Project Name: BID#2024-87 Kellogg Creek Water Resour Recovery Facility (WRRF) Biofilter Media

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

## CLACKAMAS COUNTY GOOD FAITH EFFORT M/W/ESB CONTACT / BIDS RECEIVED LOG (FORM 2)

Prime Contractor:

Project: BID#2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all

required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF MWESB	Divisions of Work	Date Solicitation		PHONE CONTACT		BID ACTIVIT Check Yes o			JECTED BIDS eceived & not used)	No.
SUBCONTRACTOR	(Painting, electrical, landscaping, etc.)	Letter / Fax Sent	Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	Notes
501	$\mathcal{C}$				Mes.					
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					Yas		□re □filo			

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

**Prime Contractor Name:** 

**Total Contract Amount:** 

Project Name: BID#2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

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

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

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

Authorized Signature of Contractor Representative

Date

Clackamas County GFE (2/2023)

## CLACKAMAD WATER ENVIRONMENT SERVICES

### **PUBLIC IMPROVEMENT CONTRACT**

### **BID BOND**

Project Name: #2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

We, Colton Homes, Inc. (Name of Principal)	, as "Principal,"							
and The Ohio Casualty Insurance C (Name of Surety)	Company_, an <u>New</u>	Hampshire C	orporation,					
ourselves, our respective heirs, executors, a	authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Water Environment Services ("Obligee") the sum of (\$\frac{10\%}{10\%} of Bid Amount)							
Ten Percent (10%) of Bid Amount			dollars.					
bid to an agency of the Obligee in response project identified above which proposal or bid	WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.2024-87) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.							
NOW, THEREFORE, if the Obligee shall accordance into a Contract with the Obligee in accordance as may be specified in the bidding or Contract performance of such Contract and for the prosecution thereof, or in the event of the fair bond or bonds, if the Principal shall pay to the between the amount specified in said bid an faith contract with another party to perform the null and void, otherwise to remain in full force.	be with the terms of such the Documents with good prompt payment of lat illure of the Principal to the Obligee the difference of the Burch larger amount for the Work covered by sai	n bid, and give suc and sufficient sure oor and material enter such Contra e not to exceed th or which the Oblic	th bond or bonds by for the faithful furnished in the cland give such e penalty hereof tee may in good					
IN WITNESS WHEREOF, we have caused authorized legal representatives this <u>16th</u>	this instrument to be day of October	executed and sea	aled by our duly 20 <u>24</u> .					
Principal: Colton Homes, Inc.	Surety; The Ohio Ca	asualty Insurar	nce Company					
Signature  Frestaent	By: Attorney-In-Fact  Lois F. Weathers		(1919) (1919)					
Attest: Corporation Secretary	1001 4th Ave Su	Name ite 3700 ddress	Seel No. 8073					
	Seattle, WA 981	54 State Zip	<del>.</del>					
		- · · ·						
	(541) 414-6194 Phone	(866) 57 Fax	<u>r-1320</u> ;					



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY** 

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers James B. Binder, Charla M. Boadle, Amelia G. Burrill, Brandon K. Bush, Julie A. Craker, Carley Espiritu, Jacob T. Haddock, Brent E. Heilesen, Lindsey Elaine Jorgensen, Aliceon A. Keltner, Christopher Kinyon, Alyssa J. Lopez, Michael Mansfield, Jamie L. Marques, Julianne Morris, Kari Michelle Motley, Justin Dean Price, Annelies M. Richie, Tamara A. Ringeisen, Donald Percell Shanklin, Jr., Edward Sims, Katharine J. Snider, Lois F. Weathers, Sarah Whitaker, Eric A. Zimmerman

all of the city of <u>Tacoma</u> state of <u>WA</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this \_\_29th \_\_ day of \_\_ August \_\_ , \_\_2024 \_ .

1912 CORPORTED TO THE PROPERTY OF THE PROPERTY





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8212347-023049

Ву:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 29th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

By: Teresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings,

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this  $\underline{16th}$  day of  $\underline{October}$ ,  $\underline{2024}$ .











(POA) verification inquiries, HOSUR@libertymutual.com

/or Power of Attorney 0-832-8240 or email

nd and/ call 61

For bon please



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### **BID FORM**

PROJ Biofili	ECT: ter Media	BID#2024-87 Kellogg Cree	ek Water Resource Recovery Facility (WRRF)					
BID C	CLOSING: PENING:	October 10, 2024, 2:00 PM, October 10, 2024, 2:05 PM,						
FROM	1: <u>COLTON</u> + Bidder's Nam	tomes inc. object the local name, no	A Colten Construction					
ГО:	https://bidlocker.us/a/clackamascounty/BidLocker							
1.	Bidder is (che	ck one of the following and in	sert information requested):					
	a. An inc	lividual; or						
	b. A part	nership registered under the la	aws of the State of; or					
	C. A com	poration organized under the l	aws of the State of Ovegon; or					
	d. A lim	ited liability corporation organ	nized under the laws					
	and labor and p	perform all work hereinafter in	f Oregon hereby proposes to furnish all material adicated for the above project in strict accordance Bid as follows:					
T	wo hundr	ed thirty three tha	esand five Dollars (\$233,500.00)					
		signed agrees to be bound by						
	<ul><li>Instructions</li><li>Bid Bond</li><li>Public Impro</li><li>Clackamas C</li><li>Prevailing W</li></ul>	ovement Contract Form County General Conditions	<ul> <li>Supplemental Instructions to Bidders</li> <li>Bid Form</li> <li>Performance Bond and Payment Bond</li> <li>Supplemental General Conditions</li> <li>Payroll and Certified Statement Form</li> </ul>					
	<ul> <li>ADDENDA numbered through, inclusive (fill in blanks)</li> </ul>							

- 2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: N/A
- 3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the Clackamas County General Conditions: provide attached bid schedule with bid.
- 4. The work shall be completed within the time stipulated and specified in Contract Documents.
- 5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).
- 6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

The Onio Casualty Insurance Company.

(name of surety company - not insurance agency)

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

- 7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.
- 8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.
- 9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. 279C.	<u> </u>	if awarded a contract, to comply with the provisions of ORS ning to the payment of the prevailing rates of wage.
in acc	mitting a bid, a Contractor mu ordance with ORS 701.035 to sclose the number will make	on number is 184522. As a condition ust be registered with the Oregon Construction Contractors Board 701.055, and disclose the registration number. Failure to register the bid unresponsive and it will be rejected, unless contrary to
accord	as described in ORS 701.005	by certifies that all subcontractors who will perform construction 5(2) were registered with the Construction Contractors Board in 01.055 at the time the subcontractor(s) made a bid to work under
<u>_Sc</u>	of the State of Oreg	by certifies that, in compliance with the Worker's Compensation on, its Worker's Compensation Insurance provider is, Policy No, and that Contractor shall required.
14.	Project Executive: Jave ( Project Manager: 2ach Job Superintendent:	Ils for this project (supply information as applicable):  1 CO HOO, Cell Phone: 503.930.4749,  Winters, Cell Phone: 503.348.0433,  Cell Phone:
15. emerg		hat it has not discriminated against minority, women, or ning any subcontracts for this project.
16. 279C.		that it has a drug testing program in accordance with ORS
REM	INDER: Bidder must submit	the below First-Tier Subcontractor Disclosure Form.
By sig	nature below, Contractor agr	rees to be bound by this Bid.
	NAME OF FIRM	Colton Homes, Inc DBA colton construction
	ADDRESS	PO Box 1168
		oregon city or 97045
	TELEPHONE NO	503.939.4765
	EMAIL	Office @colton homes.net
	SIGNATURE 1)	Sole Individual

or 2)
Partner
or 3)
Authorized Officer or Enaployee of Corporation

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

### BID# "TBD" KC WRRF Biofilter Media

Bid					
Item	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization	1	LS	16000	/6000
2	Existing Biofilter Media Removal, Hauling, and Disposal	1,500	CY	60	90,000
3	Installation of new Biofilter Media	1,500	CY	75	1/2,500
4	Existing Biofilter irrigation system demolition	1	LS	3000	3,000
5	In-kind replacement of existing biofilter irrigation system	1	LS	12,000	12,000
6					
7			^		
8					
9					
10					
11					
12					
13					
14					
15					
16					

Total Project Construction Cost in \$:	233,500	
Total Project Construction Cost (written):	Two hudred thirty the	se thousand fire humanollars
Name of Firm	Colton Homes, Inc DBA	· ·
Bidder Name (Print)	Jared Colton	Phone # 503.939.4705
Bidder Signature:	Mr.	Date: 10[15]24

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM PROJECT: #2024-87

BID OPENING: October 10, 2024, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

### **INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed proposal documents must arrive electronically via Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <a href="https://www.clackamas.us/how-to-bid-on-county-projects">https://www.clackamas.us/how-to-bid-on-county-projects</a>.

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

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

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
Jeil her lorming		

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

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

Firm Name: Colton Homes, Inc	DBA Colton Construction
Bidder Signature:	Phone # S03 - 939 . 476 5



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT SUPPLEMENTAL GENERAL CONDITIONS

PROJECT: BID# 2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

The following modifies the October 13, 2021 Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions") for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

Change Order Process – WES
The following section is added to **Section D.1 CHANGES IN WORK**:

### D.1.7 Change Order Authorization.

Throughout the performance of the Work under this Agreement, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.



### CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS October 13, 2021

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

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SECTION A - GENERAL PROVISIONS	SECTION

Λ 1	DEFINITION OF TERMS

- A.2 SCOPE OF WORK
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

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- B.2 CONTRACTOR'S MEANS AND METHODS
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- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
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- B.8 SEVERABILITY
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- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
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- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS,
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### SECTION D - CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
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- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
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- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
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## CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

("County General Conditions")

## SECTION A GENERAL PROVISIONS

### A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

<u>APPLICABLE LAWS</u>, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

**APPROVED BY CONTRACTING AGENCY**, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

**ARCHITECT/ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

**BIDDER**, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

**CHANGE ORDER**, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

**CLAIM**, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

<u>CONTRACT</u>, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

<u>CONTRACT DOCUMENTS</u>, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

**CONTRACT PRICE**, means the total price reflected in the Contract.

<u>CONTRACT TIME</u>, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

**CONTRACTOR**, means the Person awarded the Contract for the Work contemplated.

<u>DAYS</u>, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

**<u>DEFECTIVE WORK</u>**, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

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

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

<u>PERSON</u>, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

<u>PLANS</u>, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

**PRODUCT DATA**, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**PROJECT**, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

**PROJECT SITE.** means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

<u>PUNCH LIST</u>, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

<u>SAMPLES</u>, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

**SOLICITATION DOCUMENT**, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

<u>SUBCONTRACTOR</u>, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

<u>SUBSTITUTIONS</u>, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

### A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

### A.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
  - (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
  - (b) The Supplemental General Conditions;
  - (c) County General Conditions;
  - (d) Plans and Specifications;
  - (e) The Solicitation Document, and any addenda thereto.

- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

## A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.
- A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

- that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.
- A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

### A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

### A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

### A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

## SECTION B ADMINISTRATION OF THE CONTRACT

### B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.
- B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

- make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

## B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

### **B.3 MATERIALS AND WORKMANSHIP**

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.
- B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

### **B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

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

- B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
  - (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
  - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.
- B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.
- B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

- grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.
- B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

### **B.6 SUPERINTENDENCE**

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

### **B.7 INSPECTION**

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

### **B.8 SUBCONTRACTS AND ASSIGNMENT**

- B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with subsubcontractors at any level.
- B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

### **B.9 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

### **B.10 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

### **B.11 ALLOWANCES**

B.11.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
  - (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
  - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
  - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
  - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

## $\begin{array}{lll} \textbf{B.12} & \underline{\textbf{SUBMITTALS}}, \underline{\textbf{SHOP DRAWINGS}}, \underline{\textbf{PRODUCT DATA AND}} \\ \underline{\textbf{SAMPLES}} \end{array}$

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract

  Documents, approve and submit to the Architect/Engineer Shop

  Drawings, Product Data, Samples and similar submittals required
  by the Contract Documents with reasonable promptness and in
  such sequence as to cause no delay in the Work or in the activities
  of the Owner or of separate contractors. Submittals which are not
  marked as reviewed for compliance with the Contract Documents

- and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

### **B.13 SUBSTITUTIONS**

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

### **B.14 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

### SECTION C WAGES AND LABOR

### C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

### C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5<sup>th</sup>) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

### C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

### C.4 PAYMENT FOR MEDICAL CARE

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

### C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

## SECTION D CHANGES IN THE WORK

### D.1 CHANGES IN WORK

- D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
  - (a) Modification of specifications and design.
  - (b) Increases or decreases in quantities.
  - (c) Increases or decreases to the amount of Work.
  - (d) Addition or elimination of any Work item.
  - (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

- D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:
- (a) Unit Pricing: Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a  $2^{nd}$  Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1st Tier Sub Contractor	5%	\$1,000.00
2 <sup>nd</sup> Tier Sub Contractor	10%	\$22,000.00

(d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

- authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.
- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work . If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

#### D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:
  - (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
  - (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

#### D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.
- D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.
- D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.
- D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.
- D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

# SECTION E PAYMENTS

#### E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner

#### E.2 APPLICATIONS FOR PAYMENT

- E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:
  - (a) Thirty (30) days after receipt of the invoice; or
  - (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed:	
Dated:	 ,,

- E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:
  - (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
  - (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
  - (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
  - (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
  - (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
  - (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
  - (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
  - (h) All required documentation shall be submitted with the respective application for payment.
- E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
  - (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
  - (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
  - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.
- E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
  - (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section F 5.
  - (c) Subtract the aggregate of previous payments made by the Owner; and
  - (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.
- E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

#### E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

#### E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

#### E.5 RETAINAGE

- E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.
- E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.
- E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

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

- E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.
- E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.
- E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.
- E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

#### E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

- provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

# SECTION F PROJECT SITE CONDITIONS

#### F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

# F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

- accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

#### F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

#### F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

#### F.5 ENVIRONMENTAL CONTAMINATION

- F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.
- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.
- F.5.1.2 Unless otherwise approved in the Solicitation Document,
  Contractor shall obtain the Owner's written consent prior to
  bringing onto the Project Site any (i) environmental pollutants or
  (ii) hazardous substances or materials, as the same or reasonably
  similar terms are used in any Applicable Laws. In any event,
  Contractor shall provide prior written notice to Owner when
  hazardous materials are brought on to the Project Site. The
  Contractor, at all times, shall:
  - (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
  - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
  - (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.
- F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
  - (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law)
  - (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
  - (c) Exact time and location of release, including a description of the area involved.
  - (d) Containment procedures initiated.

- (e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.
- (f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

#### F.6 ENVIRONMENTAL CLEAN-UP

- F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contactor, Owner shall arrange for the proper disposition of such hazardous substance(s).

#### F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

# SECTION G INDEMNITY, BONDING, AND INSURANCE

#### G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.
- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

# G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

#### G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

#### G.3.3 Builder's Risk Insurance:

- G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.
- G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

#### G.3.4 General Liability Insurance:

- G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

- and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.
- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any designbuild services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

- limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.
- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or selfinsurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

# SECTION H SCHEDULE OF WORK

#### H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

- purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.
- H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.
- H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

#### H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.
- H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:
  - New Year's Day
  - Martin Luther King Day
  - · Memorial Day
  - · Independence Day
  - Labor Day
  - Veterans Day
  - · Thanksgiving Day
  - · Christmas Day
  - · President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

#### H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

# SECTION I CORRECTION OF WORK

#### I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

#### I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractors sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (11/2) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who

- are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

  Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

# SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

#### J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
  - (a) Failure of the Contractor to correct unsafe conditions;
  - (b) Failure of the Contractor to carry out any provision of the Contract;
  - (c) Failure of the Contractor to carry out orders;
  - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
  - (e) Time required to investigate differing Project Site conditions; or
  - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

#### J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

#### J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

#### J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
  - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - (c) If a receiver should be appointed on account of Contractor's insolvency;
  - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
  - If Contractor is otherwise in breach of any part of the Contract; or
  - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.
- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner

# J.5 <u>TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS,</u> OR FORCE MAJEURE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E.

  Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor not its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

#### J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

# SECTION K CONTRACT CLOSE OUT

#### K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

#### K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

#### K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

#### K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

#### K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

#### K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

#### K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

#### K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

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

# SECTION L GENERAL PROVISIONS

#### L.1 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

#### L.2 <u>SEVERABILITY</u>

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

#### L.3 ACCESS TO RECORDS

- L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.
- L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

#### L.4 WAIVER

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

#### L.5 SUCCESSORS IN INTEREST

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

#### L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

#### L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

#### L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

#### L.9 <u>INTERPRETATION</u>

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### L.10 <u>DEBT LIMITATION</u>

The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

#### L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

#### L. 12 SURVIVAL

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

#### L.13 ACCESS TO RECORDS

- L.13.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.
- L.13.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

#### L.14 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

#### L. 15 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



#### WATER ENVIRONMENT SERVICES PUBLIC IMPROVEMENT CONTRACT

#### PERFORMANCE BOND

Bond No.: (		023229552	
~		DID    0001 00	

Solicitation: BID# 2024-87

Project Name: Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

The Ohio Casualty Insurance Company (Surety #1)	Bond Amount No. 1:	\$233,500.00
N/A (Surety #2)*	Bond Amount No. 2:*	\$ N/A
* If using multiple sureties	Total Penal Sum of Bond:	\$233,500.00

We, Colton Homes, Inc.

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 Water Environment Services ("District"), the sum of (Total Penal Sum of Bond)

\$\frac{233,500.00}{\text{Environment Mundred Thirty-three Thousand Five Hundred and No/100}}{\text{Continuous No/100}} (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 the District, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Project Contract Documents; 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 the District and Clackamas County and their 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 the District, be obligated for the payment of any premiums.



\* If using multiple sureties

#### WATER ENVIRONMENT SERVICES PUBLIC IMPROVEMENT CONTRACT

#### PAYMENT BOND

500.00

\$ 233,500.00

Bond No.: <u>023229552</u>		
Solicitation: #2024-87		
Project Name: Kellogg Creek Water R	Resource Recovery Facility (WRRF) Bi	ofilter Media
The Ohio Casualty Insurance Company (Surety #1)	Bond Amount No. 1:	\$ 233,50
$N/\Delta$ (Surety #2)*	Bond Amount No. 2:*	S N/A

We, Colton Homes, Inc.

, 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 Water Environment Services ("District"), the sum of (Total Penal Sum of Bond) \$233,500.00 Two Hundred Thirty-three Thousand Five Hundred and No/100 (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

Total Penal Sum of Bond:

WHEREAS, the Principal has entered into a contract with the District, along with the plans, specifications, terms and conditions of which are contained in above-referenced Project Contract Documents; 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 the District and Clackamas County and their 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 the District on account of any labor or materials furnished; and shall do all things required of

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 23rd day of October , 2024

PRINCIPAL: Colton Homes, Inc.

Signature Signature

Attest: Official Capacity

Corporation Secretary

SURETY: <u>The Ohio Casualty Insurance Company</u> [Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

1919 Composition of the state o

Lois F. Weathers

Name

Signature

175 Berkeley Street

Address

Boston, MA 02116

(206) 473-3788

City

State

Zip

(425) 376-8840

Phone

Fax



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 the District 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.

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By: Signature

Attest: Official Capacity

Corporation Secretary

SURETY: The Ohio Casualty Insurance Company [Add signatures for each if using multiple bonds]

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Lois F. Weathers
Name

J. Weathers
Signature

175 Berkeley Street

Address

Boston, MA 02116

City State Zip

(206) 473-3788 (425) 376-8840

Phone

Fax



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8212347-023049

(POA) verification inquiries, HOSUR@libertymutual.com

f Attorney or email

d/or Power of / 10-832-8240 c

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#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Holli Albers James B. Binder, Charla M. Boadle, Amelia G. Burrill, Brandon K. Bush, Julie A. Craker, Carley Espiritu, Jacob T. Haddock, Brent E. Heilesen, Lindsey Elaine Jorgensen, Aliceon A. Keltner, Christopher Kinyon, Alyssa J. Lopez, Michael Mansfield, Jamie L. Marques, Julianne Morris, Kari Michelle Motley, Justin Dean Price, Annelies M. Richie, Tamara A. Ringeisen, Donald Percell Shanklin, Jr., Edward Sims, Katharine J. Snider, Lois F. Weathers, Sarah Whitaker, Eric A. Zimmerman

each individually if there be more than one named, its true and lawful attorney-in-fact to make, all of the city of state of WA Tacoma execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of August . 2024 .

INSUR





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 29th day of August Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and C has not been revoked. 2

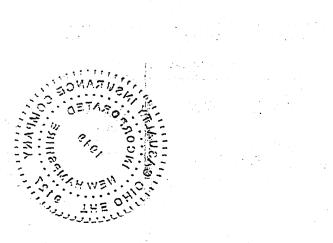
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of 0ctober.







Renee C. Llewellyn, Assistant Secretary



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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers James B. Binder, Charla M. Boadle, Amelia G. Burrill, Brandon K. Bush, Julie A. Craker, Carley Espiritu, Jacob T. Haddock, Brent E. Heilesen, Lindsey Elaine Jorgensen, Aliceon A. Keltner, Christopher Kinyon, Alyssa J. Lopez, Michael Mansfield, Jamie L. Marques, Julianne Morris, Kari Michelle Motley, Justin Dean Price,

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

Annelies M. Richie, Tamara A. Ringeisen, Donald Percell Shanklin, Jr., Edward Sims, Katharine J. Snider, Lois F. Weathers, Sarah Whitaker, Eric A. Zimmerman

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of August, 2024.

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Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8212347-023049

(POA) verification inquiries, HOSUR@libertymutual.com

Mattorney or email H

and/or Power of all 610-832-8240

By: /

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 29th day of August , 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

Member, Pannsylvania Association of Notaries

By: Ilresa Pastella
Teresa Pastella Motoru Dublic

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ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of October. 2024.







By: Kanin Chally

Renea C. Howellyn, Assistant Sci

Renee C. Llewellyn, Assistant Secretary



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

PROJECT: BID# 2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media

#### **Background:**

The biofilter media used for odor control at the Kellogg Creek Water Resource Recovery Facility (WRRF) was last replaced in 2017 and is near the end of its useful life. In addition, the irrigation system used to keep the media moist is damaged in several locations and must be replaced. This project is essential to maintain the performance of the biofilters, which treat odors collected from various treatment processes at the WRRF that may otherwise impact the surrounding community. Biofilter Cells 1, 2, and 3 are 57'x32' with a designed biofilter media depth of 3'-6". Biofilter Cells 4, 5, and 6 are 48'x38' with a designed biofilter media depth of 3'-6".

#### **Project Scope:**

This project will include the following work elements:

- Removal and off-site disposal of approximately 1,500 cubic yards of existing wood chip biofilter media from Biofilter Cells 1-6.
- Demolition of existing irrigation systems from Biofilter Cells 1-6 including 1 ½" PVC surface sprinkler supply piping, biofilter surface sprinkler heads, 1 ½" PVC soaker hose header, and ¾" soaker hoses. Existing control valves and control systems are excluded from the demolition scope.
- Installation of new irrigation systems for Biofilter Cells 1-6 matching the layout, capacity, and function of the existing systems as shown on the included reference drawings.
- Installation of approximately 1,500 cubic yards of new biofilter media in Biofilter Cells 1-6.
- All work must be performed during the dry weather season, which is typically May 1 through October 31.

**Engineers Estimate:** \$200,000.00

#### **Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued Substantial Completion: 90 days from issuance of NTP

Final Completion: 120 days from issuance of NTP

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

- Biofilter Media Specifications (Section 44 94 20) (4 Pages)
- Kellogg Creek Water Pollution Control Plan Odor Control System Improvement Project Reference Drawings (63 Pages)

#### **SECTION 44 94 20**

#### BIOFILTER MEDIA - COARSE WOOD TYPE

#### PART 1 GENERAL

#### 1.01 SUMMARY

#### A. Scope:

1. This section specifies coarse wood biofilter media for installation at the Kellogg Creek Water Pollution Control Plant.

#### 1.02 SUBMITTALS

- A. The following information shall be provided in accordance with Section 01 33 00:
  - 1. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. A check mark (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Resident Project Representative shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

#### 2. Preliminary Submittals:

- a. Samples: The Contractor shall submit samples of the biofilter media in 5-gallon pails. Submit three (3) 5-gallon pails of media.
- b. Materials Description: Provide a description of the wood materials comprising the sample submitted (fir, pine, cedar, et al); estimated (observed) percent sound wood and estimated (observes) percent bark.
- c. Gradation Data: Provide gradation data for submitted samples. Data shall include photographs of the 1-inch and 2-inch screens and a written description of the screening process, including the amount of time the media was exposed to each size of screen.

#### 3. Trial production batch:

a. The media supplier shall prepare a 10- ft³ trial biofilter media production batch for review by the Engineer. The trial production batch shall be produced employing the equipment and methods that will be employed to produce the final biofilter media. The media supplier shall submit representative samples from the trial biofilter media batch prior to Engineer review of the 10- ft³ trial batch. Submit three (3) 5-gallon pails of media from the trial production batch.

#### 1.03 QUALITY CONTROL

A. The Contractor shall require the media supplier to maintain a quality control program during production of the media to ensure the Owner that produced and subsequently delivered media conforms to the approved media. Non-conforming media delivered to the job-site will be rejected and shall be removed and replaced at no additional cost to the Owner.

#### PART 2 PRODUCTS

#### 2.01 BIOFILTER MEDIA

#### A. General:

- 1. Biofilter media shall be comprised of locally available forest industry waste wood materials and from wood recycling sources specifically processed to meet the requirements specified herein.
- 2. Media materials shall be sound wood particles (free of rot/decay) with an allowance of up to 10 percent bark materials. Materials shall be primarily (90 percent or more) derived from fir, pine, and cedar material sources. The remaining fraction (up to 10 percent) may be comprised from any other tree variety other than hemlock. Wood material sources may be from the waste forest product industry and from the wood recycling industry. The media shall contain essentially no green waste (foliage; needles, leaves, grass, et al); though up to one-half percent by volume of green waste will be allowed.
- Media particles shall be of random size and shape to form a structural matrix conducive to maintaining air passage through the material and resist during and after installation compaction, such as may be produced by tub grinding or other means.

#### B. Media Particles and Gradation:

- Media particles shall be of random size and shape to form a structural matrix conducive to maintaining air passage through the material and resist during and after installation compaction, such as may be produced by tub grinding or other means. Particles processed/prepared by chipping do not satisfy these requirements and will not be allowed.
- 2. The media shall be processed to remove undersized and oversized particles. Such processing shall include two screening steps to remove undersized and oversize materials. Undersized reject materials shall be those passing a ¾-inch (square) screening process. Oversized reject particles shall be those retained on a 2-inch (square) screening process. Target media shall be that retained on a ¾-inch (square) screen and passing a 2-inch (square) screen.
- 3. Photo 1 below shows a representative photograph of the target media size and materials. The photograph illustrates media materials on top of a 1-inch by 1-inch background grid.



Photo 1. Target media shown on top of a 1 x 1 inch grid

#### 2.02 MEDIA SUPPLIERS

- A. The Owner and Resident Project Representative believe the following candidate manufacturers are capable of producing equipment and/or products that will satisfy the requirements of this Section. This statement, however, shall not be construed as an endorsement of a particular manufacturer's products, nor shall it be construed that named manufacturers' standard equipment or products will comply with the requirements of this Section. Candidate manufacturers include:
  - 1. Lane Forest Products, Eugene & Springfield, Oregon
  - 2. S&H Landscaping Supplies and Recycling, Tualatin Oregon
  - 3. McFarlane's Bark, Milwaukie, Oregon
  - 4. Swanson Bark & Wood Products, Longview, Washington
  - 5. Others

#### PART 3 EXECUTION

#### 3.01 DELIVERY AND HANDLING

A. The installer shall prevent the media from becoming contaminated with dirt or other foreign matter during transport, offloading at the site, handling and during installation.

#### 3.02 INSTALLATION

A. The installer shall install the media employing means and methods that result in the media being placed in a uniformly loose and un-compacted state throughout the entire media volume to be placed in each biofilter. No direct equipment or foot traffic will be allowed on the media during or after installation that would exceed 30 pounds per square foot. The finished top of the installed media shall be level with variances not exceeding 2 inches. Final hand leveling by installation personnel wearing snow shoes or other methods to prevent compaction of the media shall be utilized by the installer.

**END OF SECTION** 



A Department of Clackamas County, Oregon Clackamas County Service District No. 1

# KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

Volume 2 - Contract Drawings

# Job No. 1065096 File: \$\$

REV DATE BY

NOTES

- A1 GENERAL NOTES

  1. All work shall be done in accordance with standard professional construction practices, experienced workers, the specifications, installation details and the codes of local Cities, Clackamas County, State and Federal regulations, etc., the specifications and standard details shown in this drawing set.
- 2. The contractor shall secure all necessary bonds, insurance, licenses, permits and approvals coordinate
- and attend pre-construction conferences prior to commencing construction, if required.

  The contractor shall guarantee all work done under these plans for a period of one years after project acceptance by the owner or when applicable local jurisdiction. Warranty bonds, if required, shall secure said guarantee in a form or forms acceptable to the bond holder.
- 4. In accordance with Oregon Utility Notification Center, the contractor, prior to commencing any excavation, shall provide notice of the scheduled excavation to all owners of underground facilities by calling the 'Call Before You Dig' number 1-800-322-2344. The notice shall be given to the owners of the facilities not less than two business days (48 hrs) or more than 10 business days before excavation. The contractor shall also locate the existing irrigation lines, valves and other irrigation system components at the Site. Contact the applicable jurisdiction to secure AS-BUILT Plans.

  5. The contractor is responsible for managing construction activities to ensure adjacent public roads and
- The contractor is responsible for managing construction activities to ensure adjacent public roads and sidewalks are accessible and kept clear of mud and debris, to the satisfaction of the City. The Site and area of the project should be free of debris, excess and unused construction material and maintained to allow for a clean and orderly installation process.
- 6. The contractor shall protect existing buildings, walls, fencing, pavement, stakes, monuments, plant material and other site features on and adjacent to the site; protect work and materials of other trades; protect the public from injury at all times. The contractor shall replace at their own expense any and all damage resulting from construction operations or negligence.
- To Prior to any and all construction within existing public right-of-ways, the contractor shall complete a traffic control plan and obtain local approval. Traffic during the construction shall be controlled in accordance with the governing manual on uniform traffic control devices.
- 8. The contractor or subcontractor shall maintain on the job site at all times, at least one set of approved construction plans. These plans shall be marked "as-builts" and shall be marked up and maintained current at all times. Prior to final completion of the work, the as-built plans shall be delivered to the
- owner's representative for processing and submittel as required.

  9. Staking provided by owner's representive. For additional grades, concrete specifications, and information on curbs, streams and dictoes, see engineer drawings.
- information on curbs, streams and ditches, see engineer drawings.

  10. ANY and ALL discrepancies between these planst details and the actual field conditions shall be reported to the Owner's representative or designee immediately. Plants may be relocated due to utilities or proximity to existing vegetation. Notify the Landscape Architect for review and direction.

  11. Contractor to work with other site contractors and coordinate work with project Landscape Architect.
- or owner's representive. Verify schedule and scope of work prior to execution of any portion of work.

  12. See engineering, erosion control and other associated Plans for additional requirements and specifications.
- 13. Any work done within designated wetlands, mitigation sites, riparian enhancement sites or other sensitive natural areas is governed by Oregon Division of State Lands and local jurisdictional permits and regulations. All conditions of the controlling parties shall be observed at all times.
- All contentions of the controlling parties shall be observed at all times.

  14. Plant materials shall conform to American Nursery Association standards governing health, size, branching habit, form and root development.
- 15. The Plant Schedule is for reference ONLY; verify plant counts on plan. In case of discrepancy the plan shall govern. Following the award of the bid, the contractor shall secure the plant material. Any changes or substitutions MUST be approved by the Landscape Architect, in writing, prior to execution of any part of work.
- 16. Contractor is to review the rough grading to be within .1' of finished grade. Do not start work until unsatisfactory conditions have been corrected. Adjust rough grades, where needed or directed. Maintain specified clearances along structures and other site features.
- Regrade site to Insure a minimum 2.5% positive drainage over all landscaped areas. Notify Landscape Architect for approval of completed grading prior to irrigation or plant installation.
- Trap on water, create no ponds.

  18. The contractor shall install a fully operational underground irrigation system. Where extending existing systems varify water source, and certified back flow device.
- existing systems, verify water source, and certified back flow device.

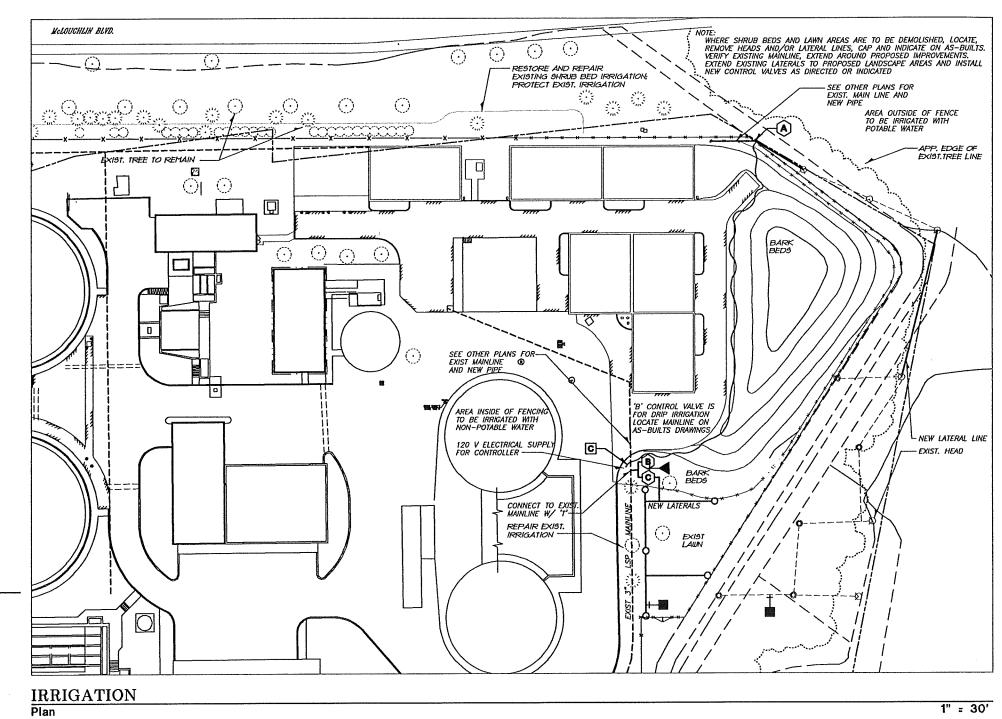
  19. Install all plant materials with root crown 1" minimum above finished grade and stake where required. Top dress all shrub beds, individual trees and shrubs with 3" of approved mulch.
- 20. Constriction specifications, drawings and details for the construction of this project is issued following approval of the Concept Plan from applicable jurisdictions.
- 21. All base information and existing conditions provided by Montgomery Watson, Portland Oregon.

#### IRRIGATION MATERIALS

	IRRI	GATION	MATERIALS LIST	
SYMBOL	MANUF.	MODEL #	COMMENTS	
M	EXISTING		VERIFY OPERATION PSI OF 50LB	
C	RAINBIRD	ESP-8MC	8-STATION CONTROLLER. MOUNT ON PED-PP16 PEDESTAL, COORDINATE LOCATION W/ OUNER	
<b>M</b>	EXISTING	-	EXIST BACKFLOW PREVENTER, VERIFY CERTIFICATION AND PROTECTION OF WATER SUPPLY	
VALVES	A-A-M-1			
$\bigcirc$ +	CHAMPION		BRASS GATE VALVE.	
-	RAINBIRD	44NP	3/4" QUICK COUPLING VALVE W LOCKING RUBBER COVER.	
<b>②</b>	RAINBIRD	PEB, PESB	REFER TO VALVE CHART FOR SIZES.	
	MANUAL DRAIN VALVE. SIZE AS NEEDED, SEE PLANS FOR LOCATIONS.			
HEADS				
⊚	HUNTER	PGP-ADV-II	ADJUSTABLE ARC ROTOR W CHECK VALVE - 8.9 GPM, 49' RADIUS	
0	HUNTER	PGP-ARV-8	ADJUSTABLE ARC ROTOR W CHECK VALVE - 4.2 GPM, 43' RADIUS	
	CLASS 200 F LATERALS A	PVC. LATERAL I CCORDING TO I	LINE CONTRACTOR TO SIZE PIPE SIZING CHART ON SHEET.	
<b>&gt;</b>	EXISTING 4"	CLASS 200 PV	C. 9LEEVE. 9EE PLAN FOR LOCATION9.	
~	14 GAUGE CO	NTROLLER WIR	E (TO FOLLOW MAINLINE AS SHOUN).	

NOTE:
NEW IRRIGATION COMPONENTS THAT USE NON-POTABLE WATER ARE TO HAVE THE UNIVERSAL
PURPLE COLOR ON THEM IDENTIFYING THIS TYPE OF WATER. THESE COMPONENTS ARE NOT
TO - COVERS, VALVE BOXES, HANDLES, CAPS, ETC.

NOT TO SCALE

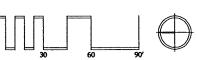


## VALVE TABLE

NOTE: ALL RAINBIRD VALVES

VALVE #	TOTAL GPM	SIZE
A	67.5 GPM	200-PEB
В	300 GPH	XCZ-075
С	21.0 GPM	150-PE9B

MAIN LINE SIZING CHART
Gallone per minute Pipe stze & Clase
O - 8 gallone I" sched 40
9 - 13 gallone I" sched 40
14 - 22 gallone I-1/4" sched 40
23 - 30 gallone I-1/2" sched 40
31 - 50 gallone 2" sched 40
51 - 10 gallone 2" sched 40
11 - 110 gallone 3" sched 40





1-14-00 100% CD Set

> BOARDMAN STUBIO

LANDSCAPE ARCHITECTURE LAND PLANNING DEVELOPMENT SERVICES

4525 NW Seblar Terrace Portland, Oregon 97210 pH 503-222-3495 IX 503-827-0940

SCALE WARNING

1" = 30'

THIS BAR DOTS

HOLL MEASURE IT

THEN DARKE IT

THEN DARKE IT

THEN DARKE IT

THEN DARKE IT

DESCRIPTION

DESIGNED MRB

DRAWN MRB

CHECKED GSH/BDT

COMPANY OFFICER'S NAME) LICENSE NO. DATE

COMPANY OFFICER'S NAME) LICENSE NO. DATE



MONTGOMERY WATSON
Portland, Oregon

WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY-- SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
IMPROVEMENT PROJECTS

LANDSCAPING IRRIGATION PLAN NEW SYSTEM ADDITIONS SHEET

L-3

GUENT No.

#### GENERAL NOTES

C1 - IRRIGATION SPECIFICATIONS

The landscape contractor shall build the irrigation system according to standard construction practices, these drawings and specifications. The landscape contractor shall

install all irrigation system components in accordance with all local codes and ordinances

2. Contractor shall provide all labor and materials to install a fully operational irrigation system as per these details and specifications. The Contractor shall guarantee materials

and workmanship for one year beyond date of final acceptance of irrigation materials.

3. All materials shall be new, the best quality. Protect irrigation system materials before during and after installation. In the event of unnecessary damage, repair or replace items as necessary to the approval of the Owner's Representative at no additional cost to the owner.

4. Contractor is responsible for verifying the assumed water pressure (50 PSI) and GPM availability from the existing water meter(s). The system shall be capable of delivering a min. 1 1/2\*of water per week over the entire site at a max 1 hour operating time per zone, per day, without washouts, dry spots. Notily Owner's Rep if other wise. Avoid over watering.

5. Coverage shall be head to head triple coverage in lawn area and double coverage in all shrub beds as shown on drawings. Upon approval or as directed by the Owner's Rep, the Contractor may alter the double/triple coverage. Lawn areas, Shrub and Flower beds, and drip areas to be separate zones. Separate rotor from spray head zone.

6. Verify that power has been supplied to the irrigation Controller (when used) prior to installing plant materials. If plant material are installed prior to power being connected and controller fully operational, contractor assumes FULL responsibility for keeping plants alive. Coordinate with owner and electrical for power connection.

Owner's Rep to approve fine grading and layout of all lawn areas & shrub beds prior to beginning work and installation of system components.

8. The irrigation components and piping shown is diagrammatic. Utilize common trenches

where possible; adjust layout to avoid conflicts with existing or anticipated future utilities, obstructions or other improvements.

Contractor is to coordinate with other trades and the Owner's Representative the number, final location, and the installation of all necessary irrigation sleeving.

C2 - IRRIGATION SYSTEM COMPONENTS

PVC Pipe - All mainlines smaller than 2" to be Class 200 PVC, mainlines larner than 2" to be SCH 40 and have concrete thrust blocks at all changes of direction. Keep concrete clear of all joints and accessories. Laterals to be Class 200 PVC. Contractor shall follow manufacturer's instructions for solvent welding of PVC pipe and fittings to achieve tight and inseparable joints. Utilize single wrap Teffon Tape at all threaded joints. Size all pipe according to the following chart. Pull no pipe larger than 1 1/2" without approval.

2. Zone Valves - PEB, PESB, 75-DVX Series Electric Remote Control Valves by Rainbird.

or approved equals. Install all valves with a plastic ball valve on the inlet side of valve (on inlet side of valve) to facilitate maintenance and removal. No 'in mainline' installation permitted. Place valve boxes [Ametek or approved equal] in plant beds or locations that are easily serviced (but not in conspicuous locations) wherever possible, away from mower, edger, or dethatcher operations. Locate square to paving edges, Min. 18" from all edges. Over excavate subgrade beneath box and install 3" min, gravel for drainage. Set top of valve min. 6" below finish grade. Set valve box flush with surrounding grade. Valve box locations shown on plan are schematic only and may be relocated as necessary Drip zone to use XCZ-075 zone kit with 200 mesh filter and pressure regulator. The use non-potable water may prohibit use of drip irrigation, Spray Heads are an approved alternative.

3. Backflow Device - VERIFY EXISTING double check valve with resilient seat ball

shut-off valves is functioning in accordance with the local City and County requirements and has current inspections and permits. Backflow preventer shall be installed and inspected by a Certifled Backflow Assembly Installer and accepted by local jurisdiction. The re- inspection is the responsibility of the contractor. Provide the owner written certification.

4. Controller - Reinbird ESP-MC 8 Sta Controller. Coord. location with owner, 120 v power and elect, connection by others. Mount on pedestal w/ concrete pad on compacted base. Provide condult plus 2 extras for future expansion or central control connections. Controller wire to be single strand, min. #14, plus 3 extra wires placed in neat bundles along mainline. No multi-strand wire without prior approval. Follow all manufacturer's specifications.

5. Rotor Heads - Hunter PGP Series, existing and proposed, according to detail on

PVC swing joints. Coordinate head location with tree and street light spacings to maintain 7' minimum separation between the head to the tree and/or light. Tee fittings shall extend horizontally from lateral line pipe. Do not locate heads in bottom or on side of swale (unless preapproved), overspray into swale is acceptable.

Pop-up Spray Heads - Rainbird 1800 Series pop-up series, 4" in lawn areas, 6" in shrub beds. Contractor shall install all pop-up heads using flexible polyethylene pipe not to exceed 18" in length or PVC swing joints. Tee flittings shall extend horizontally from lateral line pipe. Verify existing heads in remodel areas function properly. As an approved alternative, the landscape contractor may provide spray heads to new plantings the south side of the project in stead of a drip system.

Nozzles - Contractor to install standard nozzles supplied with Rotor heads, plastic 1800 series nozzies, no brass on pop-ups.

8. Quick Couplers, Drain Valves - Brass, as specified or noted on drawings and details. Contractor may substitute an approved equal upon approval

C3 - IRRIGATION INSTALLATION PROCEDURES

Contractor meet with Owner's Rep in field prior to beginning, to locate controller for prompt installation with and inform Owner's Rep immediately upon completion. This will expedite the coordination of the electrical hook-up for the Controller.

Contractor will be responsible for repairing any damage done to existing utilities, site

features, or existing plantings and will repair or replace at their own expense.

Irrigation trenches shall be at a depth to provide a minimum cover of 24" for sleeving beneath asphalt paving, 18" for sleeving beneath walkways and soft paths; 18" for all mainlines and 12" for all lateral lines. All sleeving under vehicular traffic to be Schedule 40 PVC, other sleeving may be Class 200 PVC. Backfill trenches with select clean fill, void of material harmful to system components. Compact with approved methods to 95% and promptly repair all trench settlement. Irrigation Pipe 1 1/2" dia, or less may be pulled with approval

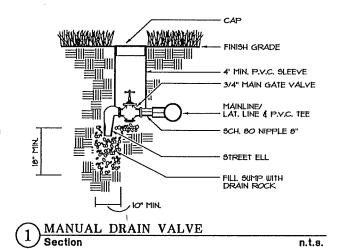
5. Install all wire in accordance with manufacturer's recommendations with a minimum 18 wire loop inside valve box at each remote control valve and at the controller. Wire min. size to be f14, single strand irrigation control wire, plus 3 extras, no multi-strand wire allowed All splices shall occur ONLY at valve boxes and controller with water-proof connectors. Install wire in neat bundles in mainline trenches. Mark all wire bundles not located in mainline trenches with magnetic tage and note locations on 'as-built' drawings. Exercise care when installing new wiring through existing lawn and shrub beds, and repair any damage done to these areas at no cost to the owner.

6. Quick Couplers, Drain Valves - Contractor shall install quick coupler(s) at high point(s) on mainline; manual drain valves low points on mainline pipe (or as shown) to allow for winterization. Mark couplers and drain valves with a painted or colored locking sleeve cap and indicate on 'As-Built' drawings.

Landscape contractor shall thoroughly flush irrigation system after piping, risers & valves are installed but prior to installing sprinkler heads. DO NOT backfill any trenches prior to pressure checking system. Notify Owner's Rep at least 24 hours prior to witness the pressure checking. After flushing, test system at least twice the working pressure for two hours. Repair any leaks and retest system. Backfill with clean fill, void of material injurious to system components. Compact by flooding, and promptly repair all trench settlement. Contractor shall thoroughly flush irrigation system after piping, risers and valves are

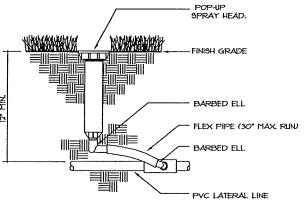
installed but prior to installing sprinkler heads. Final pressure and gpm should be to manufacturer's recommendations at the heads.

 Thoroughly clean, adjust and balance the installed irrigation system. Adjust spray
pattern of nozzles to minimize throw of water onto buildings, windows, walls, fences, paved surfaces or other non-landscape elements. Adjust controller for optimum performance and precipitation rates utilizing proper water conservation measures.

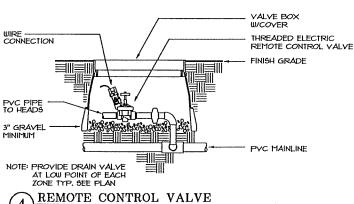


ROTOR HEAD FINISH GRADE DOUBLE MARLEX STREET ELL 5CH. 80 NIPPLE, 8\* SINGLE MARLEX STREET ELL PVC LATERAL LINE

POP-UP ROTOR HEAD Section n.t.s.



POP-UP SPRAY HEAD Section n.t.s.



Section

BACKFLOW PR UNION COUPLE, TYP.-BOTH SIDES. WHAN FINISH GRADE 3" GRAVEL MIN.-OUT TO ZONES IN FROM METER 5 BACKFLOW DEVICE Section

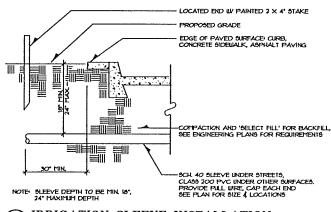
EXISTING

n.t.s.

n.t.s.

n.t.s. FINISH GRADE - QUICK COUPLING VALVE GALV. NIPPLE GALV. STREET ELLS (2) SCHED. 80 NIPPLE - MAINLINE GALV. STREET ELL

QUICK COUPLING VALVE



IRRIGATION SLEEVE INSTALLATION Section

> AFGISTERED 272 Est Description MICHAEL R. BOARDMAN CAPE ARCHI

1-14-00 100% CD SET

LANDSCAPE ARCHITECTURE LAND PLANNING DEVELOPMENT SERVICES

4525 NW Sebiar Terrace Portland, Oregon 97210 pH 503-222-3495 IX 503-827-0940

W" VINYL DISTRIBUTION TUBING, (DT-025-050) XERI-BUG EMITTERS. PLACE EMITTERS IN TOP I" OF BARK CXB-05, XB-10, SEE PLAN) 12" MAX. FROM -NOTE: SEE PLANS FOR LOCATION OF TREES & DRIP ZONES 8 DRIP EMITTERS Section n.t.s.

SCALE WARNING As Shown IF THIS BAR DOES NOT MEASURE 1"
THEN DRAWING IS NOT TO SCALE DESCRIPTION

DESIGNED\_MRB MRB GSH /BOT CHECKED\_

15933 LICENSE NO. 1-14-00 10818 COMPANY OFFICER'S NAME) LICENSE NO.



TYPICAL TREE

12" DEEP MIN.

**" BARB TRANSFER** FITTING, (BF-3)

AIN TUBE TUBING (RT-050-500)

MONTGOMERY WATSON Portland, Oregon

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 CELLOGG CREEK WATER POLLUTION CONTROL PLANT IMPROVEMENT PROJECTS

n.t.s.

**LANDSCAPING** SPECIFICATIONS AND DETAILS

BOARDMAN

SHEET L-4

CUENT No.

# The Landscape Contractor doing this work must be licensed to do this work in the State.

- All local Municipal, County and State laws regarding uses and regulations governing or relating to any portion of the work depicted on these plans and details are hereby incorporated into and made part of these specifications, and their provisions shall be
- carried out by the contractor. . The Contractor shall obtain all necessary licenses, bonds, permits, and insurance required to perform the work indicated herein before commencing work and shall be responsible for coordinating work with all parties involved, including jurisdictional agencies.
- Contractor is responsible for locating and protecting any and ALL existing utilities on and adjacent to the project prior to beginning construction. Utility locate number is (360) 696-4848. The Contractor shall locate and protect all existing utilities and features on and adjacent to
- the project site during construction, and shall repair at his own expense all damage
- resulting from his operations or negligence.

  6. Protect existing buildings, walls, fences, pavements, reference points, monuments ar markers on and adjacent to this site. Protect work and materials of other trades. Use all means necessary to protect the public from injury at all times.
- . Any discrepancies between these plans and the actual field conditions shall be reported to the Landscape Architect prior to working in the affected area
- 8. The Contractor shall maintain a clean and orderly construction site, removing all rubble, debris and excess materials. These materials shall be properly disposed of olf site in a limely manner to avoid unreasonable disruption or mess. No materials shall be staged in
- public streets without prior written approval of the Landscape Architect.

  Plant materials shall conform to American Nursery Association standards governing health, size, branching habit, form, and root development.
  A2 - GENERAL INSPECTION and ACCEPTANCE

**SPECIFICATIONS** 

- The landscape contractor is to maintain the job site and plant material until the work is completed and final acceptance of the project, see section E1.
- The project remains incomplete until accepted by Landscape Architect.
- Seeded lawn areas are to be established thick, healthy, generally uniform in color, stand of the specified grass, free of bare spots, weeds, ponding, uneven slopes & surface irregularities. . No fewer than two lawn mowings shall have occurred prior to final acceptance of any section of the work. See D3, Acceptance of lawn.
- Upon completion of the irrigation system, as a condition of it's acceptance and for final payment, deliver to the Owner's representative the following:

  A) 'As-Built' drawings that include 3 prints and the supplied reproducible irrigation base
- showing at the min. valve location & size, controller number & size, GPM, pipe size, heads, quick couplers, manual drain and all other required system components. This base contains all revisions to the irrigation including a Controller Zone Reference chart.

  B) Owner instruction for operation of system components & system winterization.
- When the landscape work is completed, including the above-described maintenance, the Landscape Architect will, upon request, make an inspection (2 max.) to determine project acceptability. Notify Landscape Architect 48 hours prior to visit. The Landscape Architect shall determine whether the project is substantially complete and conditionally or unconditionally acceptable. Additional site inspections for final acceptance shall be at the contractors cost.
- Where inspected landscape work does not comply with the specified requirements, replace rejected work and continue specified site maintenance until reinspected by the Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from the project site.
- 8. Final acceptance shall be in writing from the Landscape Architect or by Landscape
- Architect's release of the project retainer.

  This Landscape Contract requires that all workmanship, supplied materials, site furnishings, plants, lawn areas, and the irrigation system shall be guaranteed, upon completion, lexcept for acts of God and vandalism) for 1 year from job acceptance. B1 - ROUGH GRADING, Site work to be performed by the General Contractor
- Contractor to strip any topsoli and stockpile as shown or directed.
- Upon removal of any existing stumps and root balls, backfill and compact excavations in future landscape areas with native soil.
- 3. Provide uniform and continuous slopes as per plans and details. Unless otherwise noted, provide minimum 3% slopes away from structures. Lawn areas, shrub beds and planters are to be 2% minimum.
- All landscape areas to receive approved topsoil strippings free of roots, stones and other foreign objects greater than two inches (2") in diameter. Notify Landscape Architect for approval of Rough Grading prior to commencing Fine Grading.
- B2 FINE GRADING, Site work by the Landscape Contractor

  1. Prior to beginning work, verify that rough grades are within .1 foot of specified elevations.
- Allow for import of topsoil (and amendments if required) when determining final elevations.

  2. Adjust Rough Grading elevations to allow for the addition of 3° of approved topsoil in Lawn Areas and 3" of bark mulch in Shrub Beds. Trap no water in shrub beds or behind curbs.
- Maintain specified clearances below fences, along structures, curbs, paving and site features, 3. Regrade as required to insure positive drainage over entire site. Trap no water on sit unless specified on plan.
- All lawn areas adjoining sidewalks, concrete slabs, manholes or curbs are to be installed flush with the tops of each surface to facilitate mowing and maintenance.
- Regrade, as required to maintain a uniform min. 2" clearance between the bottom of the fence and the top of the bark (bark to be 3" deep).
- Soil Importation/Amendment This work requires the landscape contractor to provide and place additional approved topsoil to create an enhanced finished grade and to eliminate any localized poor drainage areas. This topsoil is IN ADDITION to the material required for Planting Mix for plant materials. Refer to Plant Schedules for topsoil amounts.
- C1 IRRIGATION See Irrigation Sheet
- D1 PLANTING NOTES
- Any discrepancies between these plans and the actual field conditions shall be reported to the Landscape Architect. In case of discrepancies between plant schedule, call-outs and plan, PLAN shall govern.
- Notify landscape architect for approval of fine grading prior to commencing plant installation. . All paved areas, fences or surfaces stained or soiled from landscape material shall be cleaned. All surfaces shall be washed with proper equipment and materials as approved by
- the Owner. Stage no dirt or bark in public streets without Landscape Architect's approval. All trees, shrubs and proundcovers to be planted as per plan, specifications and details After final raking, all shrub beds, tree rings and mowing strips shall receive a 3" layer of
- medium grade bark mulch. Install mowing strips and bark catch per details and notes.

  Any changes or substitutions in plant material or revisions to plant locations to be approved. by Landscape Architect prior to planting. Adjust plant locations in coordination with Landscape Architect if deviations from planting plan are necessary due to unknown site conditions.
- Plant materials shall conform to American Nursery Association standards governing health, size, branching habit, form, and root development.
- Fertilize all trees, shrubs and groundcovers as shown in details or approved equal.
- Backfill soil for all plants shall be a mixture of three equal parts topsoil (from site); rotted
- manure or mushroom compost; and rotted sawdust or leaf mulch. See planting details. Preparation of soil for annual bed consists of 1/3 of APPROVED rotted sawdust or animal manure and 2/3 well drained sandy loam, mix completely.

#### D2 - PLANT STANDARDS, INSTALLATION

- All trees to be healthy, disease-free, well branched, with straight trunks and well crowned. Remove all dead, dying, and crossed branches. They shall have no cut off limbs over 3/4" diameter not completely healed over. Trees shall be free of scrapes and scars.
- Wire baskets shall be cut away completely. Avoid ball breakage. The first 2/3 of the Burlap wrap shall be peeled away prior to backfill. Trees in tree wells shall be installed with crown flush or above surrounding grade and paving cover ball with 3" of bark.
- All trees are to be provided with a 36" diameter bank chip tree ring and be planted a minimum of 36" from any fence, pole, wall, curb, sidewalk, property line or any other landscape feature, unless specifically called out in the plan. Trees shall be placed a minimum of 7' from irrigation rotor heads, minimum of 5' from street lights, unless noted otherwise Trees in tree wells shall be centered. Over excavate all compacted material.
- Plant all trees according to details. Orient best side to dominant view.

- All shrubs to be container stock or bare root during season, well branched, healthy, disease free specimen materials. Plant minimum 30" from edge of paving, 42" from existing trees, 36" from new trees: 18" from adjacent private property lines. See Planting Plan for Bed Preparation.
- 2. Plant all shrubs according to details. Orient best side to view.

#### Ground Covers

- All ground covers to have 1 year minimum root development, with crown proportionate to container. Plant using triangular spacing: locate ground cover one half of specified spacing distance from any curb, sidewalk or other surface unless otherwise specified. See planting schedule for spacing distances.
- Plant all groundcover according to details.

#### Annual & Perennial Planting Bed

- Receive approvel of preliminary layout and grading prior to beginning this section of work.

  Spread 6" min. specified floral bed soil mix over the flower bed area and ROTOTILLL to a minimum depth of 12". Rake smooth and maintain grades shown on plan.
- 3. All annuals and perennials to be installed in the spring, other bulbs in the fall or as directed.
- Fertilize floral bed with an approved LOW NITROGEN FERTILIZER. No substitutions of plant material without prior approval

#### D3 - LAWN INSTALLATION

- Landscape Architect to review and approve layout of lawn area prior to seeding. Receive approval of fine grading prior to lawn installation.
- All lawn areas adjoining sidewalks, concrete slabs, manholes or curbs are to be installed flush with the tops of each surface to facilitate mowing and maintenance. Lawn areas adjoining fences, walls, utility vaults, buildings or other site features, shall have a uniform 6" barked mowing strip with catch to facilitate mowing and maintenance

- Grade base to maintain existing rough grading drainage, providing uniform and continuous slopes maintaining minimum 2% drainage.

  Rake and remove weeds and rocks over 1-1/4" in size in top 4" of soil.
- Apply ground limestone at rate of 80 pounds per 1,000 square feet.

  Thoroughly mix and then till (rototill) soil additives into soil base a minimum of 6" in a
- moist condition, apply 3" of approved topsoil, then reestablish a level, smooth surface 5. Roller seed bed with water filled roller in two directions to firm up bed. Regrade if necessary.
- Spread Turf Treat lawn fertilizer at a rate of 5 pounds per 1,000 square feet. Sow specified lawn seed (minimum 7 pounds/1,000 square feet unless otherwise specified) by seeder (do not apply if wind exceeds 5 mph) evenly over entire area by sowing equal
- quantity in two directions at right angles. Rake seed lightly into top 1/3" of soil, roll lightly.
- Apply mulch of damp peat moss or approved equal, 1/8" 3/16" deep.
- 10. Keep mulch dark with moisture until grass is up.
- 11. Protect and maintain the seeded area until acceptance of established lawn. Note: Hydroseeding is an approved alternative unless otherwise noted. Hydroseed any areas with slopes greater than 4:1. Clean up all overspray not in the designated lawn area.
- 12. Regrade, repair, and reseed ALL washouts and thin areas.

- Follow procedures 1-6 under seeding.
- Begin on longest run and lay a staggered brick pattern without overlapping edges and with no visible seam gaps. Alternate this pattern on each row. Do not leave any sod on pallets overnight or permit sod to dry out prior to placement.
- Lightly roll sod in both directions and begin watering program.
- Water regularly, using short intervals, 3 5 times a day to a min. 6" depth for 10 days.
- Repair and regrade all washouts.

MRB

MRB

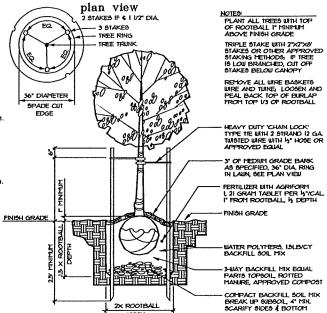
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DESIGNED

- Seeded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform in color, close stand of the specified grass is established, free of weeds, bare spots, ponding, non-continuous slopes & surface irregularities. The Contractor shall cut a neat lawn edge at all shrub beds.
- 3. At the time of acceptance of the project, all lawn areas shall be in a neatly mowed condition and fertilized. No fewer than two lawn mowings shall have occurred prior to final acceptance of any section of the work.

#### E1 - MAINTENANCE DURING CONSTRUCTION

- The Contractor shall maintain all landscape areas until project completion and acceptance.
- Maintenance shall include at a minimum:
- A) Regrade and re-bark any settlement, or erosion washout
- B) Monitor irrigation, adjust as required.
- C) Lawn care includes reseeding, repairing, mowing, edging, weeding, policing and removal of unwanted plant materials and debris during specified period. Regrade with approved material and reseed all washouts. Fall leaf removal is outside the scope of this maintenance specification.
- D) Bark mulch shall be maintained or brought to a 3" depth during this maintenance period.
- Maintain all tree stakes and guys.
   Maintain all barked areas weed free during maintenance period.
- GI Any unsatisfactory conditions arising during this maintenance period shall be brought immediately to the attention of the Landscape Architect.



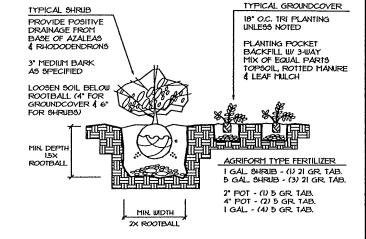
DECIDUOUS TREE INSTALLATION

FINISH GRADE OF

OF SIDEWALK!

TRIPLE GUYS RUBBER HOSE & DOUBLE STRAND 14 GA GALV. WIRE OR APPROVED 3" MIN. MEDIUM GRADE CUT & REMOVE ALL WIRE BASKETS. CUT & LOOSEN ALL BURLAP NOTE: PLANT WITH ROOTBALL I' ABOVE FINISH GRADE TREE HEIGHT LOCATE 2"X2"X24" D.F. STAKES OUTSIDE DRIPLINE GRADE FERTILIZER TABLETS 2T 1/3 DEPTH OF ROOTBALL USE (1) 21 GR 'AGR FORM TAB. FOR EA. 1/2" TREE CALIPER WATER POLYMERS ISLB/CY 3-WAY BACKFILL MIX EQUAL PARTS TOPSOIL, ROTTED MANURE & LEAF MULCH 2X ROOTBALL BREAK UP SUB-SOIL IIIIDTH MIN. 4" AND CROWN FOR DRAINAGE CONIFEROUS TREE INSTALLATION

3 CONIF. Section



2 BARK CATCH Section

MEDIUM GRADE

4

nt.'s

SHRUB, GROUNDCOVER INSTALLATION



1-14-00 100% CD SET

> LANDSCAPE ARCHITECTURE LAND PLANNING DEVELOPMENT SERVICES 4525 NW Sebiar Terrace Portland, Oregon 97210 pH 503\*222\*3495 fX 503\*827\*0940

BOARDMAN

SHEET L-6

nt.'s

LANDSCAPING SPECIFICATIONS AND DETAILS

SCALE WARNING ? As Shown IF THIS BAR DOES NOT MI ASURE 1" THEN DRAWING IS NOT TO BCALE DE3CRIPTION

LICENSE NO. 1-14-00 COMPANY OFFICER'S NAME) LICENSE NO.



MONTGOMERY WATSON Portland, Oregon

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG, CREEK WATER POLLUTION CONTROL PLANT IMPROVEMENT PROJECTS

CUENT No

STRUCTURAL DIMENSIONS CONTROLLED BY OR RELATED TO MECHANICAL OR ELECTRICAL EQUIPMENT SHALL BE COORDINATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

MECHANICAL AND ELECTRICAL EQUIPMENT SUPPORTS, ANCHORAGES, OPENINGS, RECESSES AND REVEALS NOT SHOWN ON THE STRUCTURAL DRAWINGS BUT REQUIRED BY OTHER CONTRACT DRAWINGS, SHALL BE PROVIDED FOR PRIOR TO PLACING CONCRETE.

STRUCTURAL DRAWINGS SHALL BE USED IN COORDINATION WITH MECHANICAL, ELECTRICAL, ARCHITECTURAL, CIVIL DRAWINGS AND SHOP DRAWINGS PROVIDED BY MANUFACTURES OF EQUIPMENT.

STRUCTURES HAVE BEEN DESIGNED FOR OPERATIONAL LOADS ON THE COMPLETED STRUCTURES. DURING CONSTRUCTION, THE STRUCTURES SHALL BE PROTECTED BY BRACING AND BALANCING WHEREVER EXCESSIVE CONSTRUCTION LOADS MAY OCCUR.

UNLESS OTHERWISE SHOWN, ON ALL STRUCTURAL DRAWINGS THE FINISH
GRADE AROUND STRUCTURES IS SHOWN THUS INSTRUCTION OF A PAVEMENT.
EITHER GROUND SURFACE, TOP OF CONCRETE SLAB OR AC PAVEMENT.
FOR DETAILS OF FINISH SURFACES SEE CIVIL AND ARCHITECTURAL
DRAWINGS.

DESIGN IN ACCORDANCE WITH THE 1994 EDITION OF THE UNIFORM BUILDING CODE, EXCEPT WHERE OTHER APPLICABLE CODES OR THE FOLLOWING NOTES ARE MORE RESTRICTIVE.

LOADING CRITERIA:
ROOF LIVE LOAD------ 30 PSI
WIND ----- 30 PSI SEISMIC----- ZONE 3

LOCATION OF ALL CONSTRUCTION JOINTS SHALL BE AS SHOWN ON THE DRAWINGS OR APPROVED BY THE ENGINEER. ALL CONSTRUCTION JOINTS LOCATED ON THE DRAWINGS, SHALL HAVE A 6" FLATSTRIP WATERSTOP, IF IN MEMBERS IN CONTACT WITH WATER. IN ADDITION, JOINTS IN ALL SLASS COVERED WITH WATER, SHALL HAVE BOTH A 6" FLATSTRIP WATERSTOP AND A SEALANT GROOVE.

#### STRUCTURAL STEEL

STEEL CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS AS CONTANED IN THE LATEST EDITION OF THE ASC STEEL CONSTRUCTION MANUAL.

ALL STRUCTURAL SHAPES, BARS, PLATES AND SHEETS SHALL BE OF STEEL MEETING ASTM A-36 SPECIFICATIONS.

ALL WELDING SHALL BE BY THE SHIELDED ARC METHOD AND SHALL CONFORM TO AWS CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION, QUALIFICATIONS OF WELDERS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR STANDARD QUALIFICATION PROCEDURE

#### CONCRETE (EXCEPT PRECAST CONCRETE)

UNLESS OTHERWISE NOTED OR SPECIFIED, ALL STRUCTURAL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS.

REINFORCEMENT STEEL SHALL BE DEFORMED BARS CONFORMING IN QUALITY TO THE REQUIREMENTS OF ASTM A-615, "SPECIFICATIONS FOR DEFORMED BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT", CRADE 60

ALL DETAILING, FABRICATION AND PLACING OF REINFORCING BARS, UNLESS OTHERWISE INDICATED, SHALL BE IN ACCORDANCE WITH ACL-315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.

#### TOLERANCES IN PLACING REINFORCEMENT SHALL BE $\pm \frac{3}{2}$ INCH FOR MEMBERS WITH D < 8 INCHES $\pm \frac{1}{2}$ INCH FOR MEMBERS WITH D > 8 INCHES

DOWELS, PIPE, WATERSTOPS AND OTHER INSTALLED MATERIALS AND ACCESSORIES SHALL BE HELD SECURELY IN POSITION WHILE CONCRETE IS BEING PLACED.

UNLESS OTHERWISE INDICATED, ASIDE FROM NORMAL ACCESSORIES USED TO HOLD REINFORCING BARS FIRMLY IN POSITION, THE FOLLOWING SHALL BE ADDED:

A) IN SLABS \*5 RISER BARS AT 36 INCHES OC MAXIMUM TO SUPPORT TOP REINFORCING BARS.

B) IN WALLS WITH 2 CURTAINS \*3 U OR Z SHAPE SPACERS AT 6 FEET OC EACH WAY.

METAL CLIPS OR SUPPORTS SHALL NOT BE PLACED IN CONTACT WITH THE FORMS OR THE SUBGRADE. CONCRETE BLOCKS (OR DOBIES) SUPPORTING BARS ON SUBGRADE SHALL BE IN SUFFICIENT NUMBERS TO SUPPORT THE BARS WITHOUT SETTLEMENT, BUT IN NO CASE SHALL SUCH SUPPORT BE CONTINUOUS.

DOWELS SHALL BE WIRED OR OTHERWISE HELD IN POSITION, THEY SHALL NOT BE SHOVED INTO FRESHLY PLACED CONCRETE.

UNLESS OTHERWISE INDICATED ON THE DRAWINGS, LAPS OF REINFORCEMENT SHALL BE AS SHOWN ON DETAIL S-143.

LOCATE TWO MINCH GALVANIZED RICHMOND ROCKET INSERTS, HOHMANN BARNARD OR EQUAL, STRADDLING CENTERLINE OF EQUIPMENT OVER ALL PUMPS, METERS OR OTHER MECHANICAL UNITS OF MORE THAN 100 LBS,FOR INSERTING LIFTING EYES IF NOT OTHERWISE INDICATED.

REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH AND PIPE, PIPE FLANGE OR METAL PARTS EMBEDDED IN CONCRETE, A MINIMUM OF 2 INCHES CLEARANCE SHALL BE PROVIDED AT ALL TIMES.

DESCRIPTION

UNLESS OTHERWISE SHOWN ON THE DRAWINGS CONCRETE COVER FOR REINFORCING BARS SHALL BE AS FOLLOWS:

FOR CONCRETE PLACED AGAINST EARTH \_\_\_\_\_ 3' FOR SURFACES IN CONTACT WITH WATER OR WEATHER AND FORMED SURFACES IN CONTACT WITH EARTH......2"

UNLESS OTHERWISE NOTED, WALLS AND SLABS SHOWN WITH A SINGLE LAYER OF REINFORCEMENT SHALL HAVE THAT REINFORCEMENT CENTERED

SLABS WITH SLOPING SURFACES SHALL HAVE THE INDICATED SLAB THICKNESS MAINTAINED AS THE MINIMUM. SLAB BOTTOMS MAY EITHER SLOPE WITH THE TOP SURFACE OR BE LEVEL. REINFORCING IN SLABS WITH SLOPING SURFACES SHALL BE PLACED AT THE REQUIRED CLEARANCE FROM THE SLAB SURFACES.

ALUMINUM CONSTRUCTION SHALL BE IN ACCORDANCE WITH AMERICAN SOCIETY OF CIVIL ENGINEERS SPECIFICATIONS FOR STRUCTURES OF ALUMINUM ALLOY 6061-16. ALUMINUM SURFACES SHALL BE PREVENTED FROM COMING IN DIRECT CONTACT WITH CONCRETE OR WITH METALS NOT COMPATIBLE WITH ALUMINUM, USING METHODS DESCRIBED IN THE SPECIFICATIONS

#### MASONRY

CONCRETE BLOCK MASONRY SHALL BE NORMAL HOLLOW UNITS CONFORMING TO ASTM C 90, TYPE I. SIZE OF UNITS, COLOR AND TEXTURE SHALL BE PER THE SPECIFICATIONS.

GROUT ALL CELLS OF CONCRETE BLOCK MASONRY UNLESS OTHERWISE NOTED ON DRAWINGS.

BAR LAPS SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED. MORTAR SHALL BE IN ACCORDANCE WITH TABLE 21-A OF UBC TYPE M AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 2500 PSI.

GROUT SHALL BE IN ACCORDANCE WITH PARAGRAPH 2103 (S) OF THE UBC AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI. UNLESS OTHERWISE SPECIFIED, SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL MASONRY WORK.

THE COMBINED MASONRY ASSEMBLAGE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE A MINIMUM OF I'm + 1500 PSI.

REINFORCEMENT SHALL BE TIED OR OTHERWISE SECURED IN POSITION PRIOR TO GROWTING

#### STRUCTURAL STANDARD DETAILS

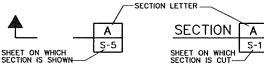
DETAILS ON SHEETS GS-1 THRU GS-4 ARE PART OF MONTGOMERY WATSON'S STRUCTURAL STANDARD DETAILS.

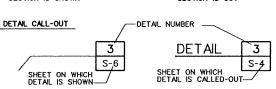
THESE DETAILS ARE TO BE USED WHEN REFERRED TO OR WHEN NO OTHER MORE RESTRICTIVE OR DIFFERENT DETAILS ARE SHOWN ON THE DRAWINGS. DETAILS NOT PERTAINING TO THE PROJECT ARE MARKED THUS



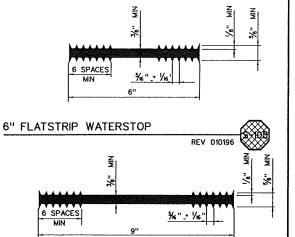


#### SECTION CALL-OUT

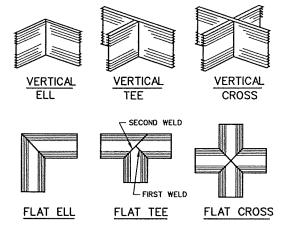






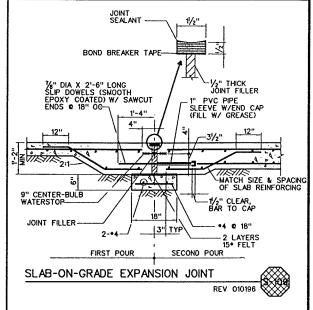


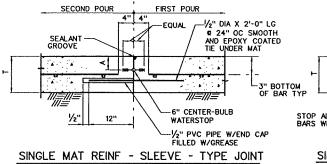






EQUAL





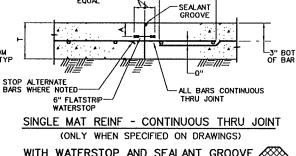
(TYP CONSTRUCTION JOINT UNLESS OTHERWISE NOTED)

WITH WATERSTOP AND SEALANT GROOVE

## NO WATERSTOP OR SEALANT GROOVE

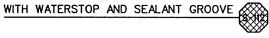


 IN ALL CONSTRUCTION JOINTS WITH WATERSTOPS, APPLY 2 COATS OF BOND BREAKER TO FACE OF JOINT, AVOID COATING WATERSTOP (AND SEALANT GROOVE WHERE USED)



LAP

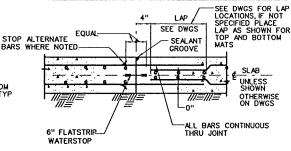
SEE DWGS



# NO WATERSTOP OR SEALANT GROOVE

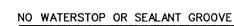
WATERSTOPS AND SEALANT GROOVES TO BE PROVIDED IN ALL WATER RETAINING SLABS, SEE DRAWINGS, FOR OTHER LOCATIONS WHERE THEY MAY BE REQUIRED

3. STAGGER SPLICES UNLESS NOTED OTHERWISE

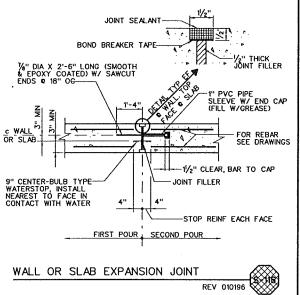


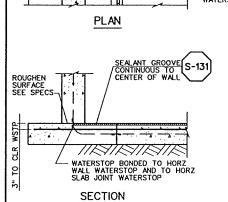
DOUBLE MAT REINF

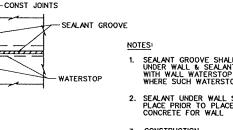
WITH WATERSTOP AND SEALANT GROOVE

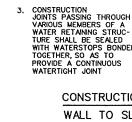


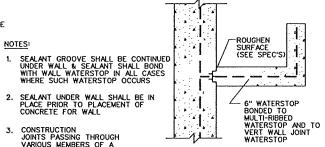
SLAB-ON-GRADE CONSTRUCTION JOINTS REV 011696



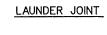








TURE SHALL BE SEALED WITH WATERSTOPS BONDED TOGETHER, SO AS TO PROVIDE A CONTINUOUS WATERTIGHT JOINT



CONSTRUCTION JOINT DETAILS WALL TO SLAB

REV 011896

S-118

EXPIRES 12-31-00 WARNING PROJECT MANAGER'S NAME) ROJECTMANAGER'S NAME LICENSE NO. ESIGNED TPD 1/2 THIS BAR DOES NONE TPD

HEN DRAWING I



**MONTGOMERY WATSON** Portland, Oregon

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

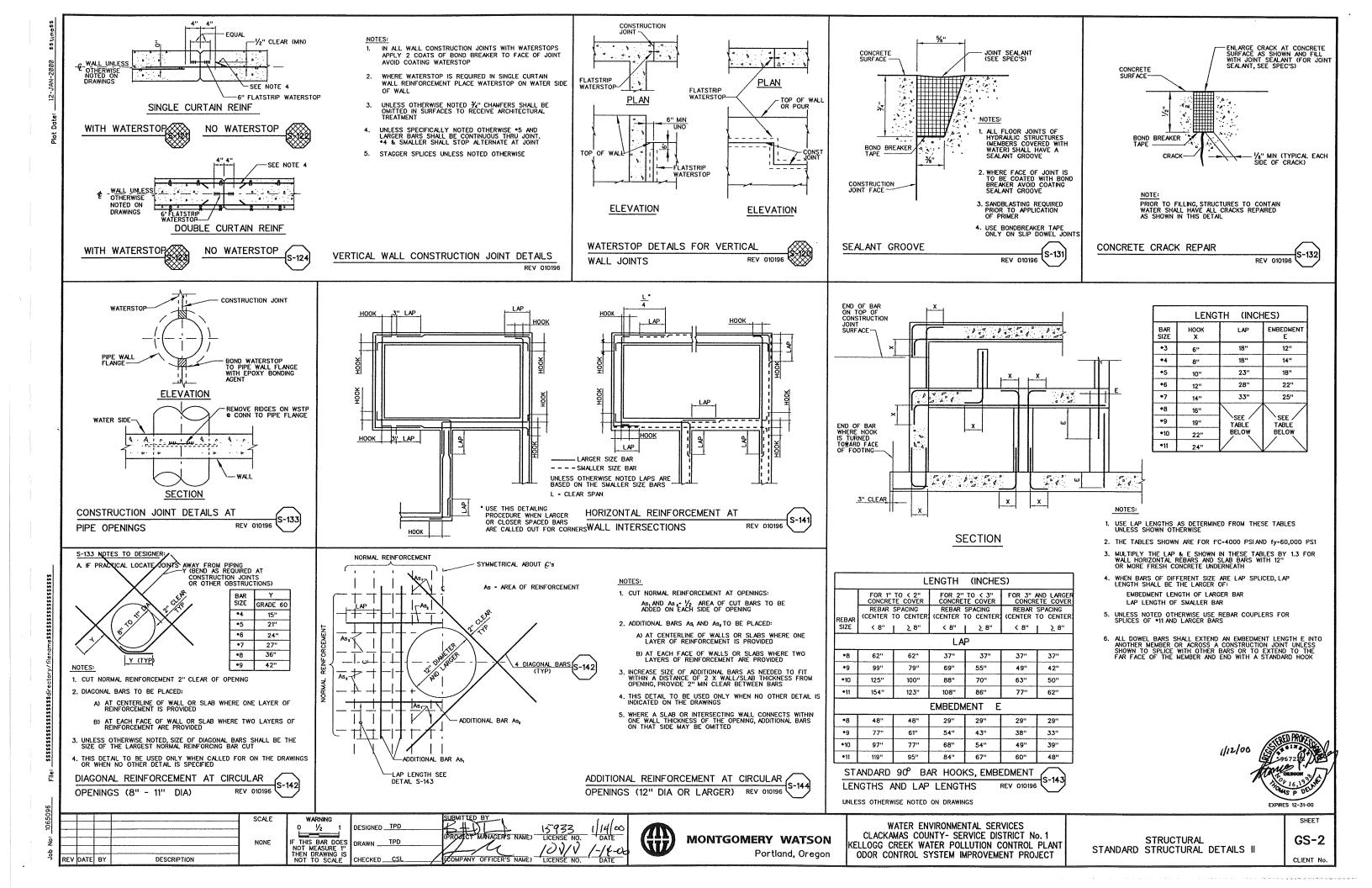
STRUCTURAL STANDARD STRUCTURAL DETAILS I

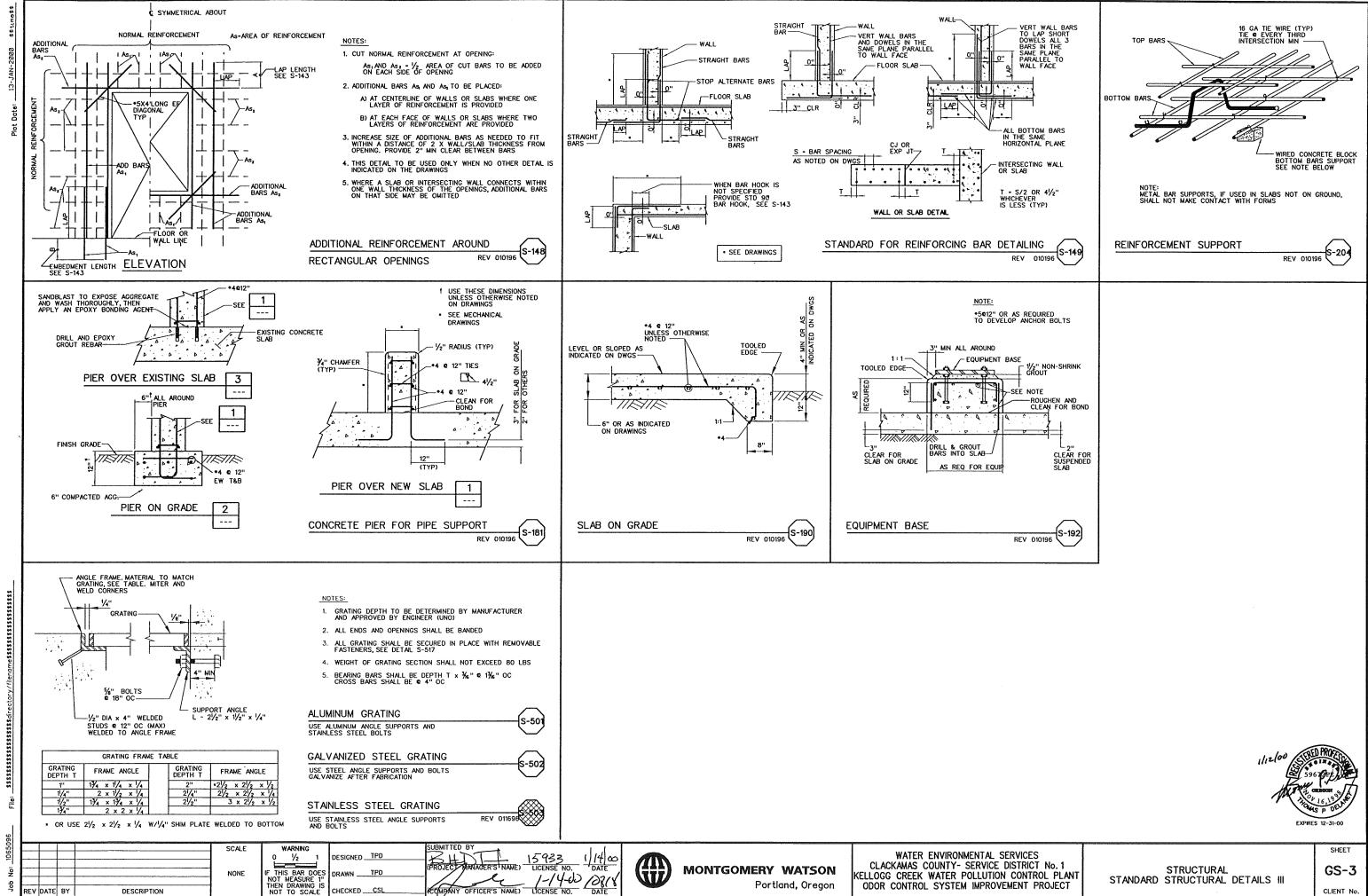
SHEET GS-1

REV DATE BY

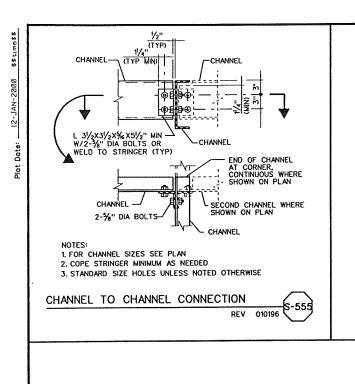
CLIENT No.

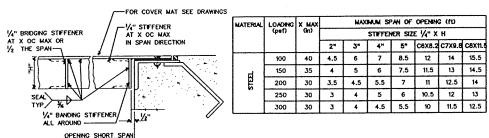
S-115





CLIENT No.

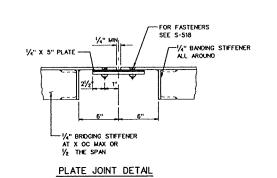


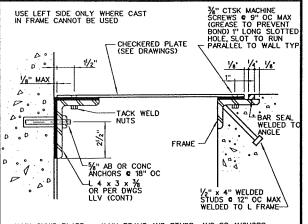


NOTES: 1. SEE S-518 FOR FRAME DETAILS

TYPICAL STIFFENED PLATE-COVER
REV 05/893
S-520

	MATERIAL	LOADING X MAX	MAXIMUM SPAN OF OPENING (FD)					
	(per) (in)	(P)	STIFFENER SIZE 1/4" X H					
				2"	3*	C4X2.33	C5X3.08	C6X4.0
		100	25	4.5	5.5	6	7	8
	3	150	25	3.5	4.5	5.5	6.5	7.5
	ALCAMBLA	200	20	3.5	4.5	5.5	6.5	7
		250	20	3	4	5	6	7
		300	20	3	3.5	5.0	5.5	6.5





ALUM CHK'D PLATE - ALUM FRAME AND STUDS, AND SS ANCHORS

TYPICAL PLATE COVERED OPENING

USE LEFT SIDE ONLY WHERE CAST IN FRAME CANNOT BE USED

REV 010196

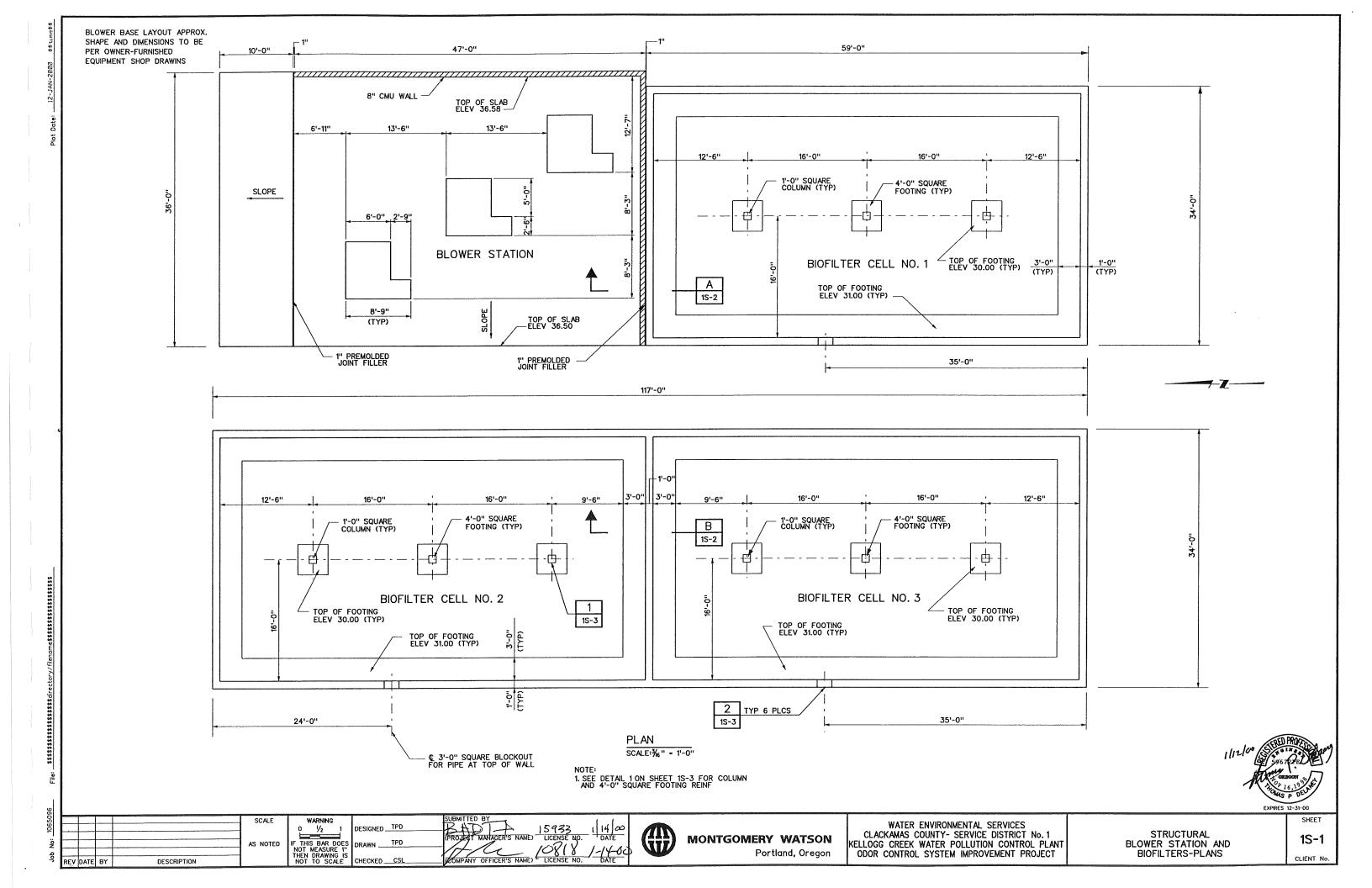
CITY OF THE STATE I 14 DO 1/2 DRAWN \_\_\_\_TPD NONE CHECKED \_\_\_CSL DESCRIPTION REV DATE BY

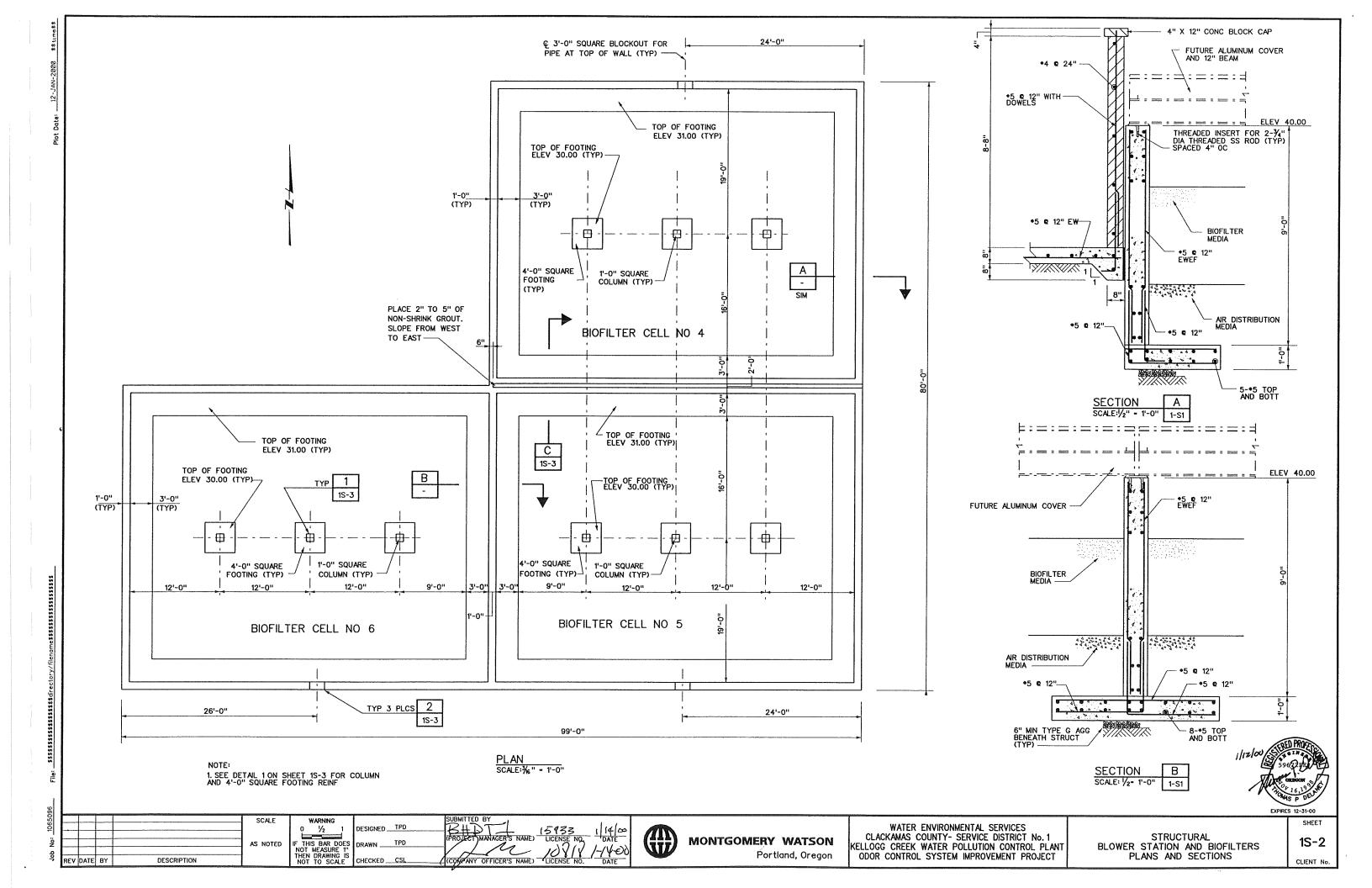
WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

STRUCTURAL STANDARD STRUCTURAL DETAILS IV

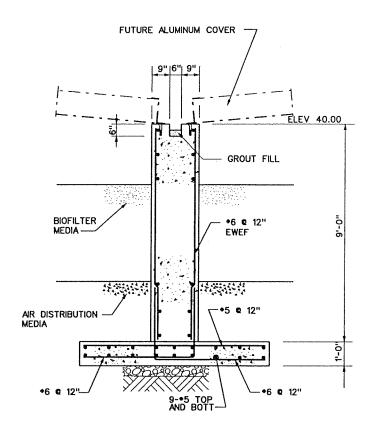
GS-4 CLIENT No.

EXPIRES 12-31-00 SHEET

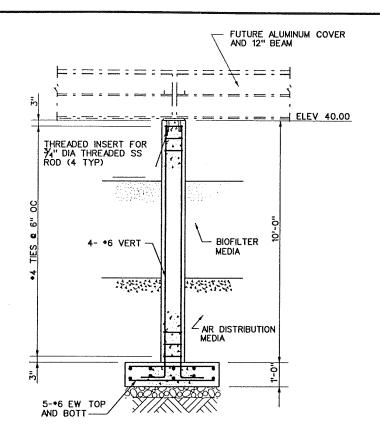




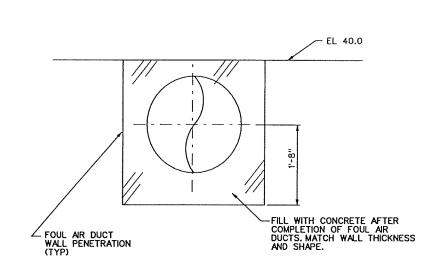




**SECTION** SCALE:1/2" - 1'-0" 1S-2



SCALE:/2" - 1'-0"



DETAIL SCALE: 1" - 1'-0'

1 14 DO PHOTOLOGY MANAGER'S NAME) LICENSE NO. DATE

JOHN PANY OFFICER'S NAME) LICENSE NO. DATE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE DRAWN \_ DESCRIPTION CHECKED \_\_CSL REV DATE BY

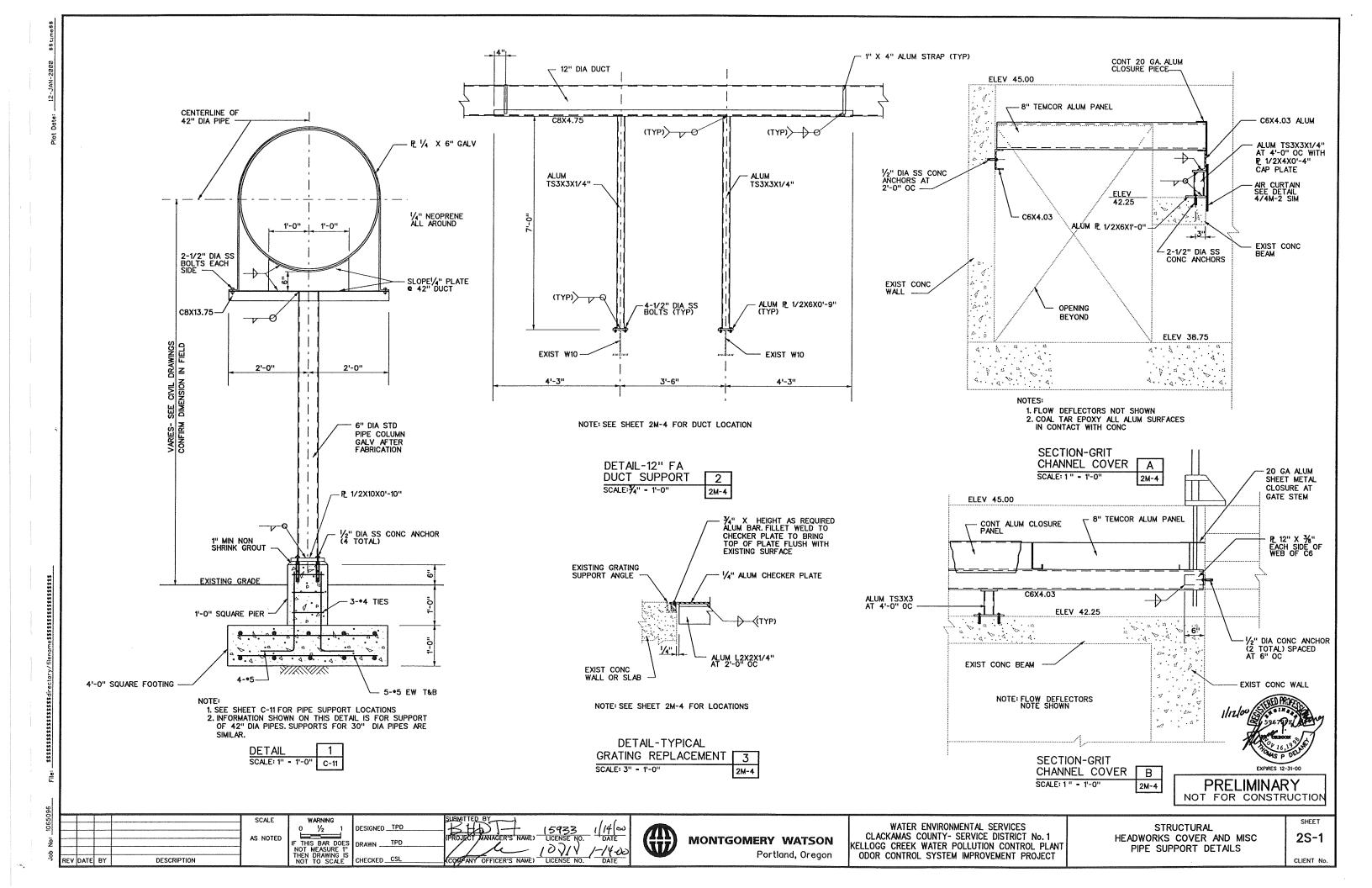


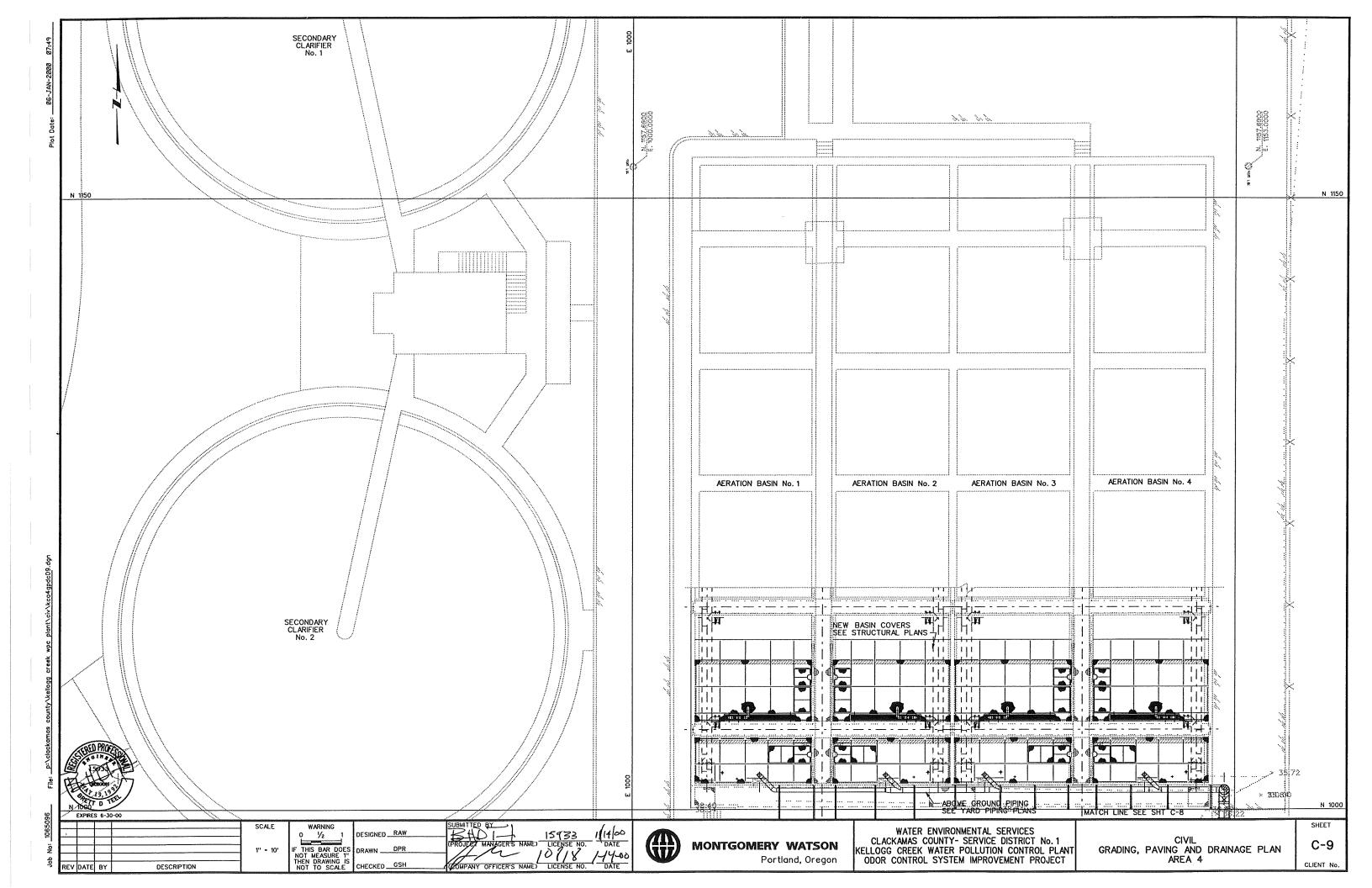
**MONTGOMERY WATSON** Portland, Oregon

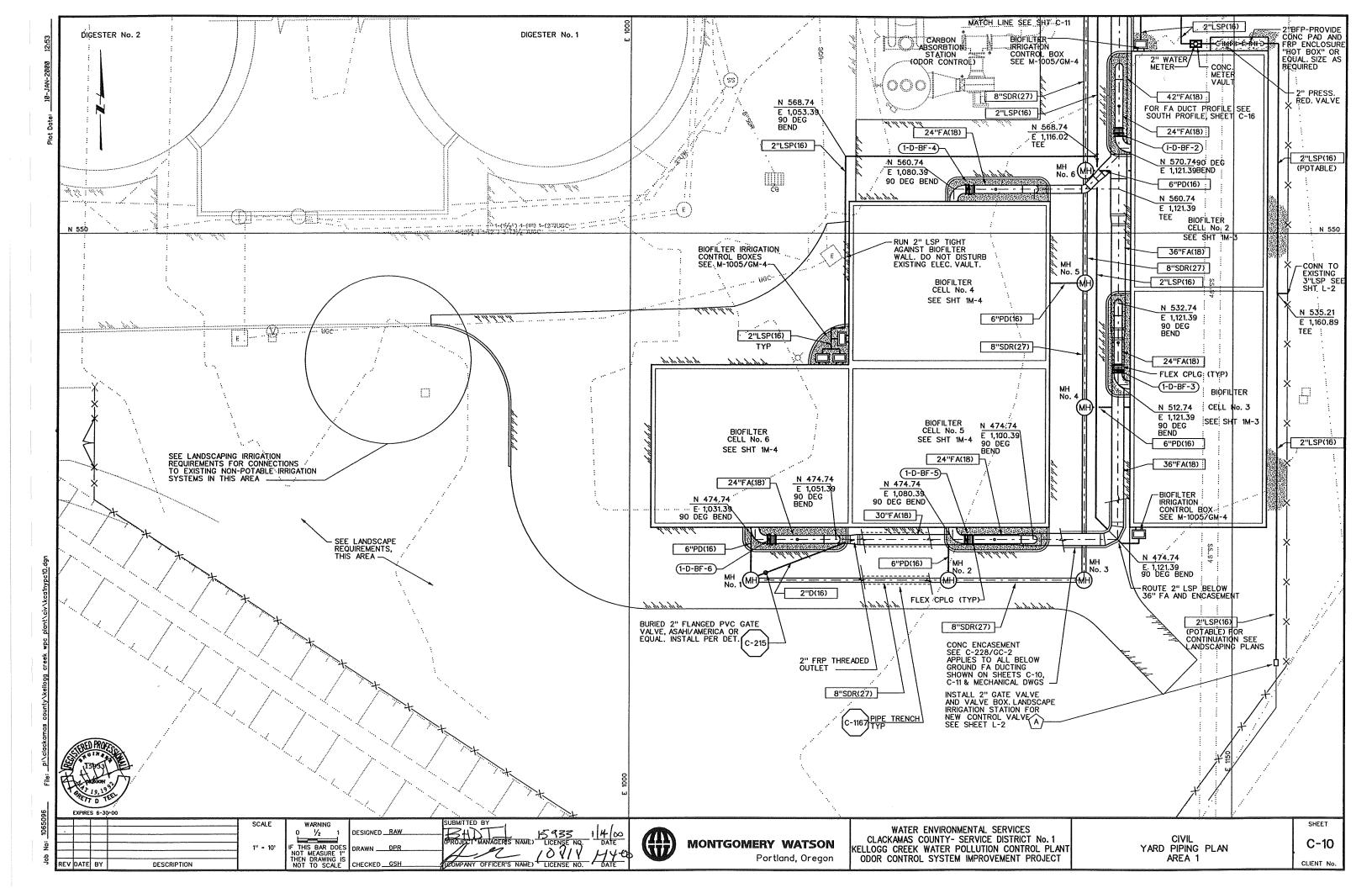
WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY- SERVICE DISTRICT №.1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

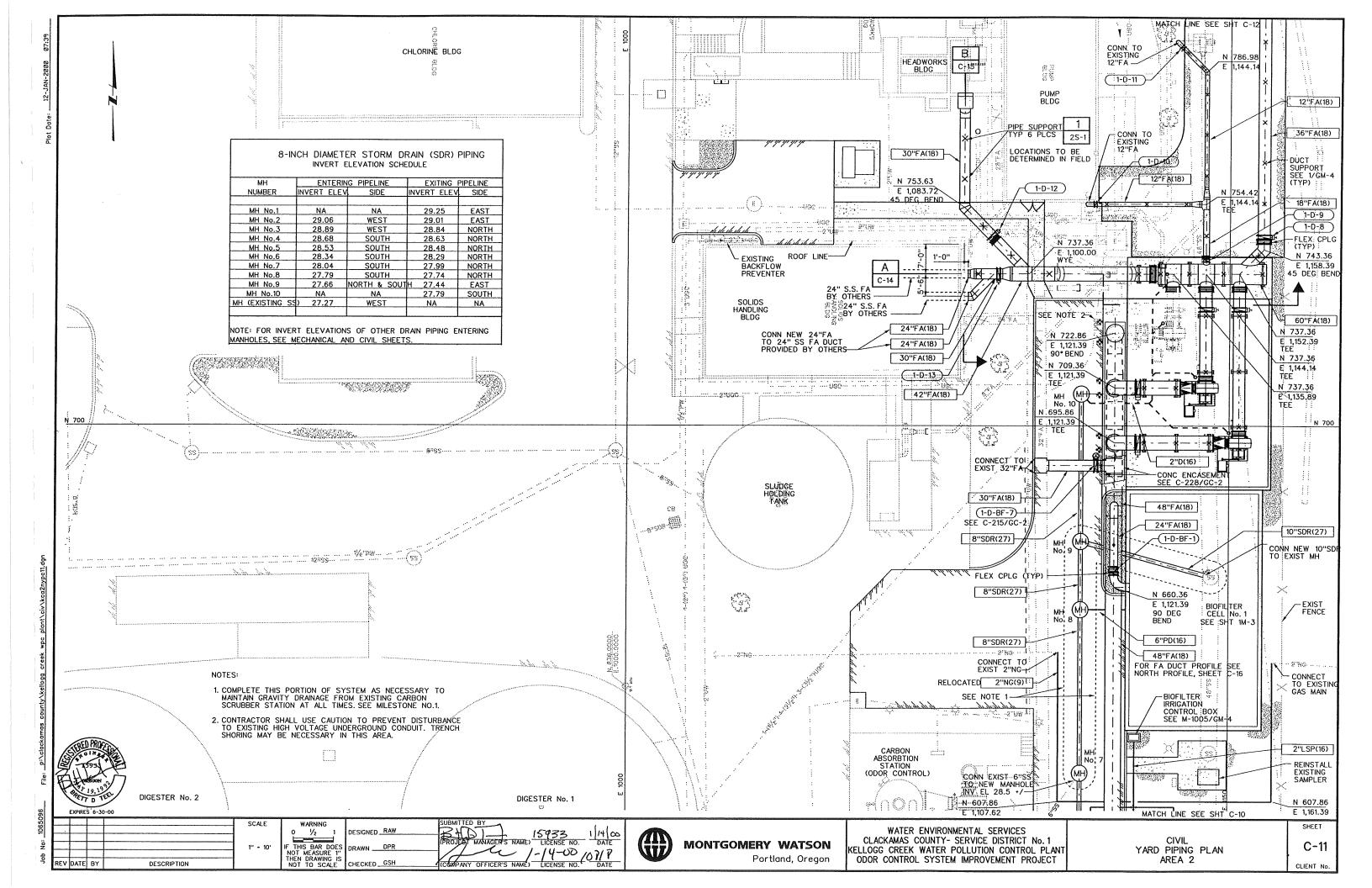
STRUCTURAL BIOFILTERS-SECTIONS

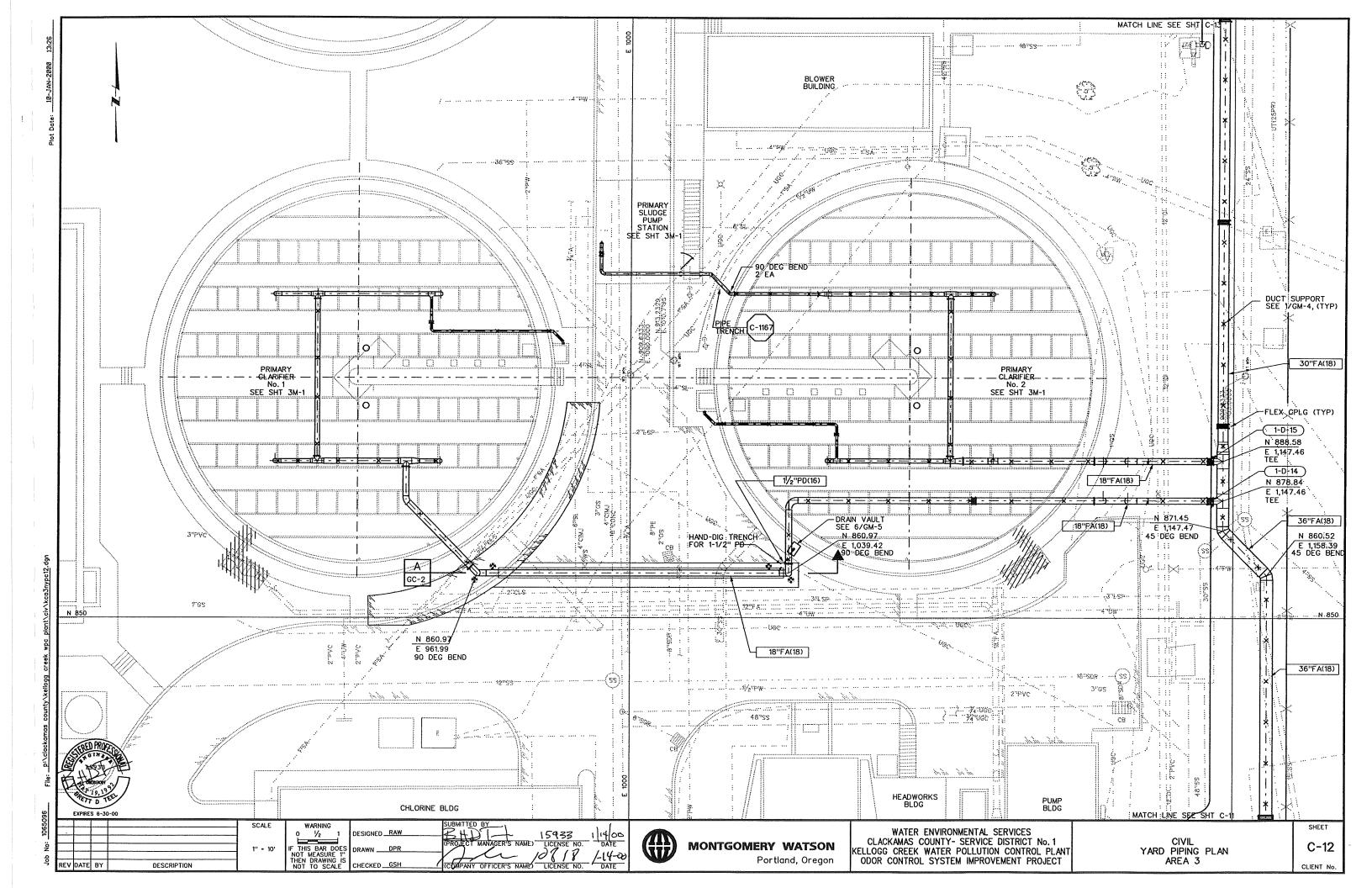
SHEET 1S-3

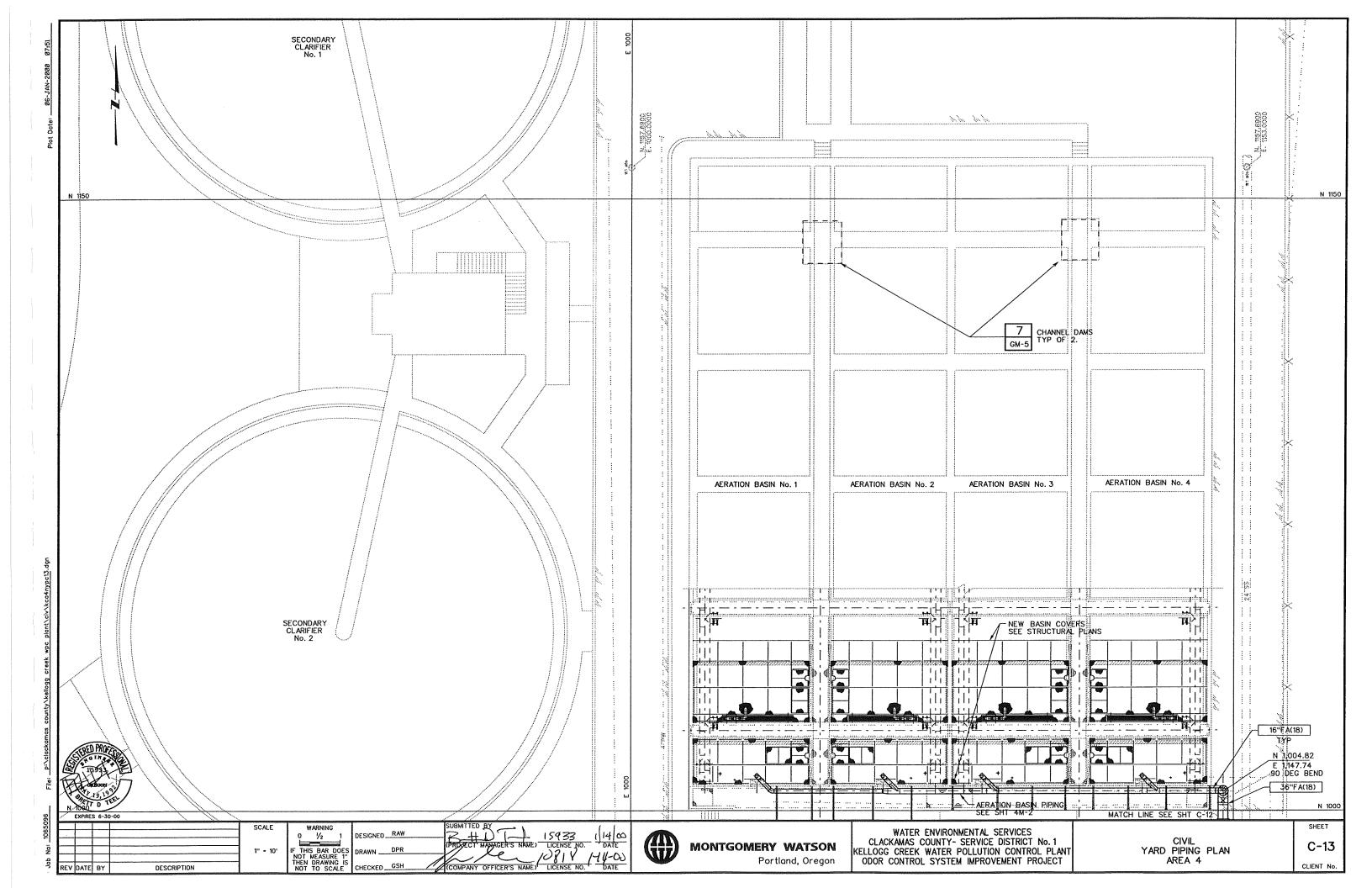










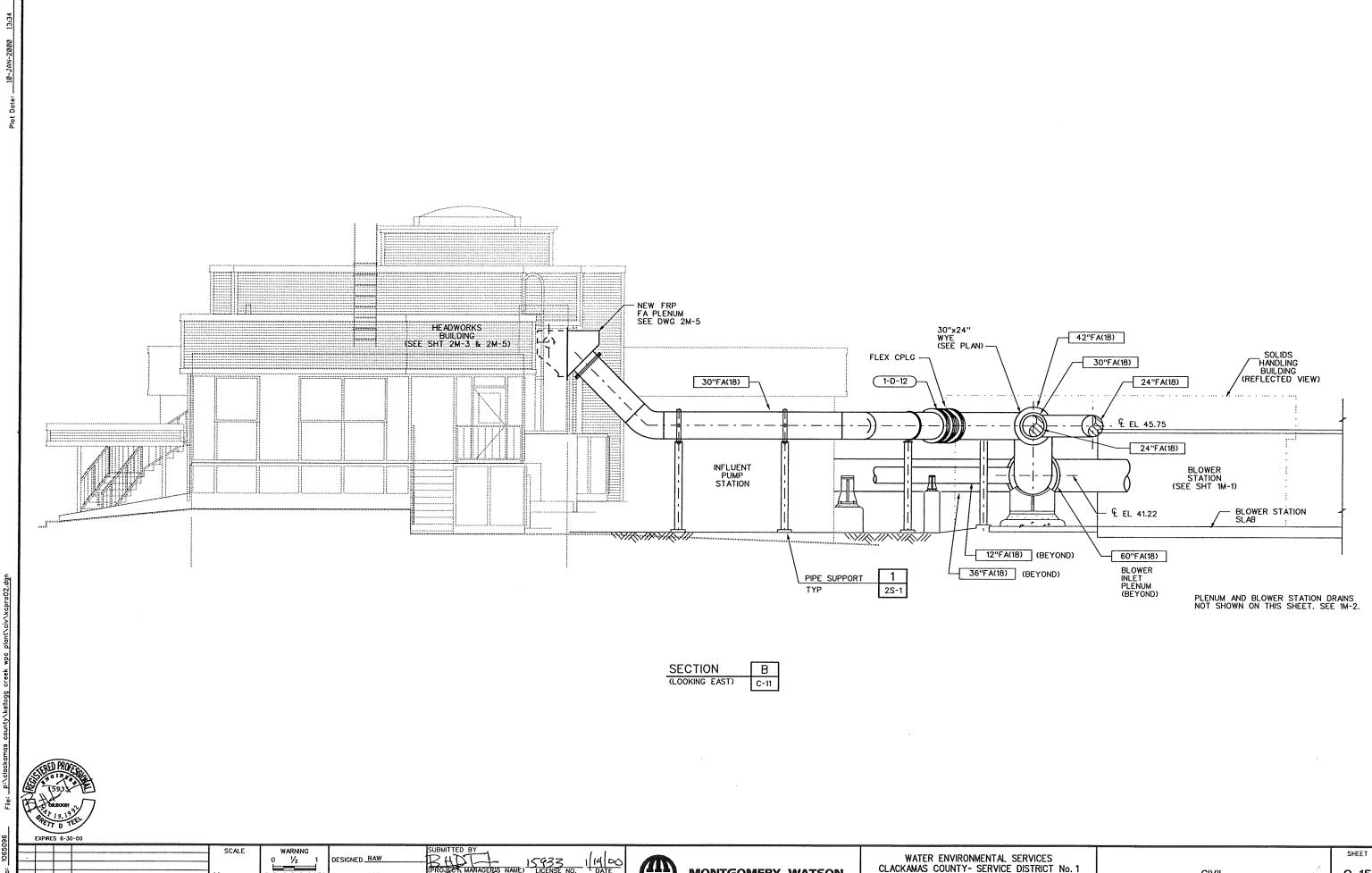


CLIENT No.

CHECKED GSH

REV DATE BY

DESCRIPTION



REV DATE BY DESCRIPTION

IF THIS BAR DOES NOT MEASURE 1"
THEN DRAWING IS NOT TO SCALE CHECKED GSH

SUBMITTED BY

PROJECT MANAGERS NAME) 15933 14400

PROJECT MANAGERS NAME) LICENSE NO. DATE

GOULPANY OFFICER'S NAME) LICENSE NO. DATE

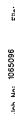


MONTGOMERY WATSON Portland, Oregon

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

CIVIL YARD PIPING SECTIONS

C-15



EXPIRES 6-30-00 PROJECT MANAGER'S NAME) LICENSE NO. DATE

COMPANY OFFICER'S NAME) LICENSE NO. DATE 1/2 DESIGNED \_\_BDT IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE NTS





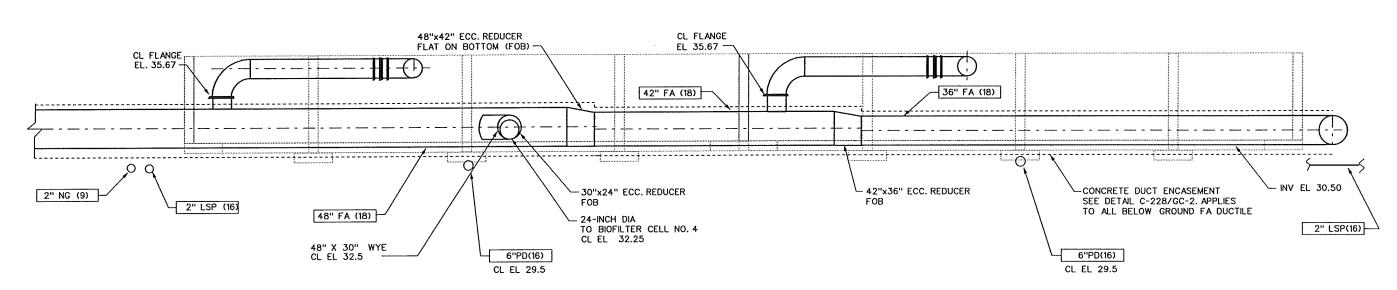
CIVIL YARD PIPING PROFILES

SHEET C-16

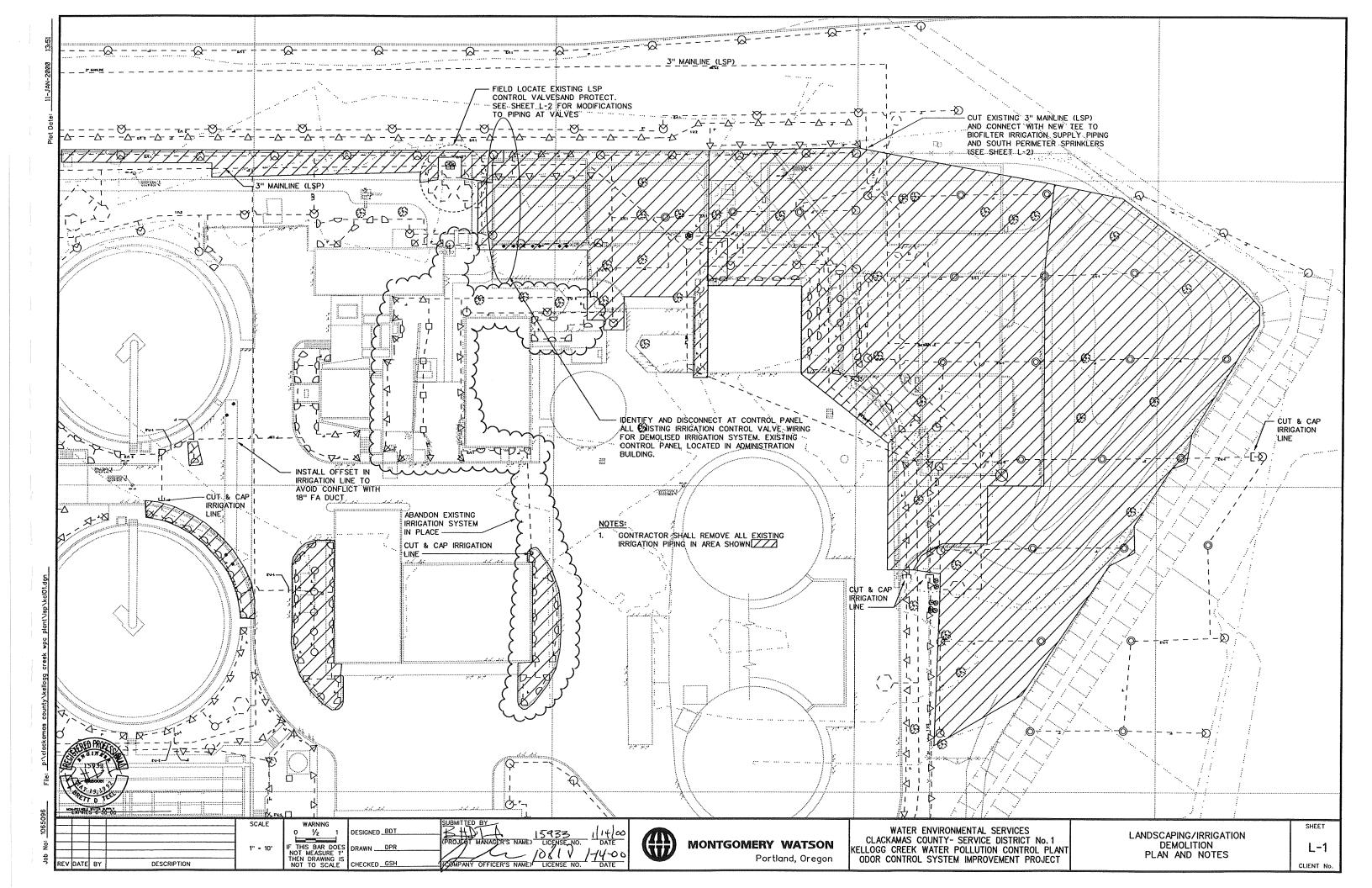
CL 42" DIA. DISCHARGE DUCT - 42.75-T.O. SPLIT FACED CMU BLOCK WALL EL. 45.5 SEE MECHNICAL PLANS FOR FLEX COUPLING AND DAMPER ARRANGEMENT - 42" FA (18) 42" FA (18) 60" DIA. BLOWER STATION INFLUENT PLENUM - CL EL 41.22 T.O. WALLS & COLUMNS EL. 40.00 CL FLANGE FLANGE EL. 37.5 EL 35.67 CL EL 38.67 TYP ALL BIOFILTERS (TYP. OF 3) T.O. BLOWER STA. SLAB AT WEST EDGE EL. 36.5 INV EL 30.50 INTERTIE TO CARBON SCRUBBER 42" X 48" REDUCER FOB BURIED DUCTING. (SEE CIVIL DRAWINGS) 48" FA (18) 2"D(16) 6"PD(16) EL. VARIES CL EL 29.5

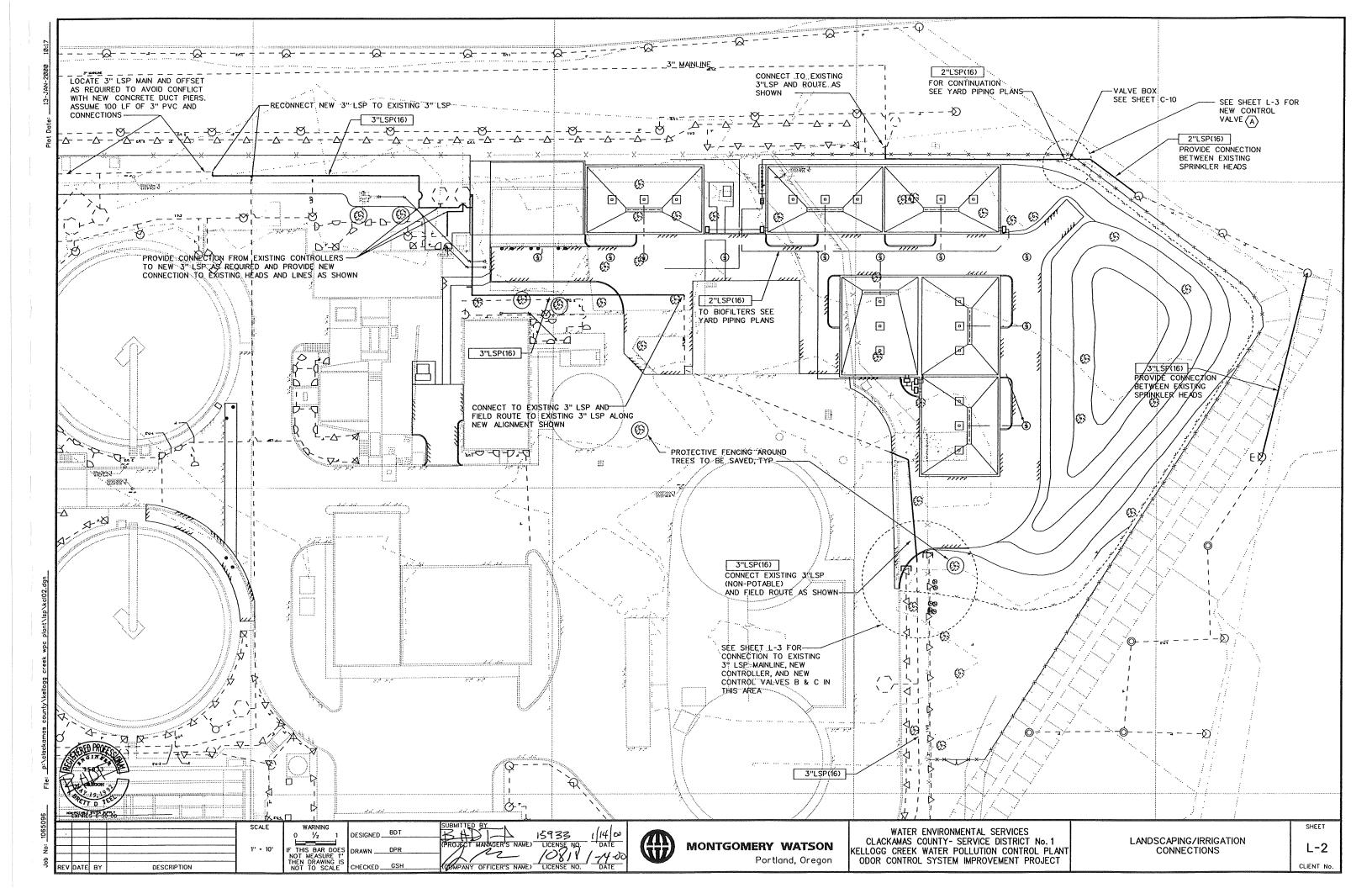
SEE SHEET 1M-2

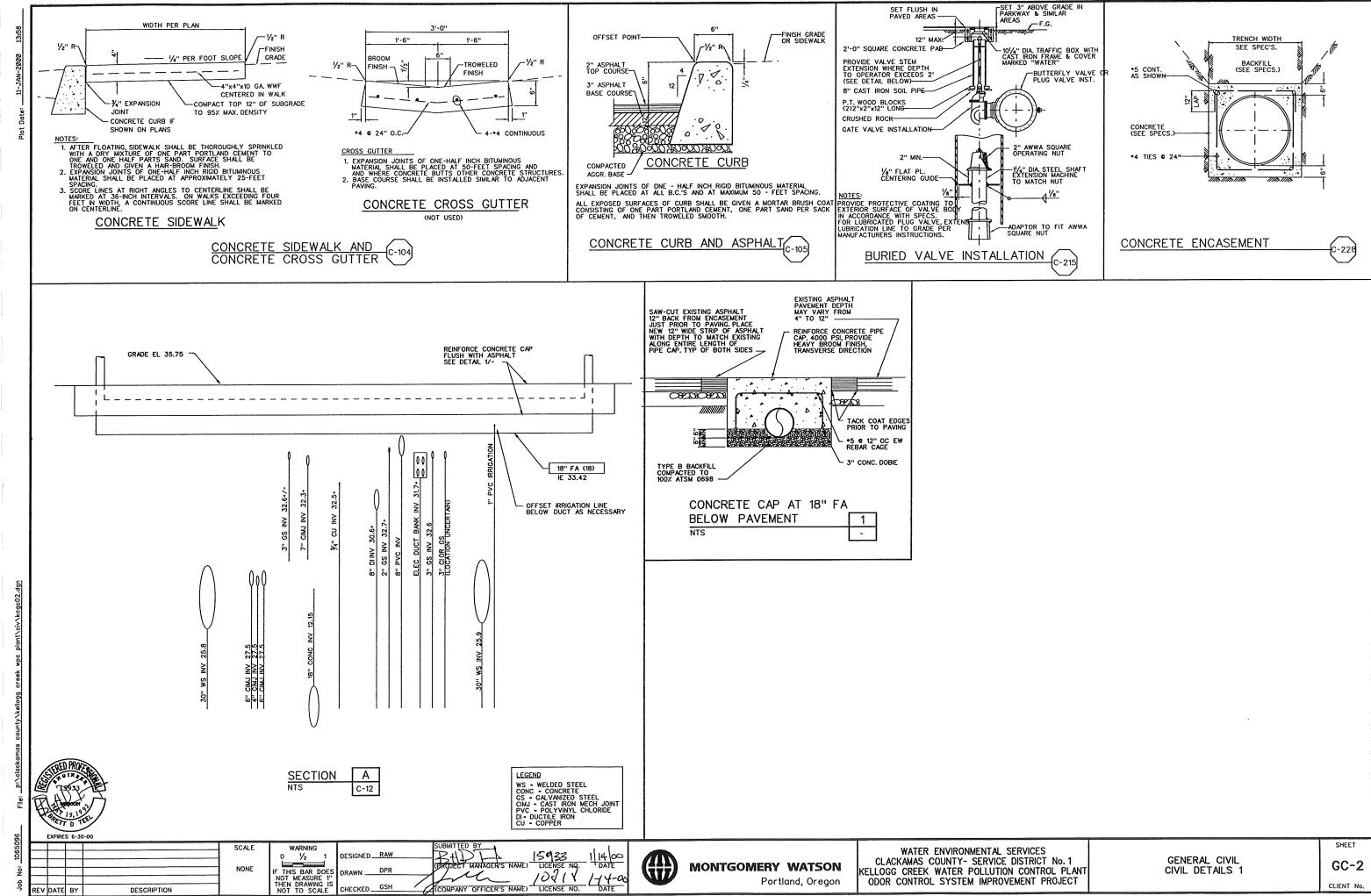
# BIOFILTER FA DISTRIBUTION HEADER PROFILE (NORTH)



BIOFILTER FA DISTRIBUTION HEADER PROFILE (SOUTH)







12" DIA MIN. FOR GATE POSTS 12" DIA MIN. FOR CORNER POSTS 9" DIA FOR LINE POSTS

EXTENSION ARM MAY BE TURNED IN AT OPTION OF OWNER.

#### SPECIFICATION

BARBED WIRE ...........2 STRANDS OF NO. 12 1/2 STEEL WIRE WITH 4 POINT BARBS.

FABRIC TIES.........NO. 9 GALV. STEEL WIRE SPACED 14" APART ON POSTS AND 24" APART ON RAILS.

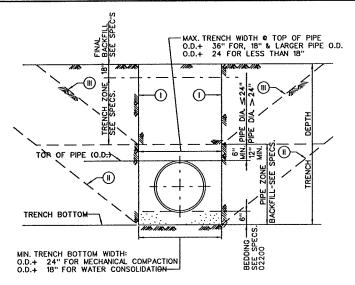
SWING GATE POSTS.....4" O.D. PIPE, 9.1\*/FT.

TOP RAIL & BRACES.... 15/8" O.D. PIPE, 2.27\*/FT. OR 11/2" x 15/6" H - COLUMN SECTION, 2.00\*/FT. BOTTOM WIRE . . . . . . COIL SPRING WIRE 7 GA.

ALL FENCING MATERIALS . TO BE HOT - DIPPED GALVANIZED AFTER FABRICATION.

CHAIN LINK FENCE DETAIL

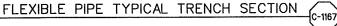
C-101

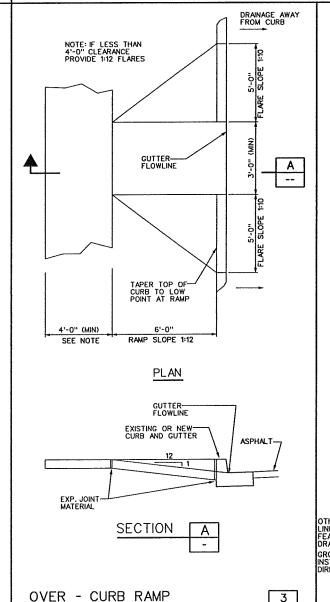


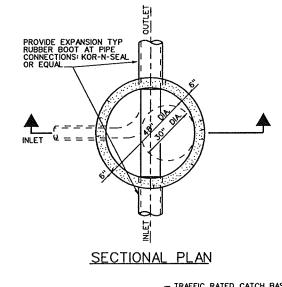
## FLEXIBLE PIPE TYPICAL TRENCH SECTIONS

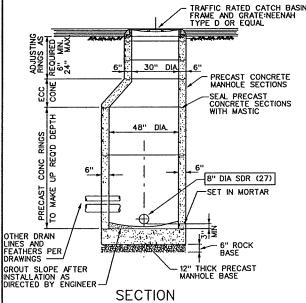
- A. FLEXIBLE PIPE REFERS TO ALL STEEL, DUCTILE-IRON AND PLASTIC PIPES.
- B. TYPICAL TRENCH SECTIONS (I, II AND III) ARE TO BE USED ONLY WHERE STABLE, COMPACT SOIL CONDITIONS EXIST. IF BOULDER OR LARGE OBSTRUCTIONS WOULD BE ENCOUNTERED, TRENCH SECTIONS MAY BE DEEPER OR WIDER THAN SHOWN. THE ENGINEER SHOULD BE ADVISED SHOULD THIS OCCUR.
- C. THE NEED FOR PROTECTIVE SYSTEMS, AND EXCAVATION SLOPES SHALL BE DETERMINED CONSIDERING APPLICABLE LOCAL, STATE AND FEDERAL (OSHA) SAFETY STANDARDS AND REGULATIONS AND GEOTECHNICAL CONSULTANTS' RECOMMENDATIONS.
- D. PROTECTIVE SYSTEMS SHALL BE DESIGNED AND BUILT IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE AND FEDERAL (OSHA) SAFETY STANDARDS AND REGULATIONS.
- E. SUPPORTING DOCUMENTATION SHALL BE SUBMITTED TO THE ENGINEER REGARDING PIPE DESIGN AND COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL (OSHA) SAFETY STANDARDS.
- F. UNSUPPORTED VERTICAL AND/OR SLOPING TRENCH WALL SLOPES SHALL NOT BE STEEPER THAN ALLOWED BY APPLICABLE LOCAL, STATE AND FEDERAL (OSHA) SAFETY STANDARDS AND REGULATIONS, UNLESS SUPPORTING DOCUMENTATION IS SUBMITTED, ACCORDING TO AFOREMENTIONED SAFETY STANDARDS.
- G. TRENCH SECTIONS OTHER THAN THE TYPICAL SECTIONS SHOWN MAY BE UTILIZED PROVIDED THEY COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL (OSHA) SAFETY STANDARDS AND REGULATIONS.

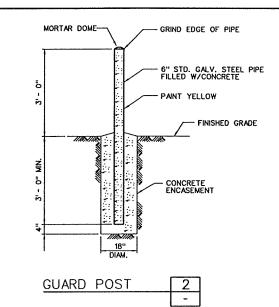
  DOCUMENTATION SUPPORTING THIS COMPLIANCE AND PIPE DESIGN CALCULATIONS SHALL BE SUBMITTED
- H. IF OVER-EXCAVATION DUE TO POOR FOUNDATION MATERIAL IS ORDERED BY THE ENGINEER, THE BACKFILL MATERIAL SHALL BE ACCORDING TO THE EARTHWORK SECTION OF THE SPECIFICATIONS ARTICLE ENTITLED, "USE OF FILL, BACKFILL AND EMBANKMENT MATERIAL TYPES."
- IF DURING CONSTRUCTION, THE WATER TABLE WILL BE DISCOVERED TO BE ABOVE THE TRENCH BOTTOM, THE ENCINEER SHALL BE NOTIFIED, AND APPROPRIATE DEWATERING SHALL BE IMPLEMENTED TO LOWER THE WATER LEVEL BELOW THE TRENCH BOTTOM. THE BACKFILL MATERIAL SHALL BE ACCORDING TO THE EARTHWORK SECTIONS OF THE SPECIFICATIONS, OR AS ORDERED BY THE ENGINEER.

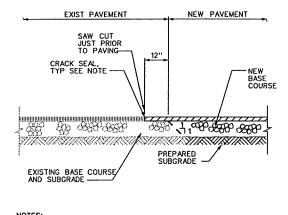












PAINT EDGE OF EXISTING ASPHALT PRIOR TO PAVING WITH TACK COAT, CRACK SEAL JOINT AFTER PAVING OPERATION HAS BEEN COMPLETED

PAVEMENT CONNECTION

EXPIRES 6-30-00

11 H/O DATE



**MONTGOMERY WATSON** Portland, Oregon

3

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

MANHOLE WITH ECCENTRIC CONE 5

GENERAL CIVIL CIVIL DETAILS 2 GC-3

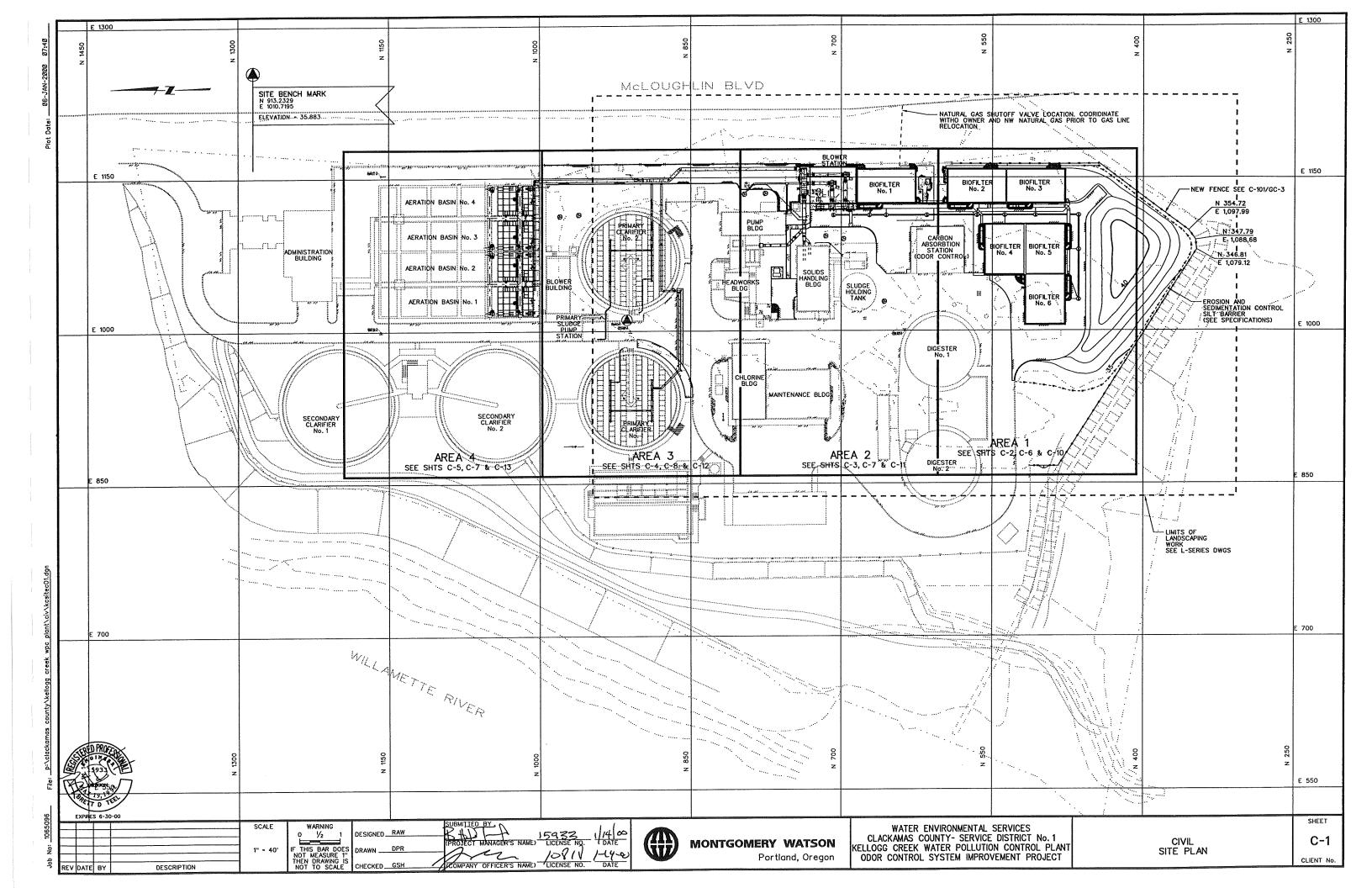
SHEET

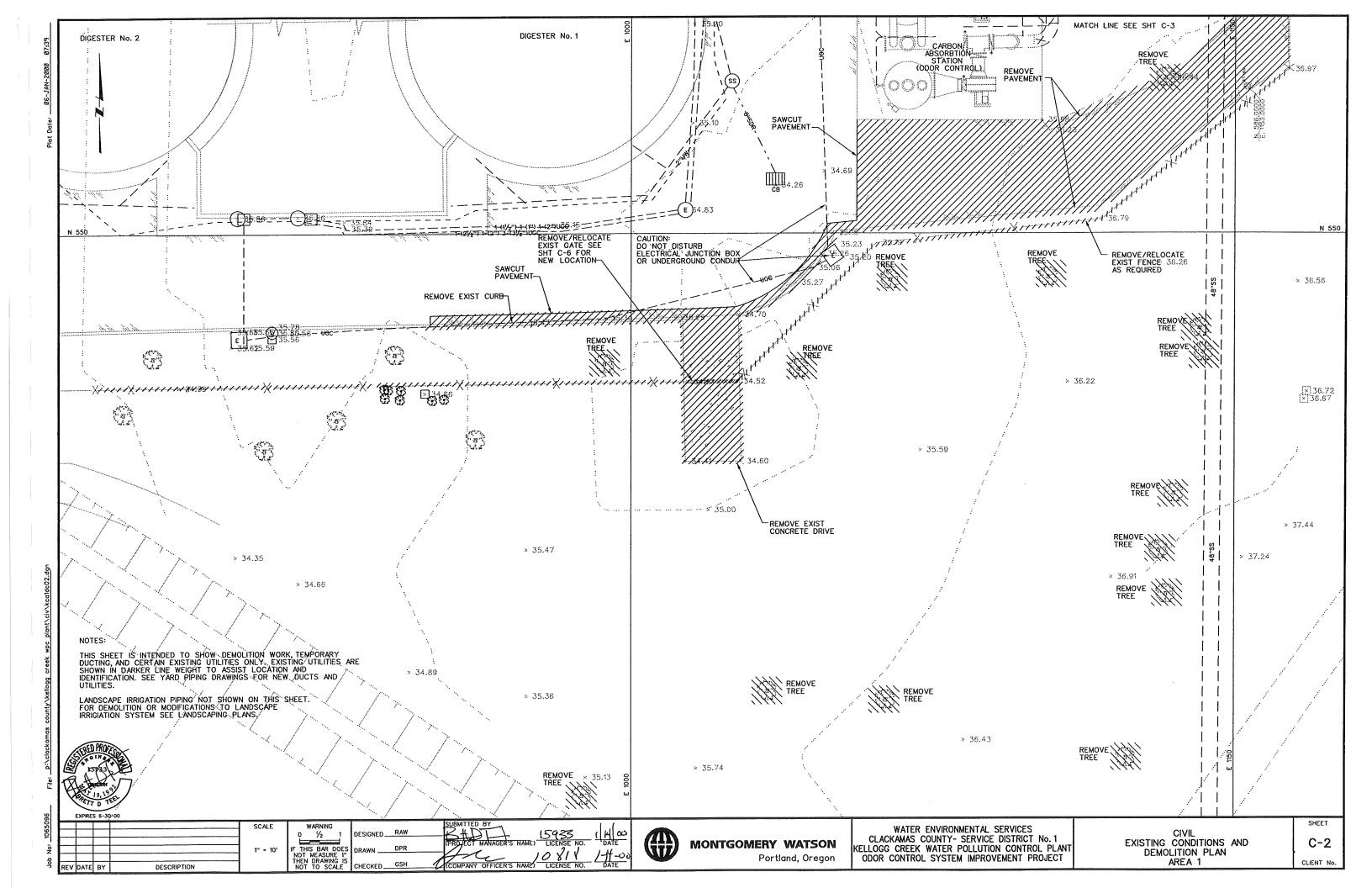
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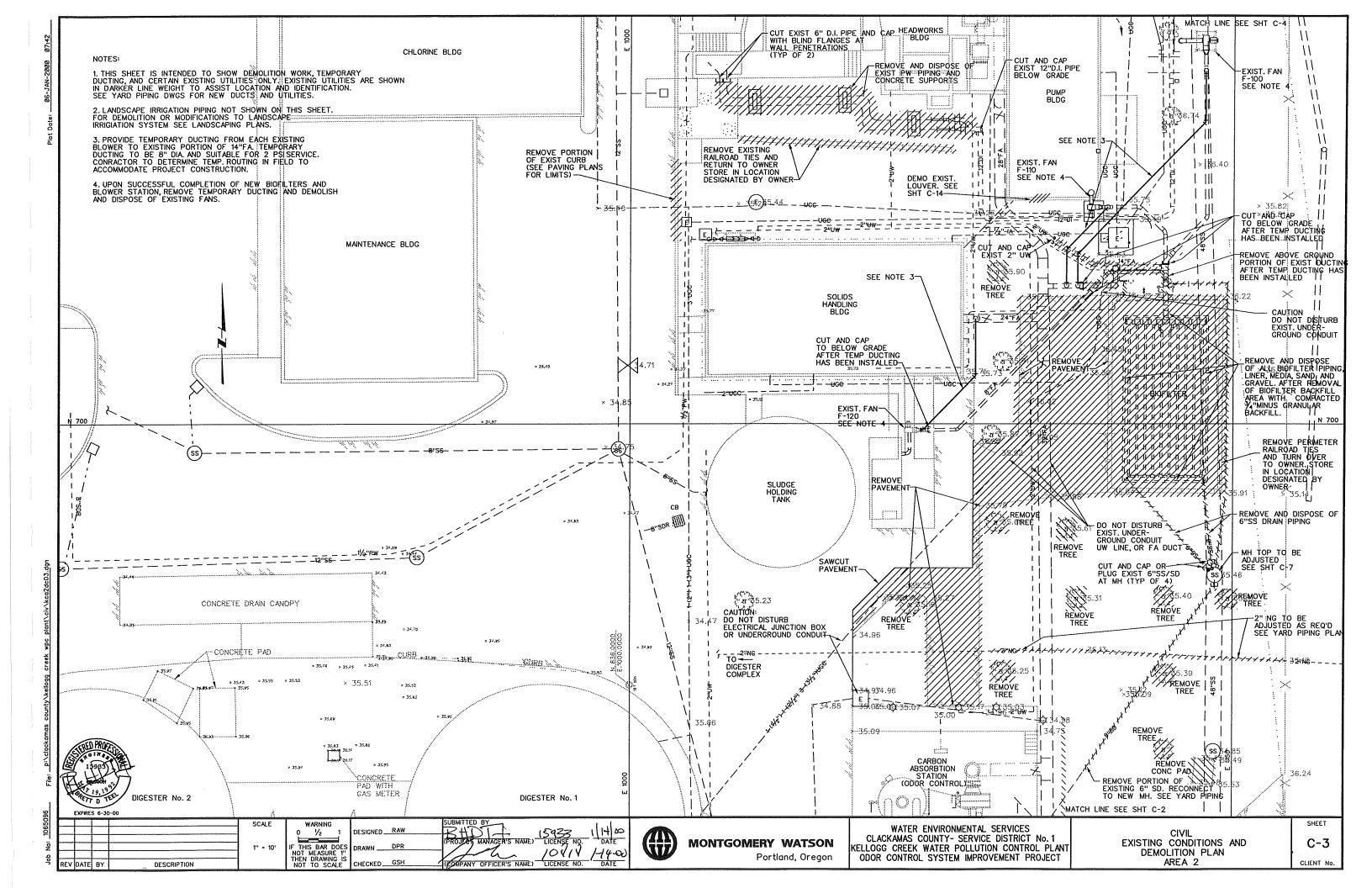
IF THIS BAR DOE: NOT MEASURE 1' THEN DRAWING I: NOT TO SCALE NONE

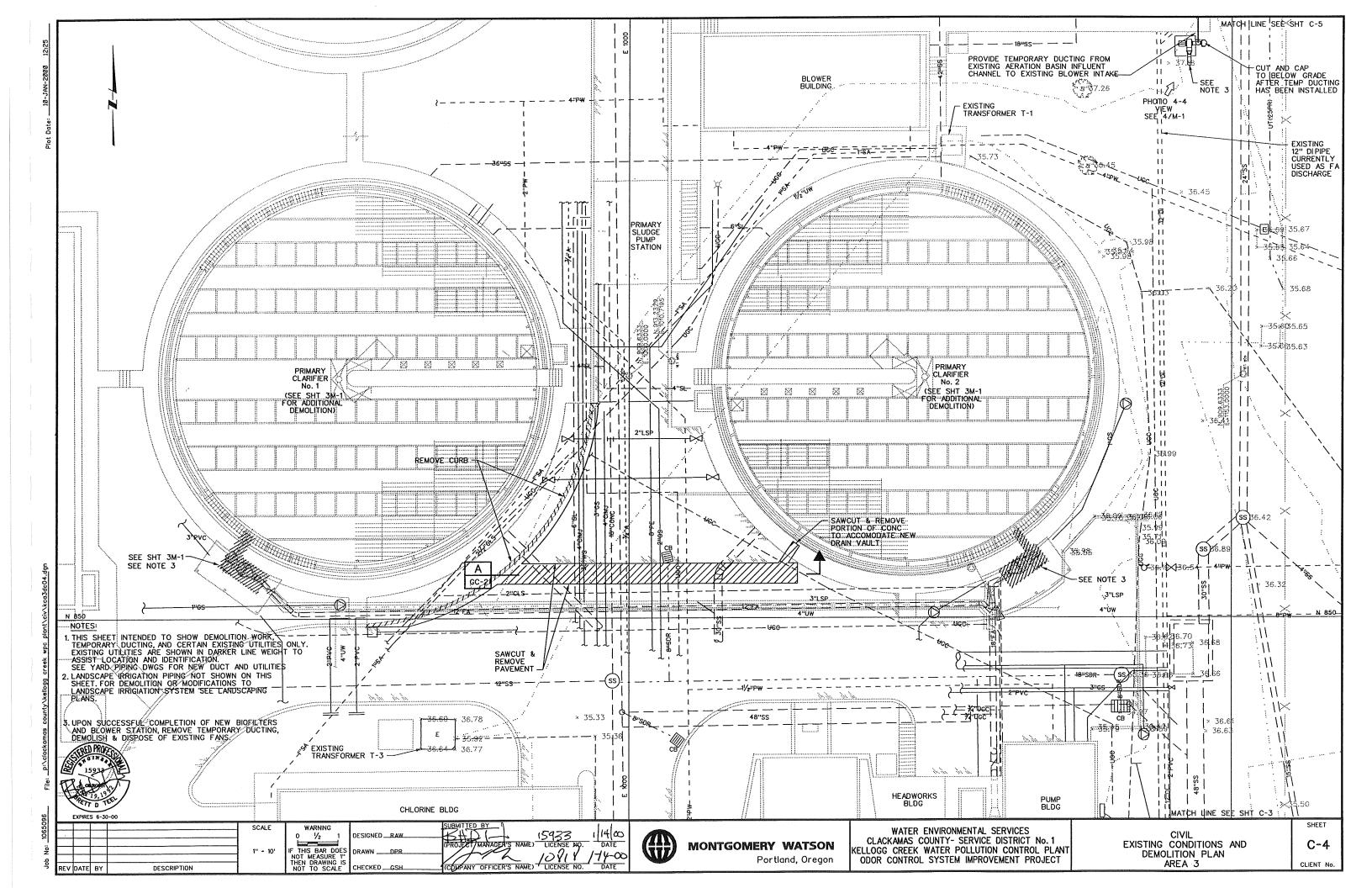
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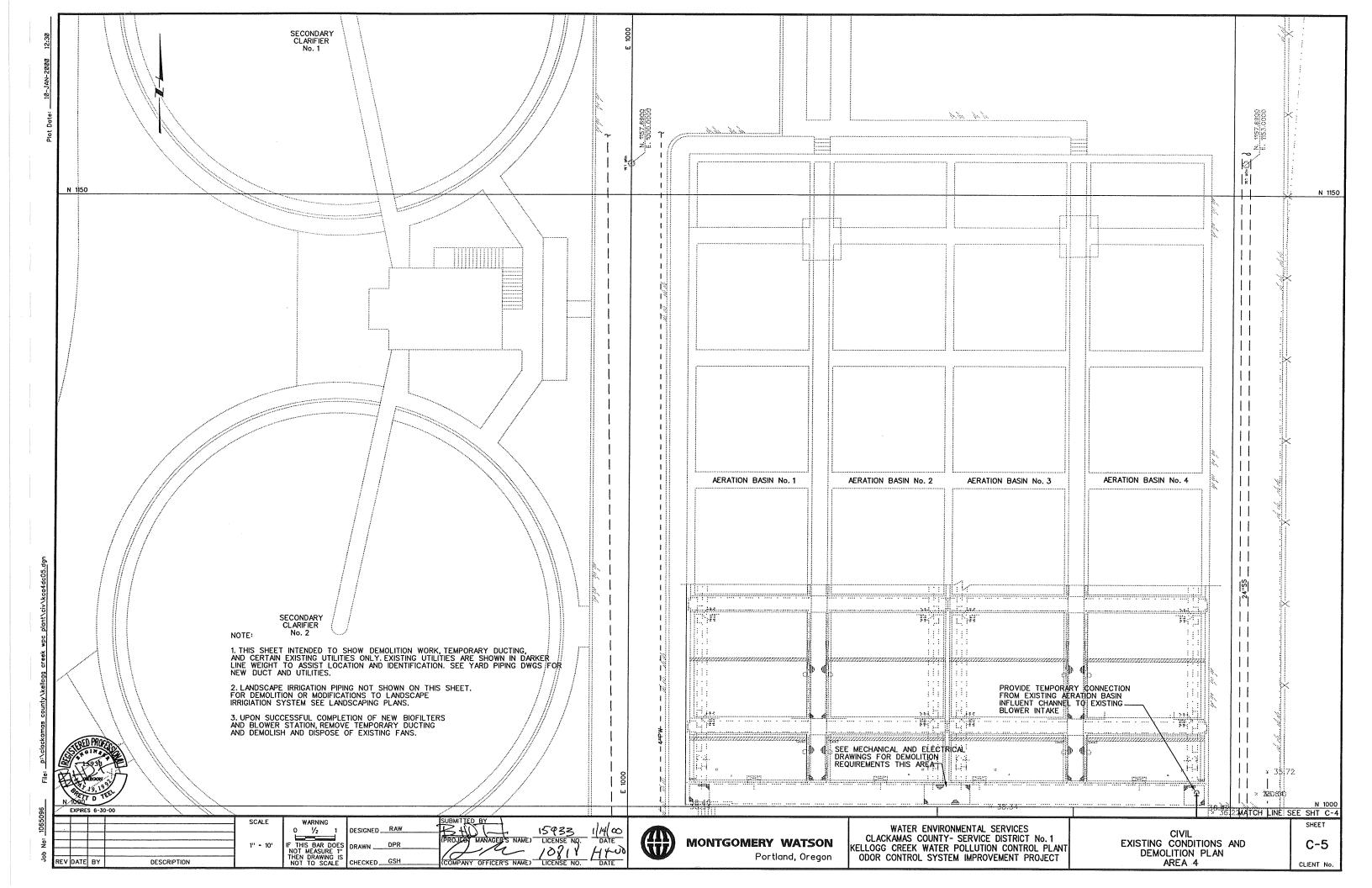
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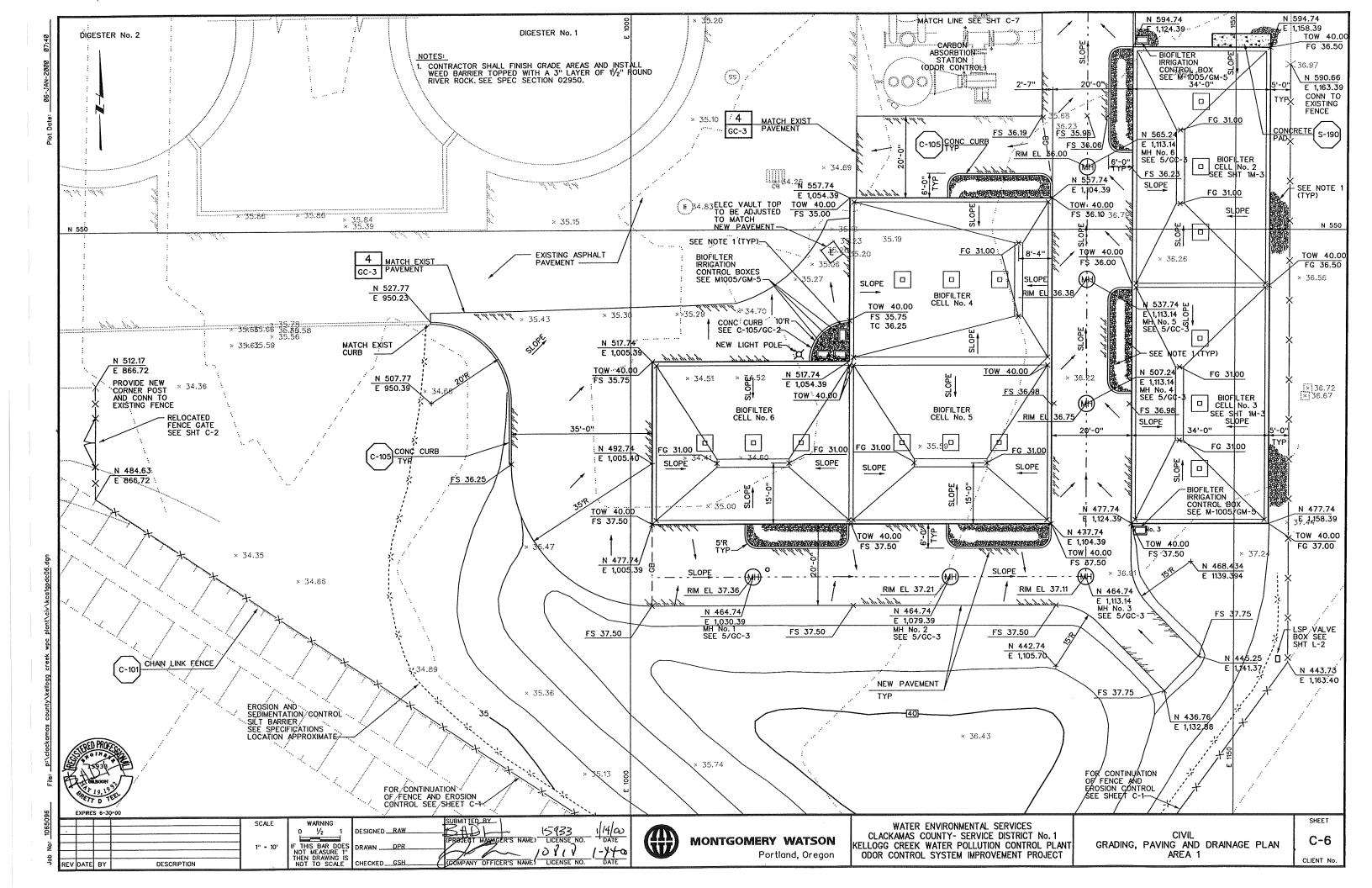


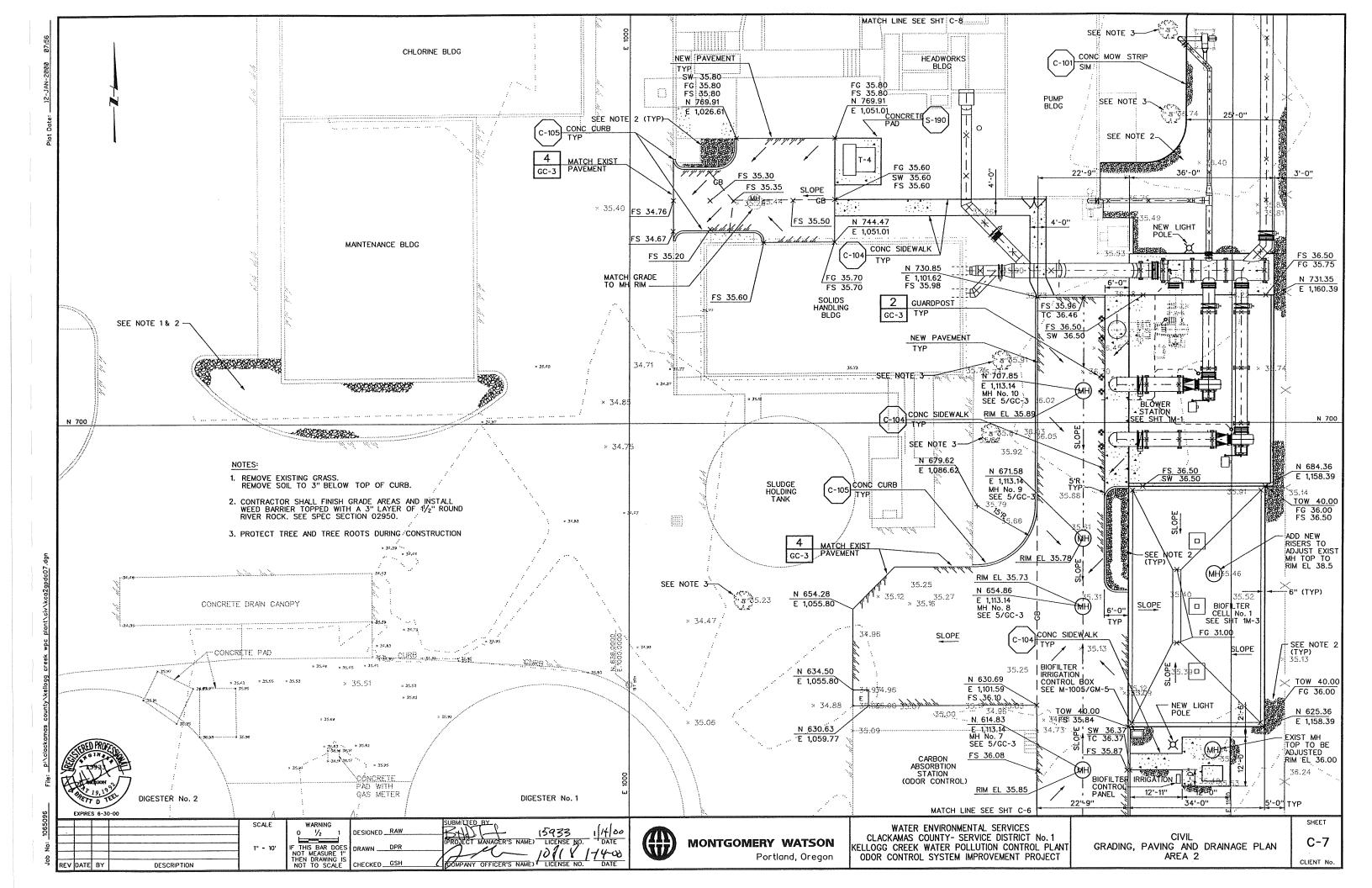


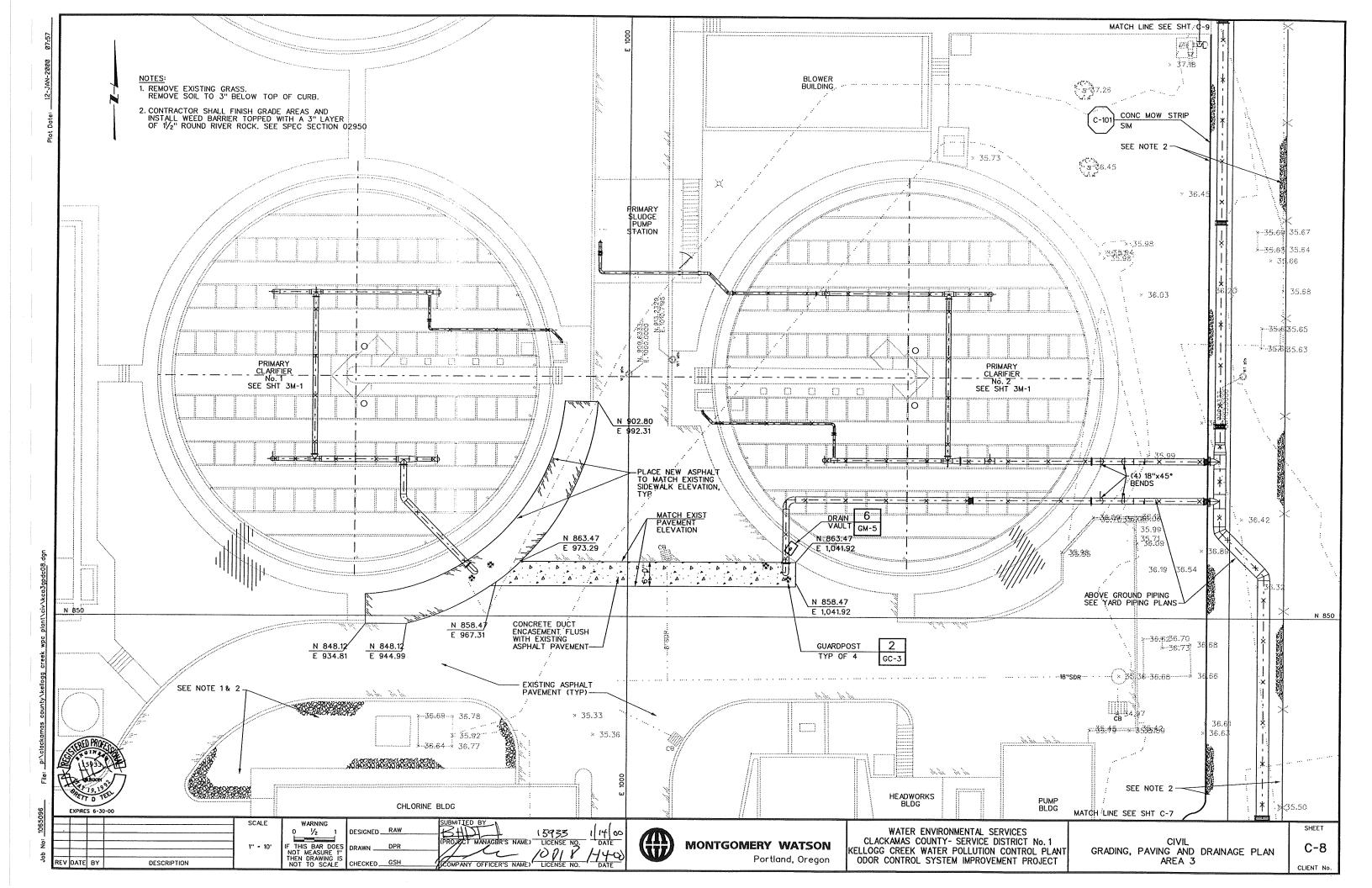












### GENERAL NOTES

- BASE MAPPING FOR THESE DRAWINGS WAS PREPARED, IN PART, BY TOM NELSON & ASSOC. LAND SURVEYING & MAPPING. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS, MATERIALS, AND ELEVATIONS TO ITS SATISFACTION.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
- 3. ANY ALTERATION OR VARIANCE FROM THESE PLANS, EXCEPT FOR MINOR FIELD ADJUSTMENTS TO MEET EXISTING CONDITIONS, SHALL FIRST BE APPROVED BY THE ENGINEER. ANY CHANGES TO THESE PLANS SHALL BE DOCUMENTED ON CONSTRUCTION FIELD PRINTS BY CONTRACTOR.
- 4. ANY INSPECTION BY THE OWNER, OR FIELD OBSERVATIONS BY THE ENGINEER, SHALL NOT, RELIEVE THE CONTRACTOR FROM OBLIGATION TO PERFORM ALL WORK IN COMPLIANCE WITH APPROVED PLANS AND APPLICABLE STANDARDS.
- 5. LOCATIONS OF EXISTING PIPELINES & UTILITIES WERE OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL FIELD VERIFY PIPE MATERIALS, LOCATIONS, & ELEVATIONS OF EXISTING PIPELINES & UTILITIES TO COORIDINATE CONSTRUCTION WORK. THE CONTRACTOR SHALL PROVIDE RECORD INFORMATION ON ALL FIELD VERIFICATION MEASUREMENTS (ELEVATIONS AND LOCATIONS).
- 6. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING FACILITIES WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE. ANY FACILITIES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE OWNERS SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- 7. TRENCH (SIDES AND ENDS) LIMITS MUST BE SAW CUT FOR THE FULL LENGTH OF THE TRENCHES LOCATED IN ASPHALT PAVEMENTS.
- 8. CONTRACTOR SHALL COMPLY WITH ALL OSHA RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
- 9. THE CONTRACTOR SHALL DISPOSE OF WASTE MATERIAL ACCORDING TO OREGON DEPT. OF ENVIRONMENTAL QUALITY (DEQ) REQUIREMENTS.
- 10. AN EROSION AND SEDIMENT CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, EQUIPMENT, AND PERSONNEL NECESSARY TO MAINTAIN EROSION PROTECTION MEASURES. ANY DAMAGE CAUSED BY EROSION SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE. CONTRACTOR MUST SUBMIT AN EROSION CONTROL PLAN AT THE PRECONSTRUCTION CONFERENCE. THIS MAY BE A WRITTEN NARRATIVE. THE PLAN SHALL ADDRESS SILT BARRIERS AT WORK LIMITS AND CATCH BASIN INLET PROTECTION.
- 11. BEFORE COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION SYSTEM (ONE CALL) FOR UTILITY LOCATIONS AT (503) 246-6699 TO VERIFY LOCATION OF EXISTING UTILITIES 48 HOURS PRIOR TO CONSTRUCTION.
- 12. PROTECT THE EXISTING UTILITIES FROM DAMAGE DURING ALL CONSTRUCTION ACTIVITIES. ALL EXISTING UTILITIES ARE TO REMAIN OPERATIONAL UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS.
- 13. THE CONTRACTOR SHALL RESTORE ALL STAGING/STORAGE AREA(S) TO ORIGINAL CONDITION AS A CONDITION OF FINAL COMPLETION
- 14. THE CONTRACTOR SHALL PHOTOGRAPH PRE-CONSTRUCTION CONDITIONS OF ALL WORK AREAS BEFORE STARTING CONSTRUCTION. PROVIDE NOT LESS THAN 36 EXPOSURES OF EXISTING SITE AREAS AS DIRECTED BY ENGINEER.
- 15. ANY INSPECTION BY THE OWNER, OR FIELD OBSERVATIONS BY THE ENGINEER, SHALL NOT RELIEVE THE CONTRACTOR FROM ITS OBILGATION TO PERFORM ALL WORK IN COMPLIANCE WITH APPROVED PLANS AND THE APPLICABLE STANDARDS
- 16. THE CONTRACTOR SHALL NOTIFY THE OWNER AS SPECIFIED IN ADVANCE OF MAKING ANY CONNECTIONS TO AN ACTIVE PIPELINE OR UTILITY SYSTEM & SHALL RECEIVE THE OWNER'S CONSENT BEFORE PROCEEDING.
- 17. UNLESS OTHERWISE NOTED, CONTRACT WORK IS SHOWN IN BOLD LINES AND TEXT. EXISTING FACILITIES ARE SHOWN AS SCREENED

### LIST OF DRAWINGS - KELLOGG CREEK WPCP

ELECTRICAL

2F-1

AW-CIVIL

AW-MECHANICAL

AW-ELECTRICAL

FACILITY PLAN

REFERENCE No.

PLAN AND SECTION

GENERAL ELECTRICAL SYMBOLS AND LEGEND

ONE LINE DIAGRAM - 12.47 KV SYSTEM

ONE LINE DIAGRAM - BIOFILTER BLOWERS

CONTROL DIAGRAM - BIOFILTER BLOWERS

SITE PLAN PRIMARY SLUDGE PUMP STATION

PRIMARY SLUDGE PUMP STATION PANEL ELEVATIONS

LIST OF DRAWINGS-ARRAH WANNA PUMP STATION

STANDARD ELECTRICAL DETAILS

SITE PLAN TRANSFORMER T-4

SITE PLAN AERATION BASINS

AWC-1 ARRAH WANNA PUMP STATION - SITE PLAN

AWS-1 ARRAH WANNA PUMP STATION - PLAN AND SECTIONS

AWE-1 ARRAH WANNA PUMP STATION - ELECTRICAL PLAN

DESCRIPTION

HEADWORKS

AWM-1 ARRAH WANNA PUMP STATION - ODOR CONTROL SYSTEM

AWM-2 ARRAH WANNA PLIMP STATION - MECHANICAL MODIFICATIONS 1

AWM-3 ARRAH WANNA PUMP STATION - MECHANICAL MODIFICATIONS 2

FACILITY PLAN - REFERENCE

PRIMARY CLARIFIERS

AFRATION BASINS

BLOWER STATION AND BIOFILTERS

ARRAH WANNA PUMP STATION

ELECTRICAL SCHEDULES

PANEL ELEVATIONS

SITE PLAN HEADWORKS

SITE PLAN SOUTH

#### **GENERAL**

COVER SHEET

LIST OF DRAWINGS AND GENERAL NOTES

VICINITY AND LOCATION MAPS

G-3 DESIGN CRITERIA AND PROCESS FLOW DIAGRAM

SYMBOLS **ABBREVIATIONS** 

SITE KEY PLAN

CIVIL

GENERAL NOTES AND SYMBOLS GC-1

GC-2 CIVIL DETAILS - 1 GC-3 CIVIL DETAILS - 2

C-1 SITE PLAN

C-2 EXISTING CONDITIONS AND DEMOLITION PLAN - AREA 1

EXISTING CONDITIONS AND DEMOLITION PLAN - AREA 2 EXISTING CONDITIONS AND DEMOLITION PLAN - AREA 3

EXISTING CONDITIONS AND DEMOLITION PLAN - AREA 4 C-5 GRADING, PAVING AND DRAINAGE PLAN - AREA 1 C-6

GRADING PAVING AND DRAINAGE PLAN - AREA 2 C-7 GRADING PAVING AND DRAINAGE PLAN - AREA 3 C-8

GRADING, PAVING AND DRAINAGE PLAN - AREA 4 C-9

C-10 YARD PIPING PLAN - AREA 1

C-11 YARD PIPING PLAN - AREA 2 YARD PIPING PLAN - AREA 3

YARD PIPING PLAN - AREA 4 C-13

YARD PIPING SECTIONS YARD PIPING SECTIONS C-15

YARD PIPING PROFILES C-16

#### LANDSCAPING

LANDSCAPING/IRRIGATION DEMOLITION PLAN AND NOTES L-1

LANDSCAPING/IRRIGATION CONNECTIONS

LANDSCAPING/IRRIGATION PLAN - NEW SYSTEM ADDITIONS L-3

LANDSCAPING/IRRIGATION SPECIFICATIONS AND DETAILS

LANDSCAPING PLANTING PLAN L-5

LANDSCAPING PLANTING SPECIFICATIONS AND DETAILS

### **STRUCTURAL**

STANDARD STRUCTURAL DETAILS I GS-1

STANDARD STRUCTURAL DETAILS II

STANDARD STRUCTURAL DETAILS III

STANDARD STRUCTURAL DETAILS IV 1S-1

BLOWER STATION AND BIOFILTERS - PLANS BIOFILTERS - PLANS AND SECTIONS

BIOFILTERS - SECTIONS

HEADWORKS COVERS AND MISC PIPE SUPPORT DETAILS

AERATION BASIN PLAN

4S-2 AERATION BASIN SECTIONS

4S-3 CHECKER PLATE PIPE COVER FABRICATION PLAN & SECTION

#### **MECHANICAL**

GM-1 PIPING SCHEDULE

GM-2 EQUIPMENT SCHEDULES

GM-3 MECHANICAL DETAILS - 1

GM-4 MECHANICAL DETAILS - 2

GM-5 MECHANICAL DETAILS - 3

GM-6 MECHANICAL DETAILS - 4

BLOWER STATION PLAN

1M-2 BLOWER STATION SECTION

BIOFILTER PLAN 1

RIOFILTER PLAN 2 1M-4

1M-5 BIOFILTER SECTIONS

BIOFILTER DETAILS

1M-7 EXISTING BLOWERS - PHOTOS

HEADWORKS HVAC ROOF DEMOLITION PLAN & SECTIONS

HEADWORKS HVAC DEMOLITION PLAN HEADWORKS HVAC ROOF PLAN & SECTION

HEADWORKS HVAC PIPING PLAN 2M-4

2M-5 HEADWORKS HVAC SECTIONS

HEADWORKS HVAC ISOMETRIC PLAN 2M-6

3M-1 PRIMARY CLARIFIER AREA PLAN

314-2 PRIMARY CLARIFIER AREA SECTION & DETAILS

3M - 3PRIMARY CLARIFIER AREA SECTIONS

PRIMARY CLARIFIER AREA DETAILS

EXISTING AERATION BASINS DEMOLITION PHOTOS

4M-2 AERATION BASINS PLAN AND SECTION

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

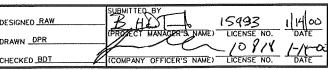
**GENERAL** LIST OF DRAWINGS AND GENERAL NOTES

SHEET

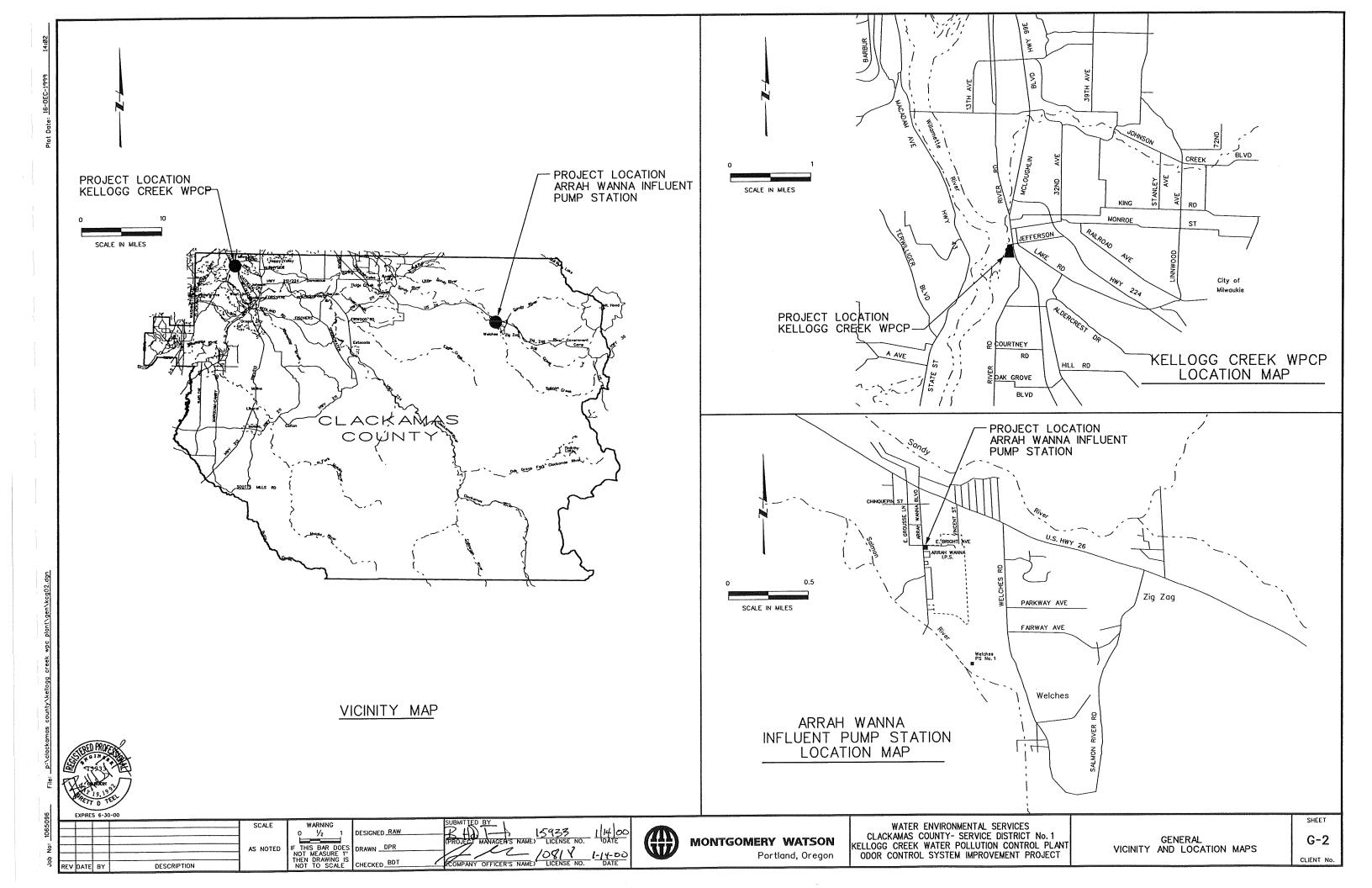
G-1

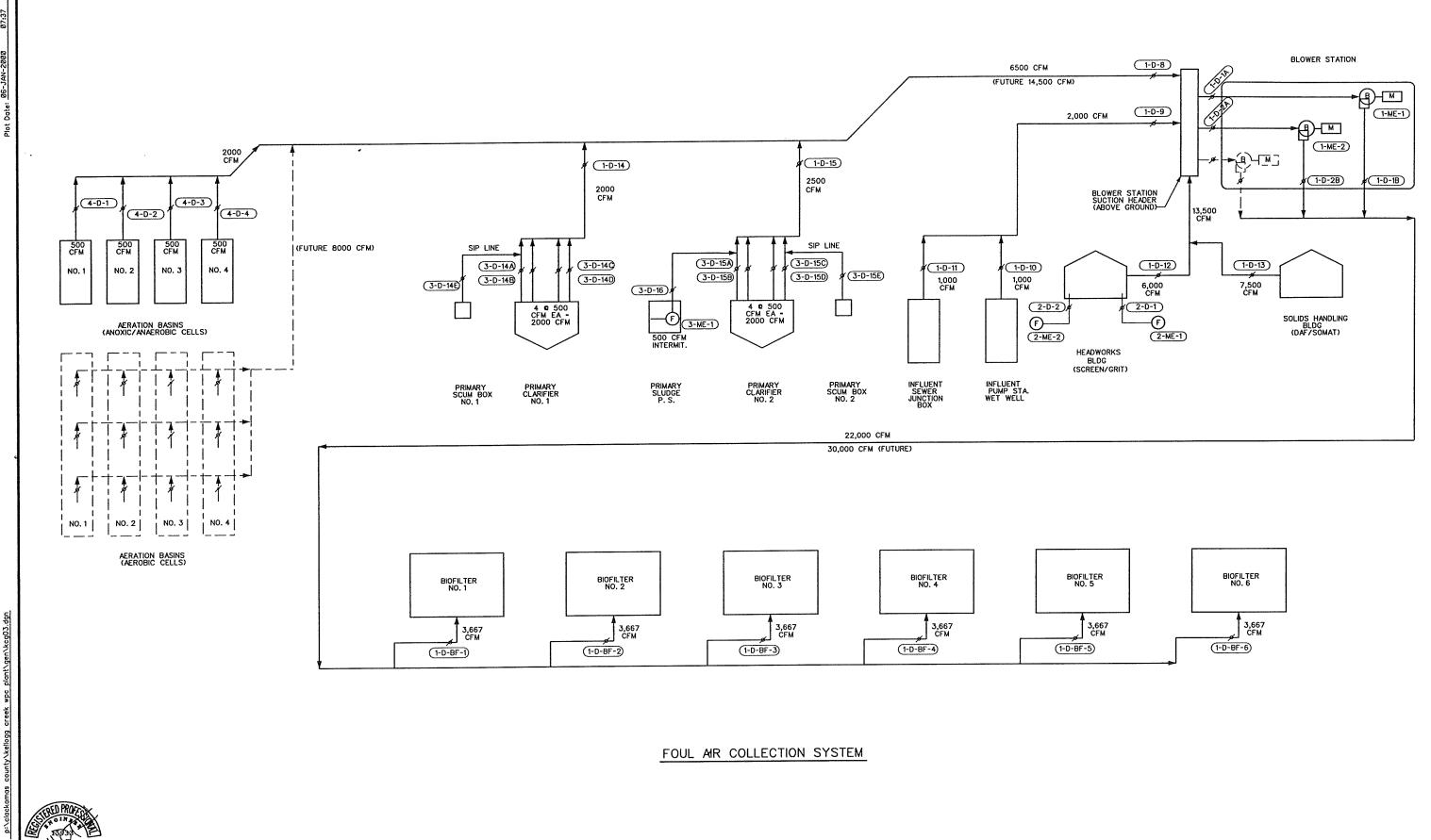
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EXPIRES 6-30-00

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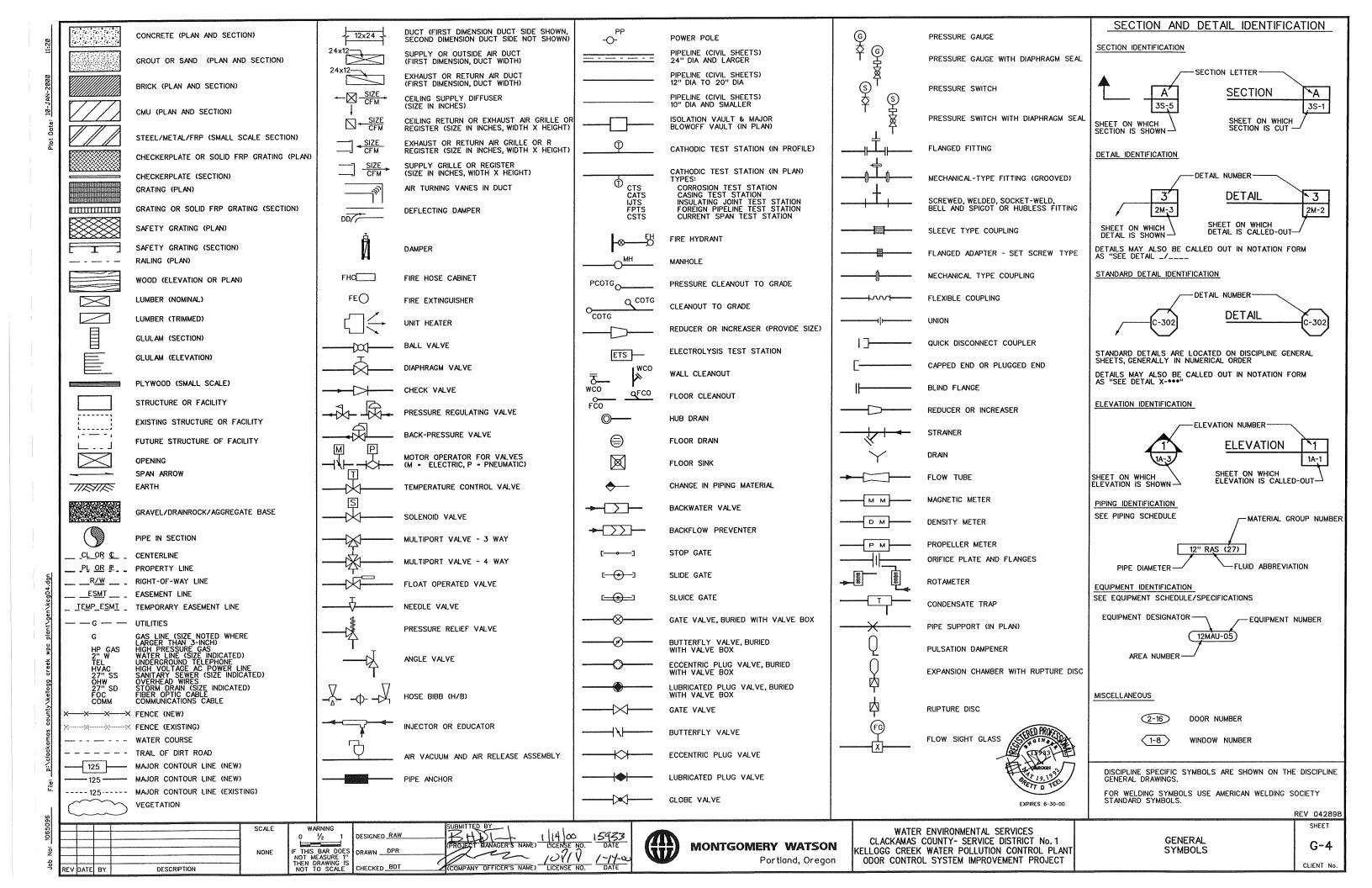


WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY- SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

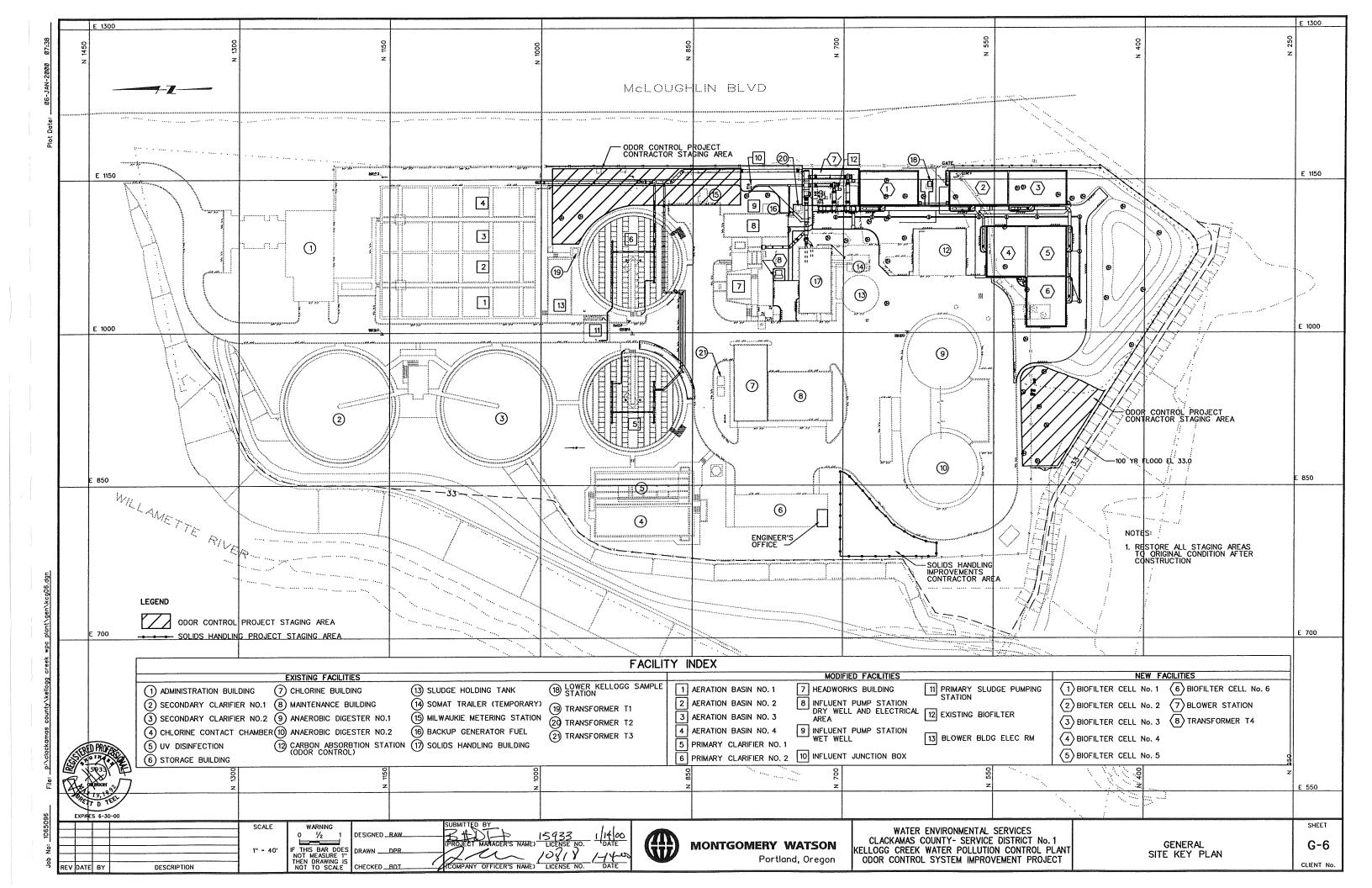
GENERAL DESIGN CRITERIA AND PROCESS FLOW DIAGRAM SHEET

G-3

CLIENT No.



File:   Dictockames county/kellogg creek wpc plant/gen/keg05.dgn   Plot Date:   Wpc plant/gen/keg05.dgn   Plot Date:   Wpc plant/gen/keg05.dgn   Plot Date:   Wpc plant/gen/keg05.dgn   Wpc plant/gen/	AIR CONDITIONING AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS ANCHOR BOLT AGAMOON AGREVILTON AGRESTOS CEMENT PIPE / ASPHALTIC CONCRETE PAVELETY ADDITIONAL ADHISTME ADJUSTME ADJUSTME ADJUSTME ADJUSTME AGREVILTON AGRETIC AGREVILTON AGREVILTON AGRETIC AGREVILTON AGRETIC AGR	EBBCCCR FG CL CLCRT T STEELEN CAC THE FEELEN CREATER CORE THE FEELEN CORE THE	DESIGNED RAW PROJECT VAN	LLH LLV LOC LONG LP LTS LW LTS LW MACH MACH MACH MACH MACH MACH MACH MACH	GAS GALON GALVANIZED GULY ANCHOR GRADE BREAK GENERAL / GENERATOR GALVANIZED GOAL / GENERATOR GALVANIZED GALVANIZED GLOBE VALVE GLOBE VALVE GLOBE VALVE GALLONS PER DAY GALLONS PER DAY GALLONS PER HOUR GALLONS PER HOUR GALLONS PER HOUR GALLONS PER HOUR GALVANIZED GRADE / GROUND HIGH / HEIGHT HEATING AND VENTILATING HOSE BIBB HOUSE CONNECTION HEADER HEADWALL HEXAGONAL MERCURY HYDRAULIC GRADE LINE MANGER HEATING HOPEOMIT / HORSE POWER / HIGH PRESSURE HIGH POINT / HORSE POWER / HIGH PRESSURE HORE HORSE HORE WASTELL HORE OF ANTELL HORE OF ANTELL HORE OF ANTELL HOR ON THE ANTELL HOR OF ANTELL H	BED OF THE STATE O	AREDY MARCON   CLACKAMAS	COUNTY-	RADUS / RISER / RATE OF SLOPE ROCK AND OIL RECYCLED AND OIL RECYCLED AND REPORT TO CONCRETE RETURN AR GRILLE RECLANKED ASPHALT PAVEMENT RETURN ACTIVATED SLUDGE REMFORCED CONCRETE REFURDED CONCRETE REGURD REMFORCED CONCRETE REGURD REMFORCE / REDUCING REMFORCE / REDUCING REMFORCE / REDUCING REMFORCE / REINFORCED REGURD REMFORCE / REINFORCED REMFORCE / RIGHT HAND REMFORCED THERMOSETTING PLASTIC REMFORCED RIGHT / SCUM / SINK / SECOND / SUDITH / SCUM / SINK / SECOND / SUDITH / SCUM / SINK / SECOND / SUDITH / SCUM / SINK / SECOND RANWATER LEADER  SOUTH / SCUM / SINK / SECOND / SUDITH / SCUM / SINK / SECOND RANWATER LEADER  SOUTH / SCUM / SINK / SECOND REMFORCED STAMPLES STAMPAD CUBIC FEET PER MINUTE SCHEDUC / SAND SCONDARY / SECTION SERIES SCHEDUC INDER CONCRETE PIPE STAMLES STEAM SING SCHED SUDING SULING SULI	CIVIL & ME ELECTRICA INSTRUMEN OTHER ABI STANDARD	UNION BONNET UNIFORM BUILDING CODE UNDER-CROSSING UNDER-CROSSING UNDERGROUND CONDUIT UNIT HEATER UNDERWRITERS LABORATORIES UNLESS NOTED OTHERWISE UNLESS OTHERWISE INDICATED URINAL UNDERGROUND SERVICE A LERT UNITED STATES GEOLOGICAL SURV UTILITY WATER  VALVE / VERTICAL / VENT / VOL VACUUM VARIES / VARIABLE VALVE BOX VERTICAL CURVE VITRIFIED CLAY PIPE VERTICAL POINT OF INTERSECTION VENT TO CELLING VENT THROUGH ROOF VINYL WALL COVERING VERIFY WITH MANUFACTURE  WEST / WASTE / WIDTH / WIDE F WITH WEST OF / WITHOUT WATER COLUMN / WATER CLOSET WALL CLEANOUT WOOD WINDOW WATER HEATER WATER, OIL, OR GAS WATER PROOFING / WORKING PRES WORK POINT WATER SURFACE WATER STOP WEIGHT WATER SURFACE WATER STOP WEIGHT WELDED WIRE FABRIC WATER STOP WEIGHT WATER SURFACE WATER STOP WORK POINT WATER SURFACE WATER STOP WORK POINT WATER SURFACE WATER STOP WATER STOP WATER STOP WATER WATER SOP WATER WAT	FLANGE SSURE /
REV DATE B	NONE Y DESCRIPTION	IF THIS BA	AR DUES DRAWN DPR	7	LICENSE NO. DATE  LICENSE NO. DATE  MODELLICENSE NO. DATE	ONTGO	MERY WATSON CLACKAMAS	COUNTY- : K WATER P			NERAL EVIATIONS	G-5 CLIENT No.

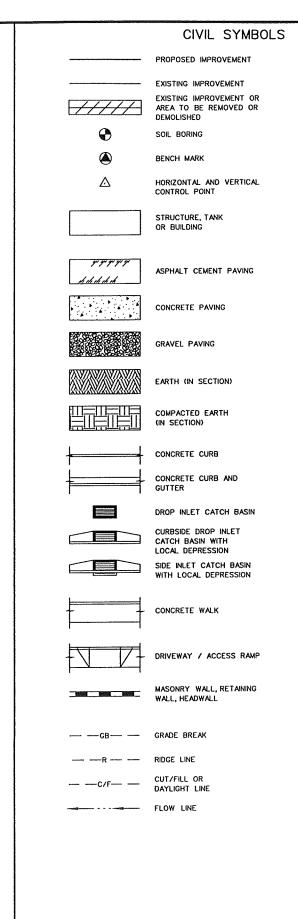


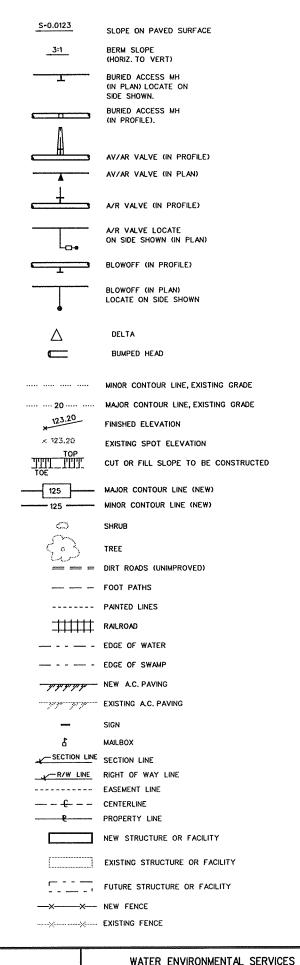
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN AND AROUND THE AREAS OF NEW CONSTRUCTION. THE CONTRACTOR SHALL POTHOLE FOR EXISTING UTILITIES PRIOR TO SUBMITTAL OF SHOP DRAWINGS, FOR POINTS
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS, NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTROLOR SHALL VERIFY ALL LOCATIONS AND ELEVATIONS AND SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT UTILITY LINES WHETHER SHOWN OR NOT SHOWN.
- THE CONTRACTOR SHALL CONTACT THE UTILITY AGENCIES FOR FIELD LOCATION OF UTILITIES, AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE FROM DAMAGE. ALL IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPARED OR RECONSTRUCTED AT THE CONTRACTOR'S EXPENSE WITHOUT ADDITIONAL COMPENSATION.
- 6. THE CONTRACTOR SHALL COMPLY WITH THE CLACKAMAS COUNTY STANDARDS AND THE LATEST
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 INCHES COVER ON ALL PIPELINES UNLESS OTHERWISE SHOWN OR DIRECTED.
- 8. ELEVATIONS SHOWN ARE TO INVERT (FLOWLINE) UNLESS OTHERWISE SHOWN.
- STRAIGHT SLOPES SHALL BE MAINTAINED BETWEEN INVERTS SHOWN OR SPECIFIED.
- 10. THE CONTRACTOR SHALL ADJUST ALL VALVE BOXES, PULL BOXES AND MANHOLES TO FINISHED GRADE UNLESS OTHERWISE SHOWN OR SPECIFIED. MANHOLES IN OPEN FIELDS SHALL BE SET ONE FOOT ABOVE GRADE. APPROXIMATE RIM ELEVATIONS ARE SHOWN ON DRAWINGS.
- 11. THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL DEBRIS FROM DEMOLITION AT
- 12. ALL PIPE TRENCHING AND BACKFILL SHALL BE IN ACCORDANCE WITH DETAIL C-1167.
- 13. ALL BUILDING COORDINATES ARE TO OUTSIDE CORNER OF COLUMN OR BUILDING.
- PRIOR TO ANY CONNECTION TO AN EXISTING UTILITY, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY AGENCIES.
- FOR PIPING INSIDE STRUCTURES SEE MECHANICAL DRAWINGS.
- 16. THE CONTRACTOR SHALL DISPOSE OF ALL NON-ORGANIC WASTES SUCH AS OLD GUNITE, PIPING, ROCK RUBBLE ETC ... AT AN APPROVED LANDFILL OR, OTHER SUITABLE DISPOSAL SITES AT THE
- THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN FOR WORK DURING CONSTRUCTION, SIGNED STAMPED BY A REGISTERED CIVIL ENGINEER PRIOR TO THE START OF CONSTRUCTION.
  - A. ALL SLOPES SHALL BE PROTECTED FROM EROSION DURING ROUGH GRADING OPERATIONS AND THEREAFTER, UNTIL INSTALLATION OF FINAL GROUND COVER (SEE CIVIL & LANDSCAPE PLANS FOR FINAL GROUND COVER).
  - B. ALL SLOPE PROTECTION SWALES SHALL BE CONSTRUCTED AT THE SAME TIME AS BANKS ARE GRADED.

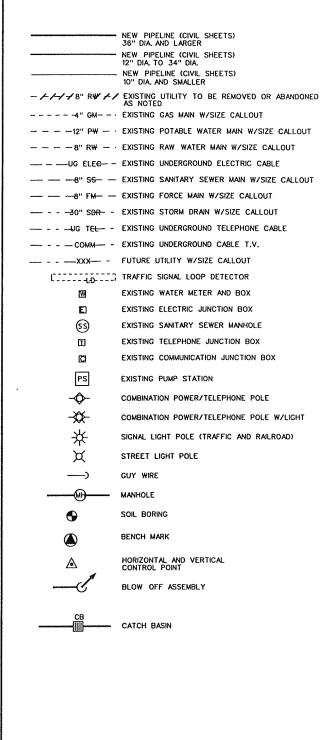
THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS OR AS REQUIRED BY CLACKAMAS COUNTY AND/OR CITY OF MILWAULKIE

THE CONTRACTOR SHALL ALSO PROVIDE ANY
ADDITIONAL EROSION CONTROL MEASURES E.G. HYDROSEEDING, MULCHING OF STRAW, SAND BAGGING DIVERSION DITCHES, ETC.) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRODUCTION OF DIRT, MUD, OR DEBRIS TO EXISTING PUBLIC STREETS OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.

- 18. CONTRACTOR SHALL RESTORE ALL SURVEY MONUMENTS THAT ARE DAMAGED OR DESTROYED
- 19. ALL EXCAVATION SPOILS BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED

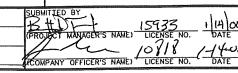








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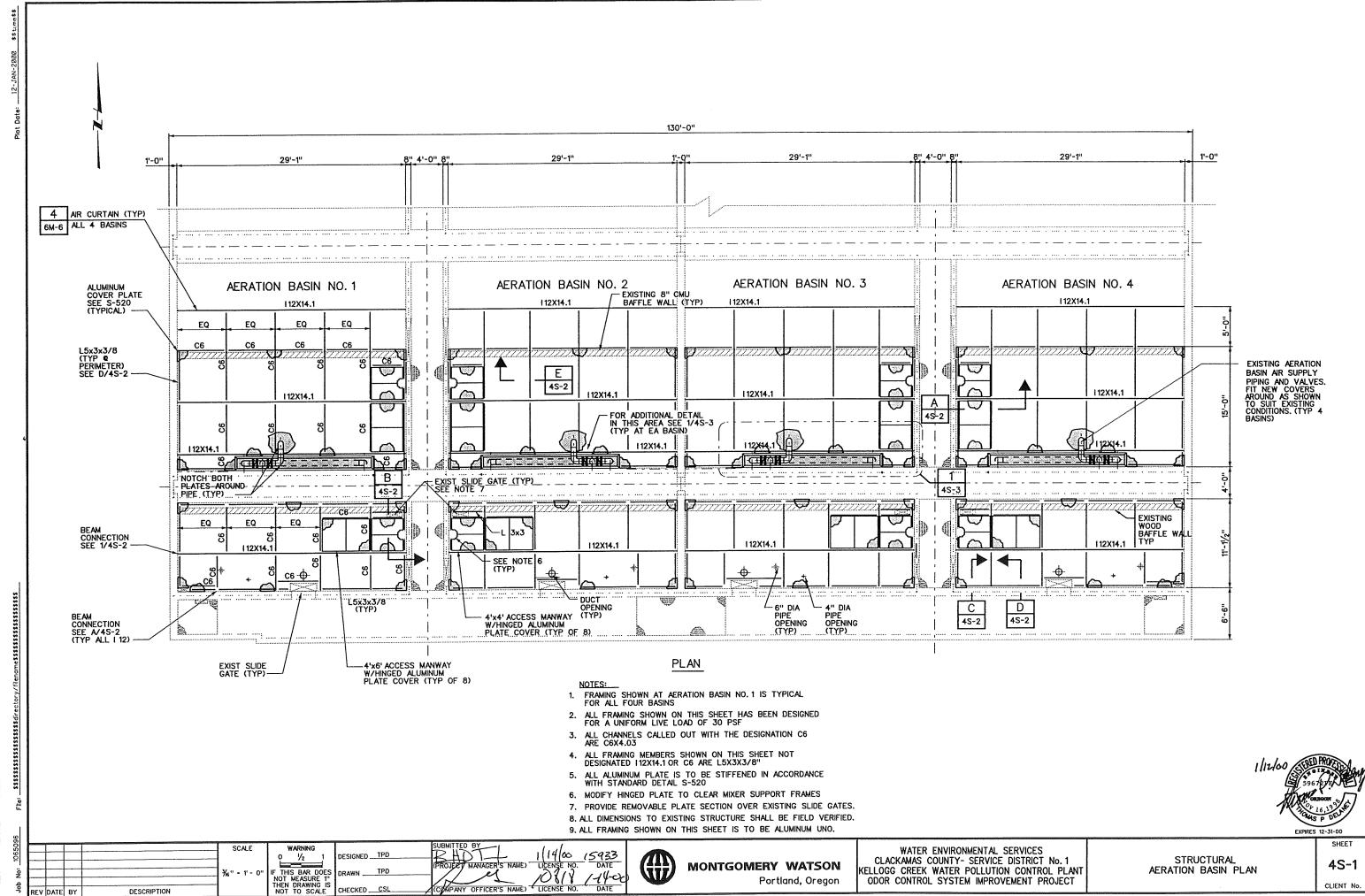


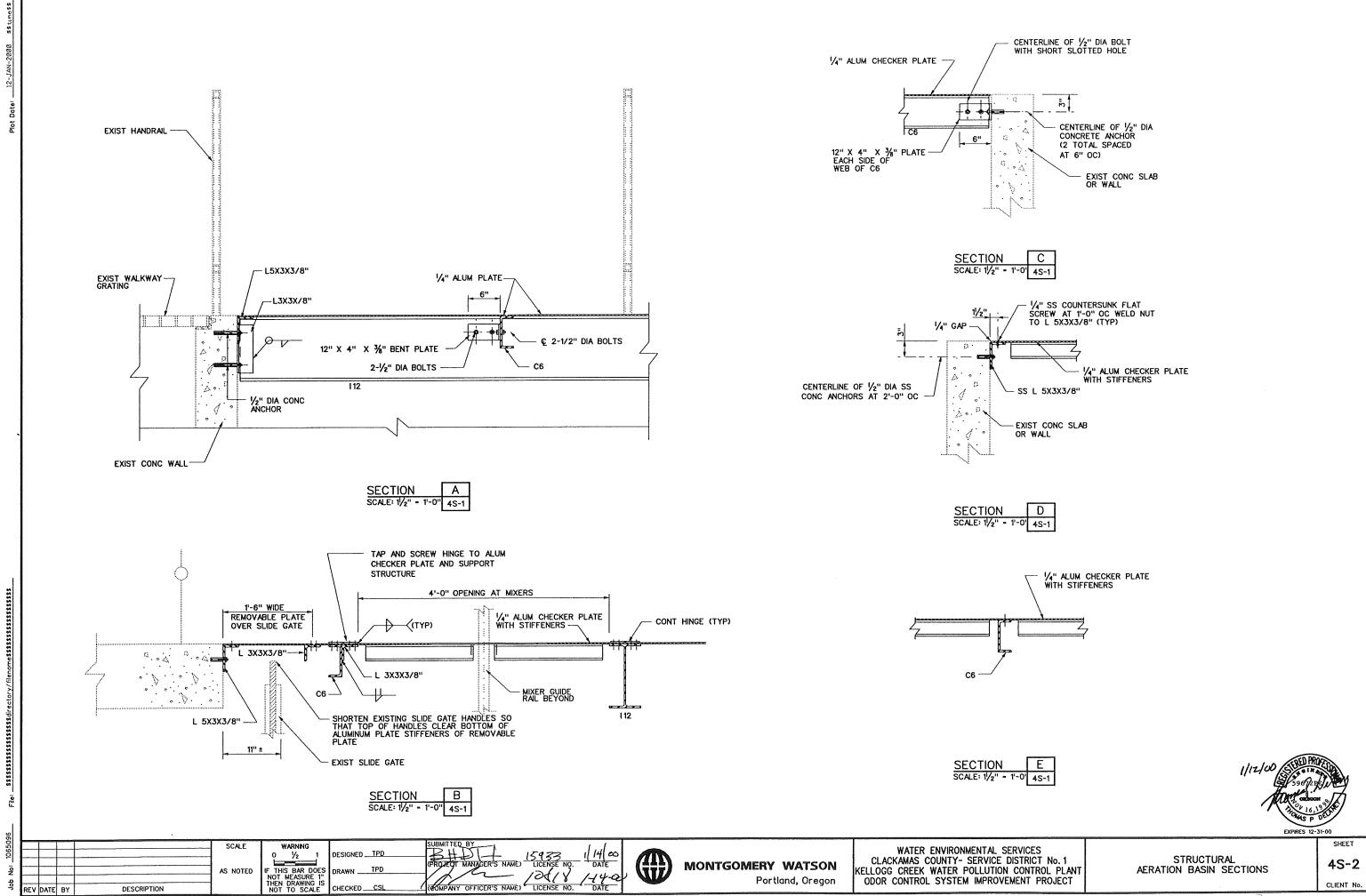
**MONTGOMERY WATSON** Portland, Oregon

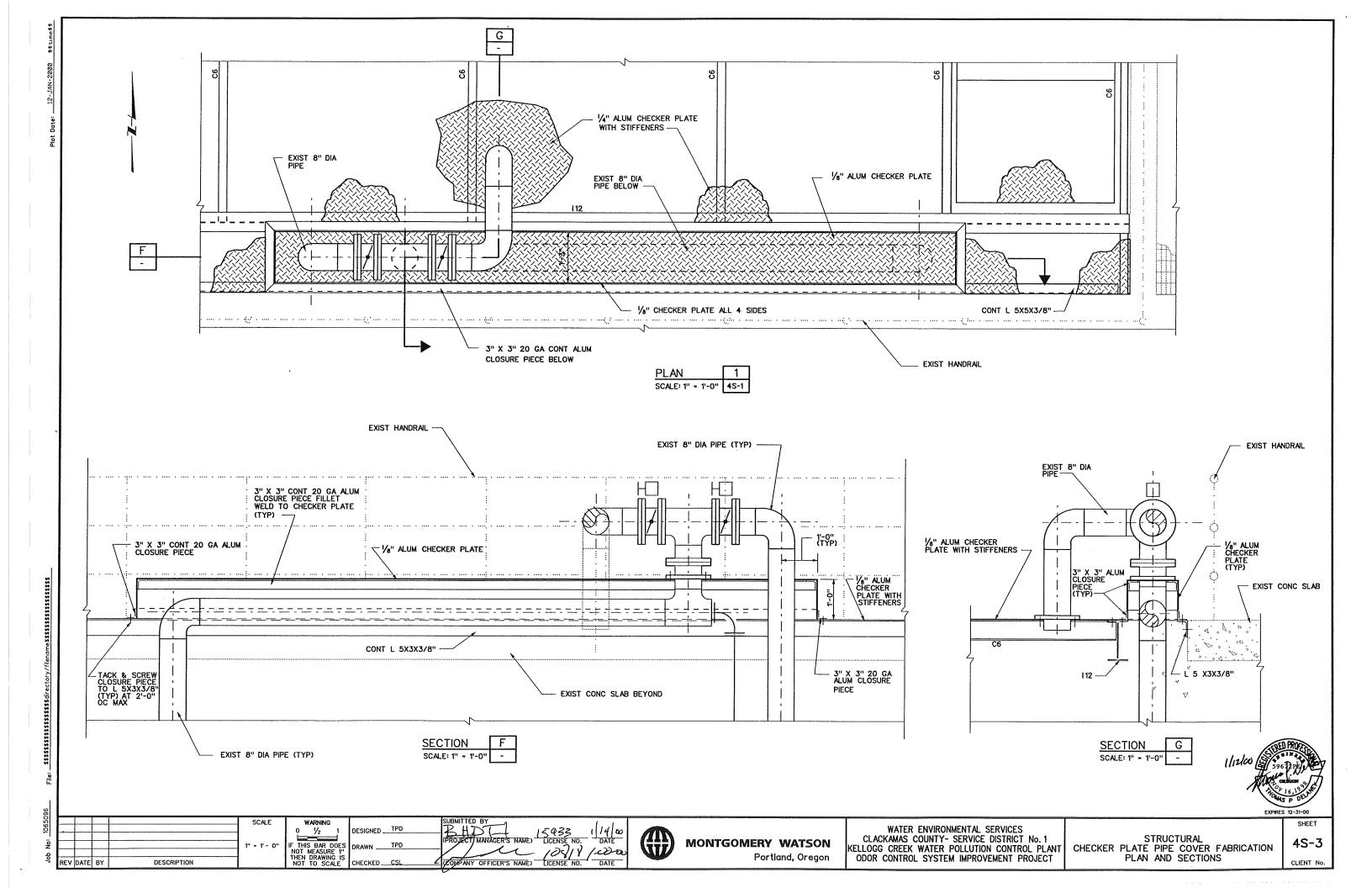
WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

GENERAL CIVIL GENERAL NOTES AND SYMBOLS

SHEET GC-1







Portland, Oregon

ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

REV DATE BY

DESCRIPTION

GSH

LICENSE NO.

CHECKED.

GENERAL MECHANICAL

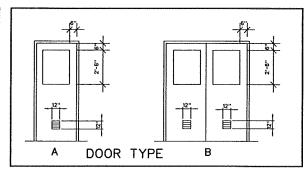
PIPING SCHEDULE

GM-1

AMPER	SIZE	AIR	LOCATION	CEDUACE	DAMPER SCHEDUL		T	r		
. NO.	(INCHES)	SERVICE	(GENERAL)	SERVICE	FUNCTION	AREA SERVICED	OPERATOR TYPE	CONTROL	DAMPER TYPE	COMMENT
D-1A	36	FOUL AR	BLOWER STATION	1-ME-1 ISOLATION	ISOLATION/BALANCE	ALL	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
D-2A	36	FOUL AIR	BLOWER STATION	1-ME-2 ISOLATION	ISOLATION/BALANCE	ALL	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
-3A	36	FOUL AIR	BLOWER STATION	1-SE-3 ISOLATION	ISOLATION/BALANCE	ALL	GE ARED	MANUAL	FRP	FUTURE (NIC)
D-1B	42	FOUL AIR	BLOWER STATION	1-ME-1 ISOLATION	ISOLATION	ALL	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
D-2B	42	FOUL AIR	BLOWER STATION	1-ME-2 ISOLATION	ISOLATION	ALL	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
-38	42	FOUL AIR	BLOWER STATION	1-ME-3 ISOLATION	ISOLATION	ALL	GE ARVED	MANUAL	FRP	FUTURE (NIC)
-BF-1	24	FOUL AIR	BIOFILTER NO.1	BIOFILTER NO.1 INLET	ISOLATION/BALANCE	BIOFILTER NO.1	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
BF-2	24	FOUL AIR	BIOFILTER NO.2	BIOFILTER NO.2 INLET	ISOLATION/BALANCE	BIOFILTER NO.2	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
-BF-3	24	FOUL AIR	BIOFILTER NO.3	BIOFILTER NO.3 INLET	ISOLATION/BALANCE	BIOFILTER NO.3	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
BF-4	24	FOUL AIR	BIOFILTER NO.4	BIOFILTER NO.4 INLET	ISOLATION/BALANCE	BIOFILTER NO.4	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
-BF-5	24	FOUL AIR	BIOFILTER NO.5	BIOFILTER NO.5 INLET	ISOLATION/BALANCE	BIOFILTER NO.5	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
BF-6	24	FOUL AIR	BIOFILTER NO.6	BIOFILTER NO.6 INLET	ISOLATION/BALANCE	BIOFILTER NO.6	GEARED	MANUAL	FRP	ABOVE GROUND/FLANGED
BF-7	30	FOUL AIR	YARD (BURIED)	INTERCONNECTION TO CARBON SYSTEM	TIE ISOLATION	TIE TO CARBON SYSTEM	GEARED	MANUAL	STEEL	AWWA W/ EXPOXY LINING
				The state of the s	THE HODERHOU	THE TO CHILDON STSTEM	- GLANED	MATUAL	SIECE	ANTA TI CAPUAT LINING
D-8	36	FOUL AIR	YARD	AERATION BASIN/PRIMARY PROCESS YARD DUCTS	BALANCE	AREA 2 - YARD	LOCKING QUAD	NA	FRP	ABOVE GROUND/FLANGED
D-9	18	FOUL AIR	YARD	INFLUENT SEWER & P.S. WET WELL YARD DUCTS	BALANCE	AREA 2 - YARD	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
)-10	12	FOUL AIR	YARD	INFLUENT P.S. WET WELLYARD DUCTS	BALANCE	AREA 2 - YARD	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED  ABOVE GROUND/FLANGED
D-11	12	FOUL AR	YARD	INFLUENT SEWER JUNCTION BOX YARD DUCT	BALANCE	AREA 2 - YARD	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
0-12	30	FOUL AIR	YARD	HEADWORKS BUILDING CONNECTION	BALANCE	AREA 2 - YARD	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
)-13	30	FOUL AIR	YARD	SOLIDS HANDLING BUILDING YARD CONNECTIONS	BALANCE	AREA 1 - YARD	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED  ABOVE GROUND/FLANGED
)-14	18	FOUL AIR	PRIMARY CLARIFIER NO.1/YARD	PRIMARY CLARIFIER NO.1 YARD CONNECTION	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
)-15	18	FOUL AIR	PRIMARY CLARIFIER NO.2/YARD	PRIMARY CLARIFIER NO.2 YARD CONNECTION	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED  ABOVE GROUND/FLANGED
-D-1	20	FRESH AR	HEADWORKS/YARD	2-ME-1 AIR SUPPLY BALANCING DAMPER	SUPPLY BALANCE	HEADWORKS	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
D-2	16	FRESH AR	HEADWORKS/YARD	2-ME-2 AIR SUPPLY BALANCING DAMPER	SUPPLY BALANCE	HEADWORKS	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
0-3	12	FOUL AR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED  ABOVE GROUND/FLANGED
D-4	12	FOUL AIR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2	LOCKING QUAD	NA NA	FRP	
0-5	12	FOUL AIR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
D-6	12	FOUL AIR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
D-7	10	FOUL AIR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2				ABOVE GROUND/FLANGED
D-8	12	FOUL AIR	HEADWORKS	HEADWORKS AREA COLLECTION DUCT	BALANCE	AREA 2	LOCKING QUAD  LOCKING QUAD	NA NA	FRP FRP	ABOVE GROUND/FLANGED
-14A	12	FOUL AIR	PRIM, CLAR, NO.1	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
148	12	FOUL AIR	PRIM, CLAR, NO.1	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD		FRP	ABOVE GROUND/FLANGED
-14C	12	FOUL AIR	PRIM, CLAR, NO.1	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3		NA NA		ABOVE GROUND/FLANGED
-14D	12	FOUL AIR	PRIM, CLAR, NO.1	PRIM, CLAR, COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP FRP	ABOVE GROUND/FLANGED
-14E	6	FOUL AIR	PRIM. CLAR. NO.1 SCUM BOX	SCUM BOX COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD  LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
15A	12	FOUL AIR	PRIM. CLAR. NO.2	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
158	12`	FOUL AIR	PRIM. CLAR. NO.2	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD	NA NA		ABOVE GROUND/FLANGED
15C	12	FOUL AIR	PRIM. CLAR. NO.2	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3	LOCKING QUAD	NA NA	FRP FRP	ABOVE GROUND/FLANGED
15D	12	FOUL AIR	PRIM. CLAR. NO.2	PRIM. CLAR. COLLECTOR DUCT	BALANCE	AREA 3		NA NA		ABOVE GROUND/FLANGED
15E	6	FOUL AIR	PRIM. CLAR. NO.2 SCUM BOX	SCUM BOX COLLECTOR DUCT	BALANCE		LOCKING QUAD		FRP	ABOVE GROUND/FLANGED
-16	8	FOUL AIR	PRIM. SLUDGE P.S.	3-ME-1 BALANCING DAMPER	BLOWER BALANCE	AREA 3 AREA 3	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
1-1	12	FOUL AIR	AERATION BASIN NO.1	AER, BASIN NO.1 COLLECTOR	BALANCE BALANCE	AREA 4	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
-2	12	FOUL AIR	AERATION BASIN NO.2	AER. BASIN NO.2 COLLECTOR	BALANCE	AREA 4	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
-3	12	FOUL AIR	AERATION BASIN NO.3	AER. BASIN NO.3 COLLECTOR	BALANCE	AREA 4	LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
1-4	12	FOUL AIR	AERATION BASIN NO.4	AER. BASIN NO.4 COLLECTOR	BALANCE		LOCKING QUAD	NA NA	FRP	ABOVE GROUND/FLANGED
- 1			, 210111011 07011 110,1	ACIT. DADIN NO.4 COLLECTOR	BALANCE	AREA 4	LOCKING QUAD	NA	FRP	ABOVE GROUND/FLANGED
D-1	12	FOUL AIR	AW BLOWER AREA	PUMP STATION WET WELL - GENERAL	PLOWED BALANCE		054050		- 500	ADDIE ODDING EL CLOS
D-2	6	FRESH AIR	AW PUMP STATION AREA	DAMPERED WET WELL FRESH AIR INLET	BLOWER BALANCE WET WELL INLET BALANCE		GEARED	NA NA	FRP	ABOVE GROUND/FLANGED
			- AND TORK STATION AND	DAME THEN HET HEET LUCOU WE WIFE!	HE I WELL INLE ! BALANCE		LOCKING QUAD	NA	FRP	ABOVE GROUND/FLANGED

	MECHANICAL EQUIPMENT SCHEDULE										
EQUIP. ID. NO.	EQUIPMENT TYPE	SERVICE	LOCATION	CAPACITY RANGE (SCFM)	SP RANGE (INCHES WC)	MOTOR HP	DRIVE TYPE	SPEED CONTROL	ON-OFF CONTROL	NOTES	
1-ME-1	AIR BLOWER	FOUL AIR	BLOWER STATION	15,000 - 22000	10.0 - 16.0	100	BELT DRIVE	AFD	MANUAL.	OWNER FURNISHED	
1-ME-2	AIR BLOWER	FOUL AIR	BLOWER STATION	15,000 - 22000	10.0 - 16.0	100	BELT DRIVE	AFD	MANUAL	OWNER FURNISHED	
1-ME-3	AIR BLOWER	FOUL AR	BLOWER STATION				BELT DRIVE	AFI)	MANUAL,	OWNER FURNISHED (FUTURE)	
2-ME-1	AIR BLOWER	FRESH AIR	HEADWORKS	2000 - 2500	1.0 - 1.5	1.5	BELT DRIVE	NONE	MANUAL		
2-ME-2	AIR BLOWER	FRESH AIR	HEADWORKS	3000 - 3500	1.5 - 2.0	2	BELT DRIVE	NONE	MANUAL		
3-ME-1	AIR BLOWER	FOUL AIR	PRIMARY SLUDGE P.S.	500 - 700	1.5 - 2.0	1.5	BELT DRIVE	NONE	MANUAL		
AW-ME-1	AIR BLOWER	FOUL AIR	ARRAH WANNA P.S.	1000 - 1200	8.0 - 14.0	7.5	BELT DRIVE	AFD	MANUAL	OWNER FURNISHED	
P-1	SUMP PUMP	CONDENSATE	PC •1	-	-	0.33	-	NONE	MANUAL		

DOOR SCHEDULE																			
Bldg. Name	Door	SIZ	E	Door		DOOR		DOOR		FRAME		FRAME		₹ FRAME		Details	Hardware	Louver	Remarks
	Number	Width	Height	Type	Thick.	Material	Fin. Sys.	Material	Fin. Sys.		Group	Size							
influent P.S.	101	See Re	marks	В	1-3/4"	Alum	See Specs	Alum	See Specs	Per Monuf.	See Specs	12"x12"	To Suit 84"H x 72"W Rough Opening						
Headworks	201	3'-0"	7'-0"	Α	1-3/4"	Alum	See Specs	Alum	See Specs	Per Manuf.	See Specs		Replace existing door and frame						
Headworks	202	3'-0"	7'-0"	Α	1-3/4"	Alum	See Specs	Alum	See Specs	Per Manuf.	See Specs		Replace existing door and frame						
Headworks	203	3'-0"	7'-0"	Α	1-3/4"	Alum	See Specs	Alum	See Specs	Per Manuf.	See Specs		Replace existing door and frame						
Primary Sludge P.S.	301	3'-0"	7'-0"	Α	1-3/4"	Alum	See Specs	Alum	See Specs	Per Manuf.	See Specs		Replace existing door and frame						



EX	PIRE	S 6-30	0-00				
L				SCALE	WARNING	SUBMITTED BY	7
					0 1/2 1	DESIGNED BOT PHIST 15922 111/2	۱,
Т					/2	13 (35) 1/4/8	1
Т				NONE	IF THIS BAR DOES	(PROJECT MANAGER'S NAME) LICENSE NO. DATE	٠,
1				HONL	NOT MEASURE 1"	DRAWN 9/1 /- 4-4-	r)
t					THEN DRAWING IS	100/1	٦
10.	AIE	BY	DESCRIPTION		NOT TO SCALE	CHECKED GSH (COMPANY OFFICER'S NAME) LICENSE NO. DATE	٠.

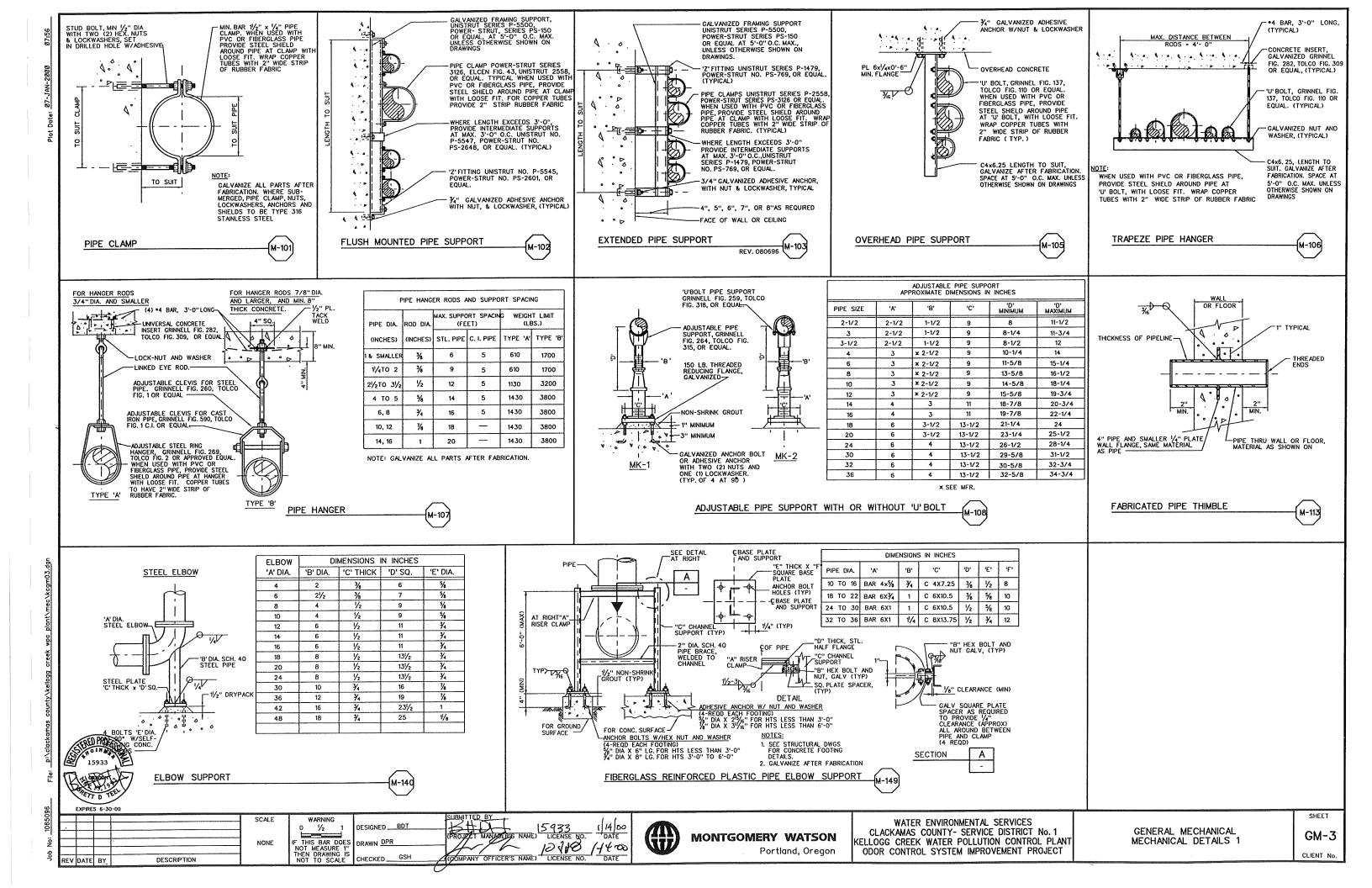


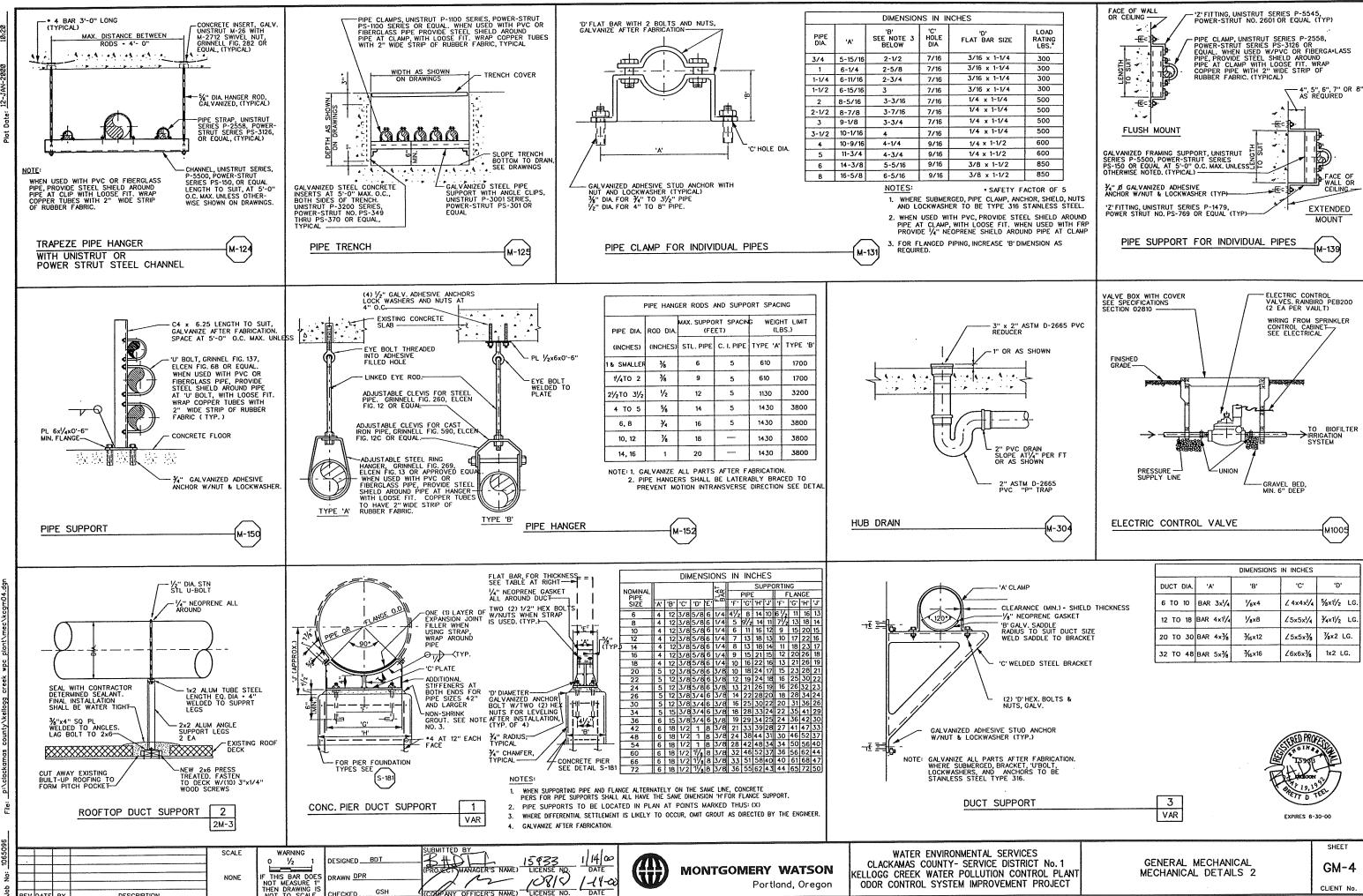
Portland, Oregon

WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY- SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

GENERAL MECHANICAL EQUIPMENT SCHEDULES

SHEET GM-2





IIL

Portland, Oregon

ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

111-00

10810

COMPANY OFFICER'S NAME) LICENSE NO.

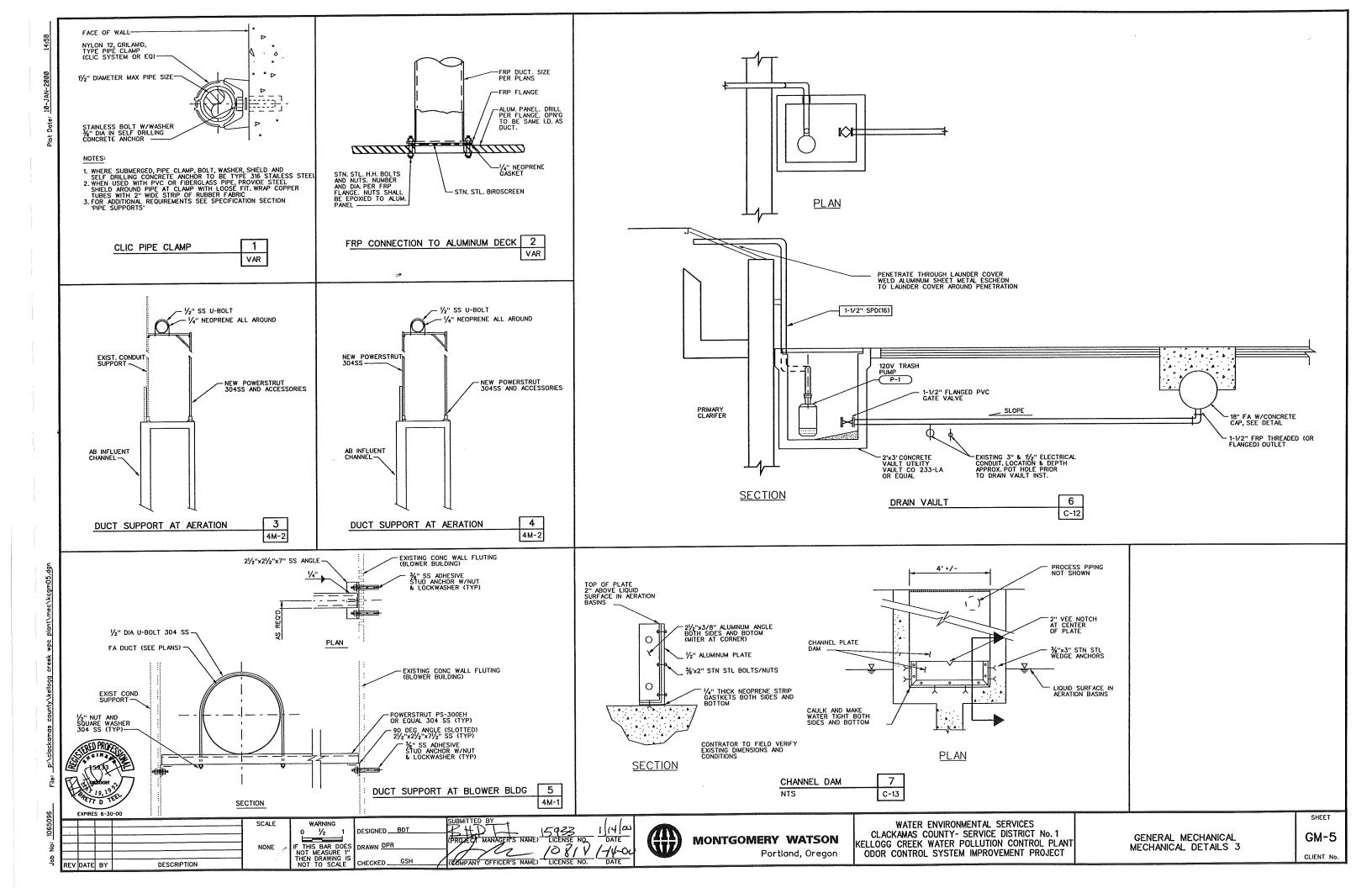
GSH

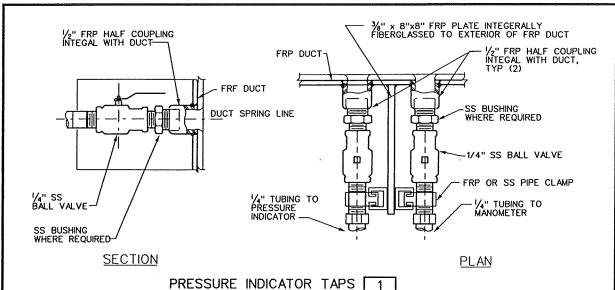
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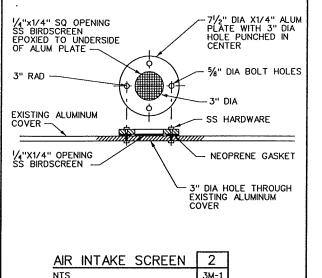
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DESCRIPTION

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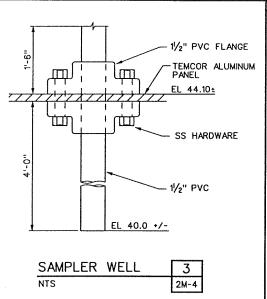


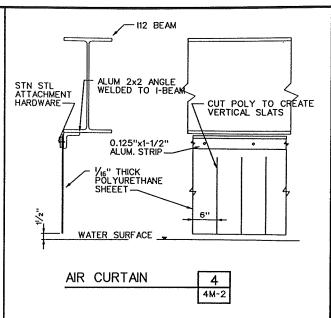




TO ATMOSPHERE

MAGNEHELIC DIFFERENTIAL PRESSURE GAUGE TAG 1PI-1, 2PI-1 (BLOWER SUCTION) TAG 1PI-2, 2PI-2 (BLOWER DISCHARGE)



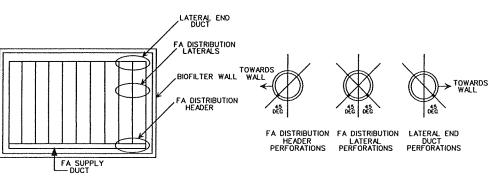


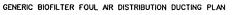
-36" OR 42" FA

- ¼" SS TUBING TO INSTRUMENTS ROUTE AND SECURE NEATLY ALONG PIPE AND SUPPORT

KELLOGG CREEK WPCP	- BIOFILTER	FOUL AIR DIS	STRIBUTION DU	CT PERFORATION	ON SCHEDULE
DUCT DESCRIPTION	DUCT DIA. (INCH)	HOLE DIA. (INCH)	NUMBER OF HOLE ROWS	NUMBER OF HOLES	APPROX. HOLE SPACING (INCH)
FOLIL AIR DISTRIBUTION HEADER	24° TO 20°	11/16*	ı	120	4" (+/-)
FOUL AIR DISTRIBUTION LATERALS	8*	11/16*	2	2340	4" (+/-)
FOUL AIR LATERAL END DUCT	8.	11/16"	ı	120	4° (+/-)

ARRAH WANNA PUMP STATION - BIOFILTER FOUL AIR DISTRIBUTION DUCT PERFORATION SCHEDULE									
DUCT DESCRIPTION	DUCT DIA.	HOLE DIA. (INCH)	NUMBER OF HOLE ROWS	NUMBER OF HOLES	APPROX. HOLE SPACING (INCH)				
FOUL AIR DISTRIBUTION HEADER	12"	11/16"	ı	50	4" (+/-)				
FOUL AIR DISTRIBUTION LATERALS	4*	11/16*	2	410	6" (+/-)				
FOUL AIR LATERAL END DUCT	4*	11/16*	1	50	4* (+/-)				





NTS

PERFORATION ORIENTATIONS



DRIP LEG W/DRAIN COCK



FA PERFORATION DETAIL TYPICAL SECTIONAL VIEW 5 1M-3

SCALE 1)14 00 15933 LICENSE NO. DATE 1/2 ESIGNED . THIS BAR DOES RAWN DPR COMPANY OFFICER'S NAME) LICENSE NO. DATE MONE CHECKED GSAH REV DATE BY DESCRIPTION



WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

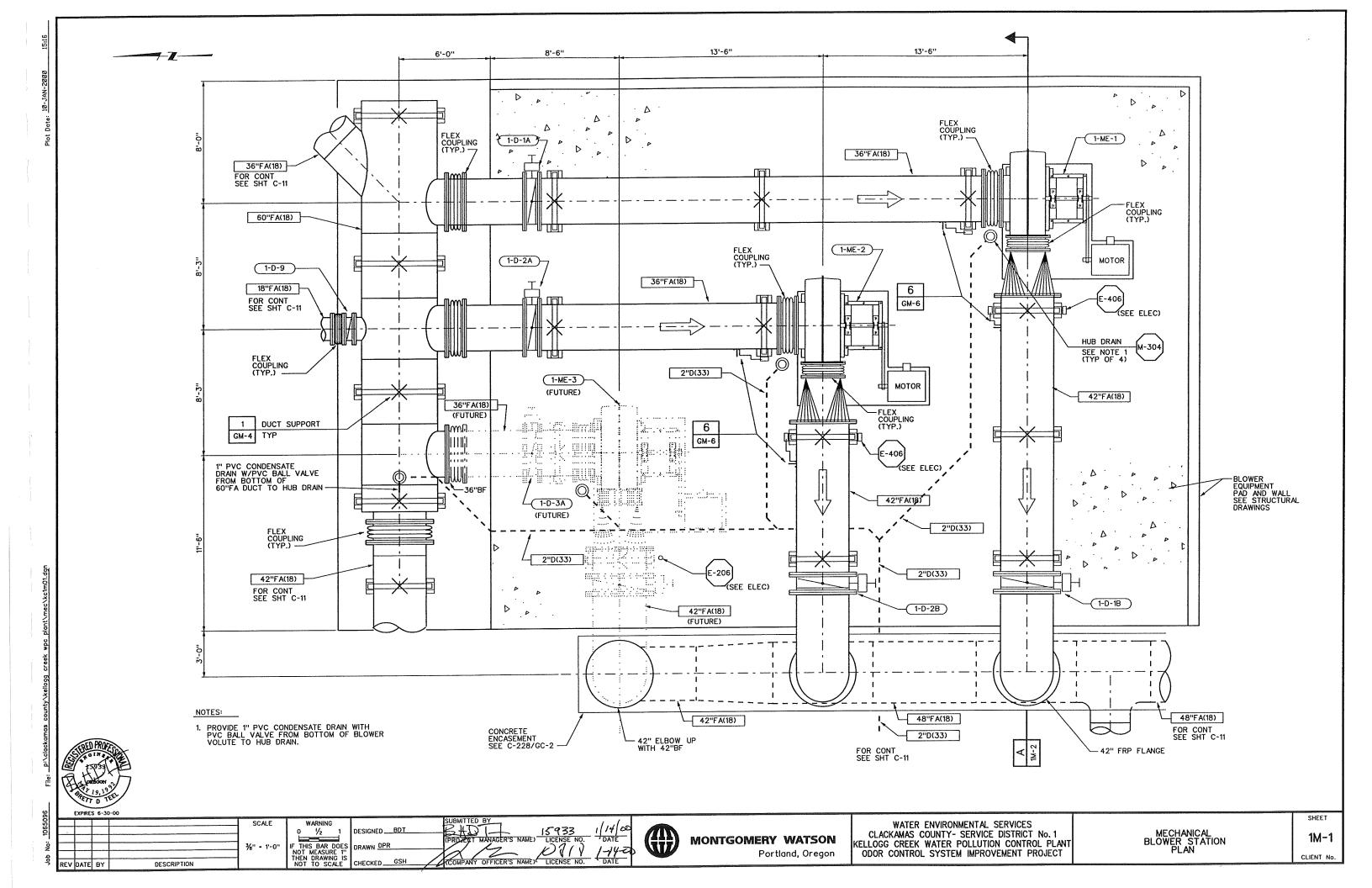
GENERAL MECHANICAL MECHANICAL DETAILS 4

%" ALUM OR SS PLATE SIZE TO FIT MANOMETER SECURE TO SIDE OF CONCRETE PIPE SUPPORT

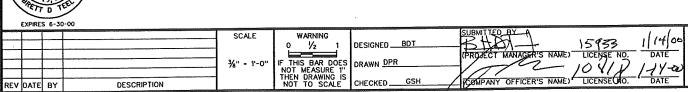
SECURE MANOMETER TO METAL PLATE

U-TUBE MANOMETER
TAG 1PI-3, 2PI-3 (BLOWER SUCTION)
TAG 1PI-4, 2PI-4 (BLOWER DISCHARGE)

SHEET GM-6 CLIENT No







- INV 28.5





SHEET

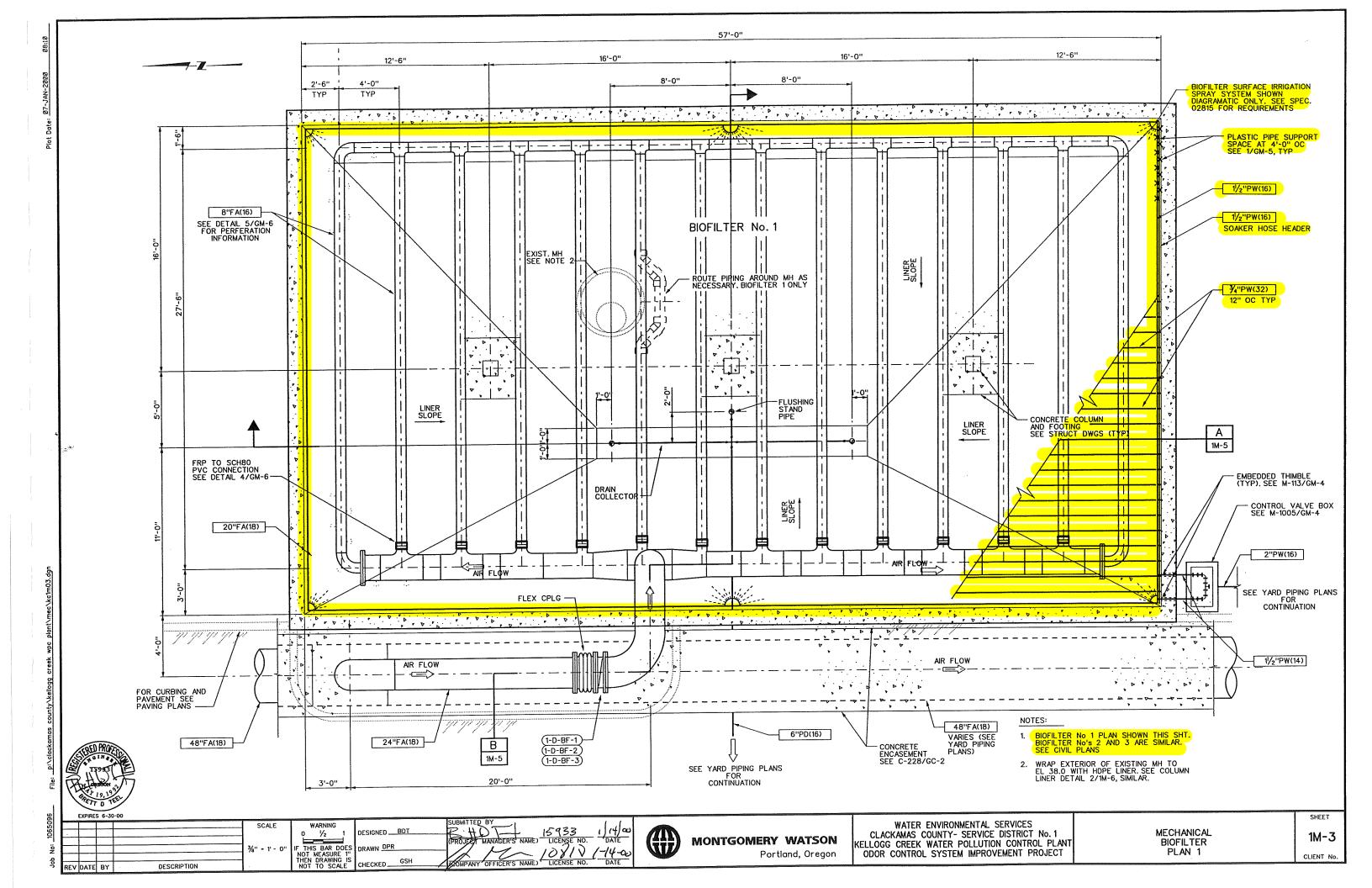
5'-3" 8'-3" 8'-3" 6'-0" 3'-0" 11'-6" FROM HEADWORKS AND SOLIDS HANDLING BUILDING.
(SEE CIVIL DWGS) 42"FA(18) (1-ME-2) FLEX (1-ME-1) 60"FA(18) 1-D-1B (BEYOND) - SEE STRUCTURAL DRAWINGS 36"FA(18) € EL 42.75 € EL 41.22' - EXIST FENCE 42" FLANGE CONNECTION EL 37.50 36" BF SLAB EL 36.58 ►EL 36.50 EQUIP BASE SEE S-192 PIPE SUPPORT (TYP) € EL 32.50 DUCT SUPPORT 1 GM-4 2"D(33) CONC ENCASEMENT SEE C-228/GC-2 48"FA(18) 

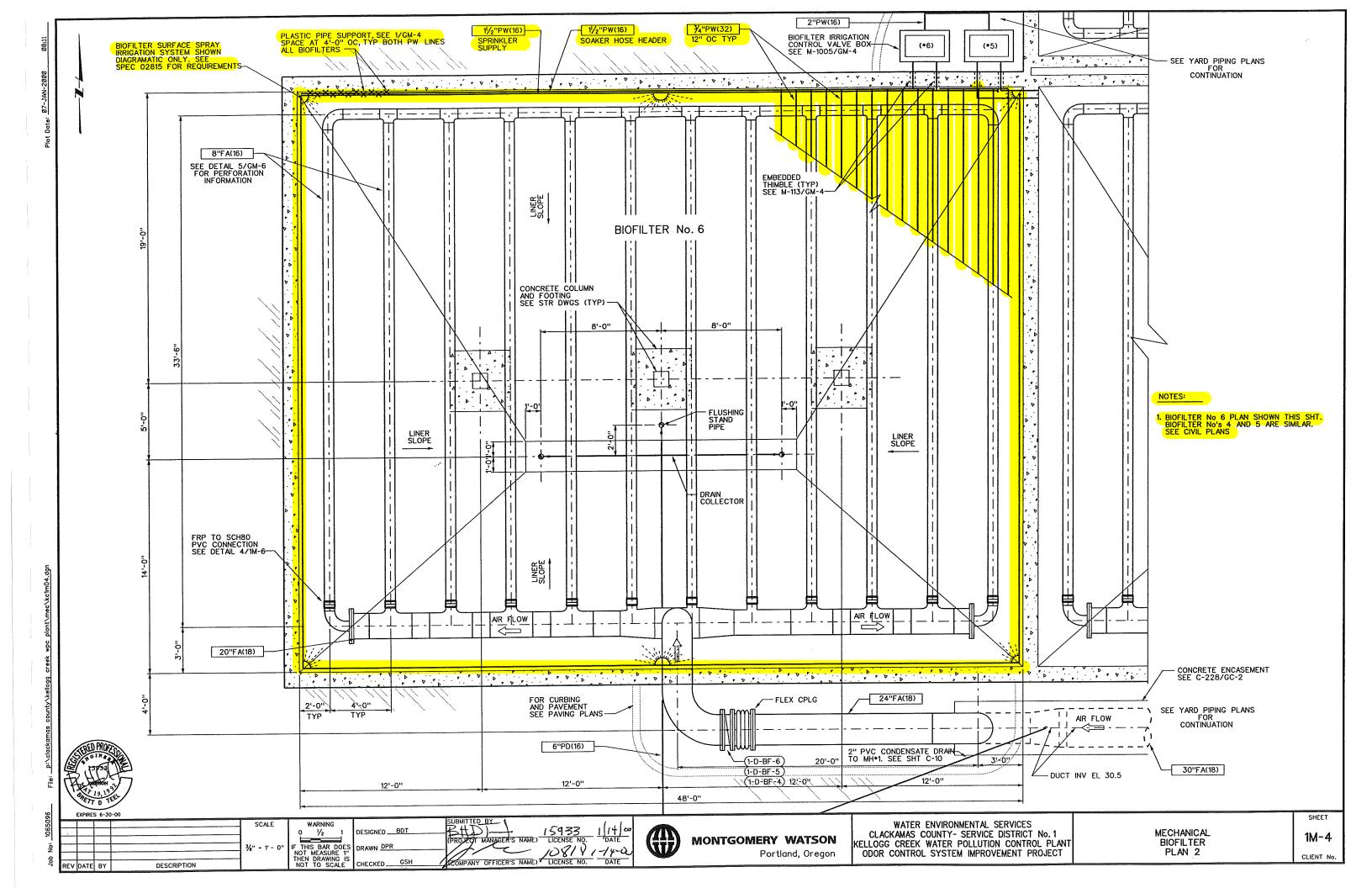
**SECTION** 

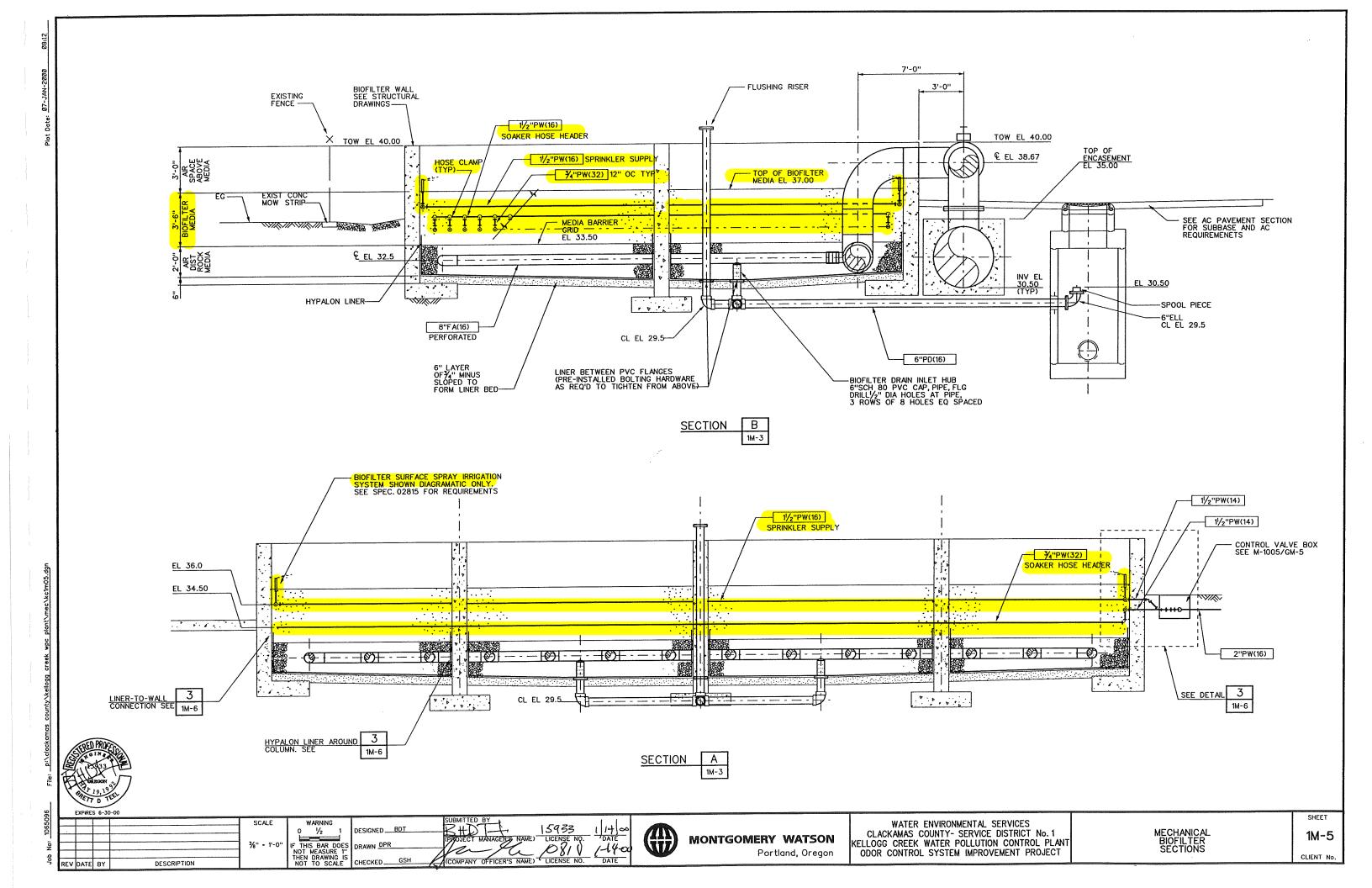
Α 1M-1

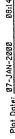
Portland, Oregon

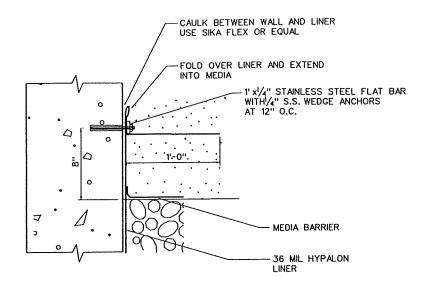
MONTGOMERY WATSON

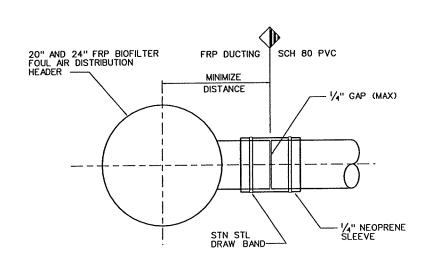








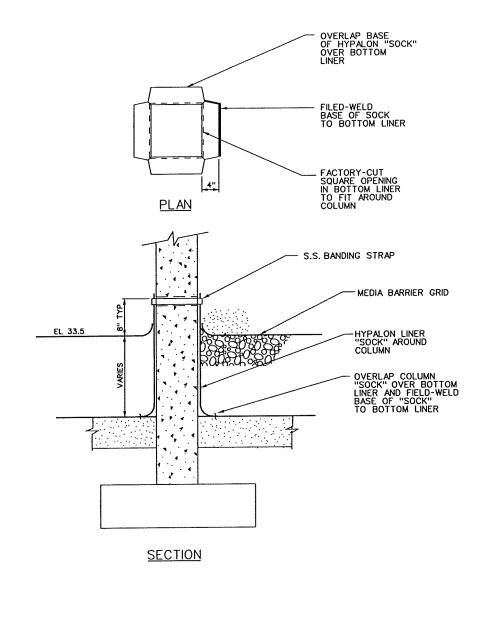


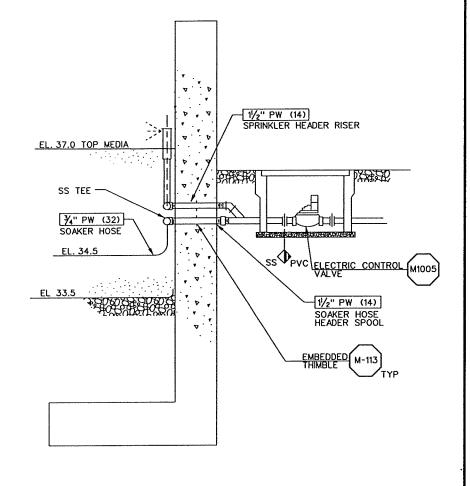


1M-5

DETAIL NTS







DETAIL 3 NTS 1M-5

WARNING

O 1/2 1

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FTHIS BAR DOES
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WARNING

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DETAIL

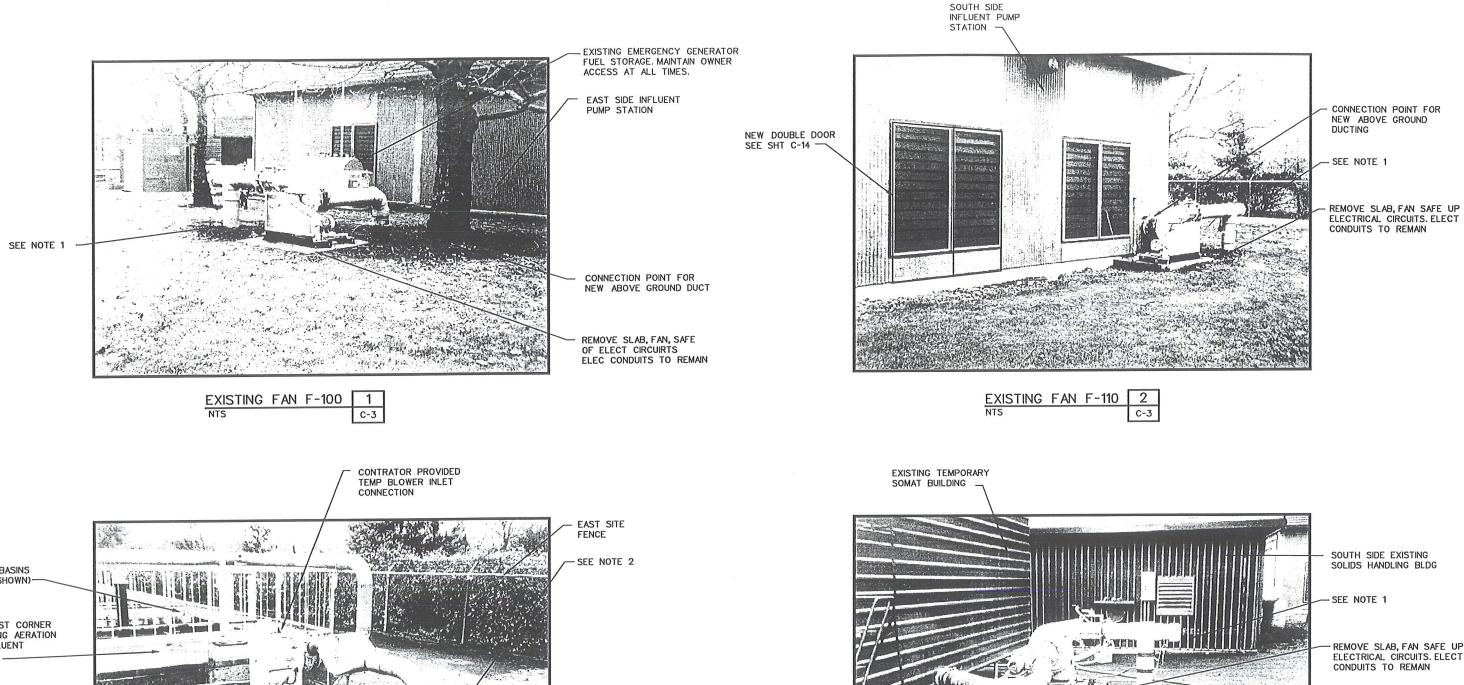
1M-5

MONTGOMERY WATSON
Portland, Oregon
ODOR CON

WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY- SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

MECHANICAL BIOFILTER DETAILS SHEET

1M-6
CLIENT No.



1. CONTRACTOR TO PROVIDE TEMPORARY
BLOWER DISCHARGE DUCTING AND
CONNECT TO EXISTING INLET DUCTING
TO EXISTING CARBON SCRUBBER SYSTEM. MEANS, METHODS, LOCATIONS TO BE CONTRACTOR DETERMINED.

2. SAME AS NOTE 1, EXCEPT CONTRACTOR TO INTERCEPT BLOWER DISCHARGE IN YARD AT APPROX. LOCATION AS SHOWN ON SHT C-3.

3. EACH FAN TO BE DEMOLISHED AFTER STARTUP OF NEW BIOFILTERS. SAME FOR EXISTING FANS LOCATED AT PRIMARY CLARIFIER NO.1 AND NO.2.

EXISTING FAN F-120 [

EXISTING FAN AT AERATION BASIN C-4

**MONTGOMERY WATSON** 

Portland, Oregon

1/2 (PROJECT MANAGER'S NAME) LICENSE NO. DATE

(ODAPANY OFFICER'S NAME) LICENSE NO. DATE THIS BAR DOE: NONE DRAWN DPR CHECKED GSH DESCRIPTION

THIS FAN IS PROVIDED POWER FROM EXISTING BLOWER BUILDING

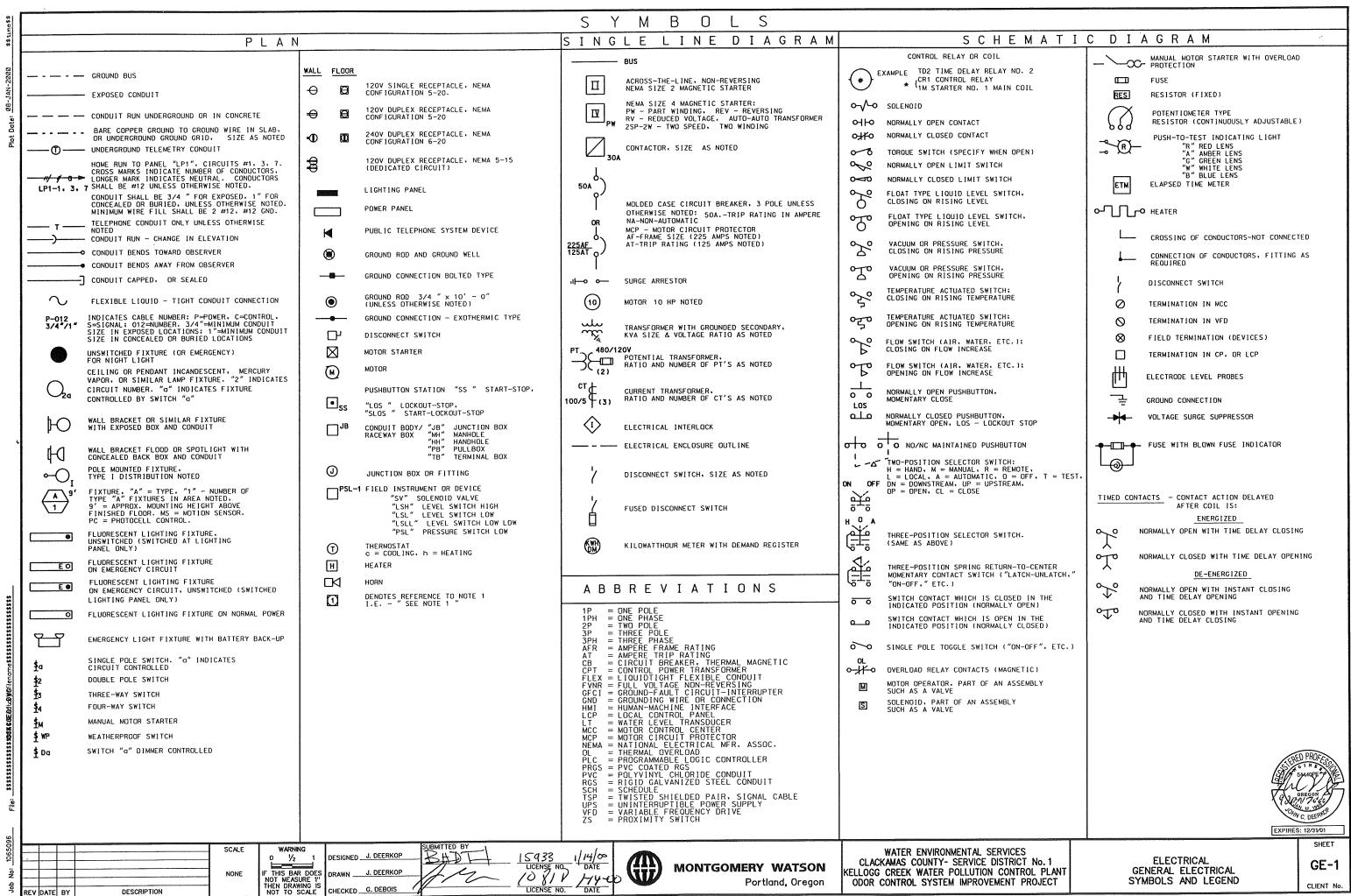


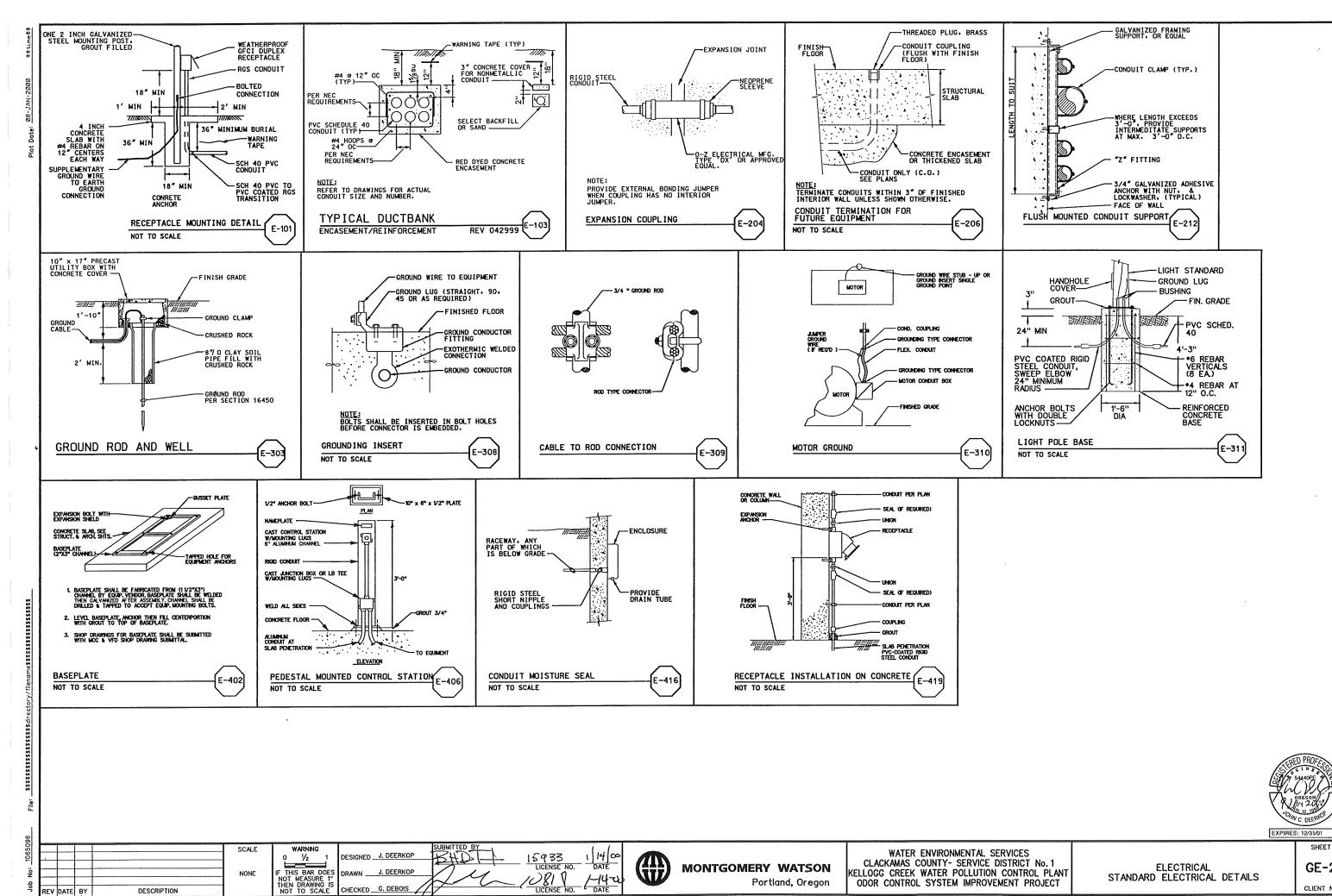
WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

MECHANICAL EXISTING BLOWERS - PHOTOS

1M - 7CLIENT No.

SHEET





J. DEERKOP

CHECKED G. DEBOIS

NONE

DESCRIPTION

REV DATE BY

**MONTGOMERY WATSON** 

Portland, Oregon

KELLOGG CREEK WATER POLLUTION CONTROL PLANT

ODOR CONTROL SYSTEM IMPROVEMENT PROJECT

ELECTRICAL GE-2 STANDARD ELECTRICAL DETAILS CLIENT No.

35555555555555555555555555555555555555	
E	
5096	

1	P-111, P-211, P-510
2	P-1101A, P-1106
3	P-132, P-232, C-331
4	P-122, P-222, C-321
(5)	P-112, P-212, C-311
<b>6</b>	P-511
7	P-1101B, P-1107, P-1108, P-1109, C-590
(8)	P-1103A, C-591
9	P-1103B, C-592
(10)	P-512, C-590A
(11)	P-1103C, C-593
(12)	P-513, C-590B
(13)	P-1101C, P-1110

CONDUITS IN DUCTBANK

DUCT **BANK** 

I POW	CONDUIT			The state of the s	
NO.	NO.	FROM	то	CONDUIT SIZE	CONDUCTORS
1	P-010	Transformer T-2	Existing Manhole	Existing 4"	3-#1/0, 15kV, 133% Insulation
2	P-011	Existing Manhole	Transformer T-4	2-4"	3-#1/0, 15kV, 133% Insulation
3	P-020	Existing Manhole	Transformer T-3	Existing 4"	3-#1/0, 15kV, 133% Insulation
4	P-021	Transformer T-4	Existing Manhole	2-4"	3-#1/0, 15kV, 133% Insulation
5	P-100	Transformer T-4	MCC-7	3"	3-300kCMIL, 1-#2/0 GND
6	P-110	MCC-7	Iso. Transformer T-ME-1	4"	6-250kCMIL, 1-#2 GND
7	P-120	MCC-7	Iso. Transformer T-ME-2	4"	6-250kCMIL, 1-#2 GND
8	P-130	MCC-7	Iso. Transformer T-ME-3 (FUT)	4"	NONE
9	P-111	MCC-7	JB-P-110	4"	6-#2/0, 1-#3 GND
10	P-112	JB-P-110	1-ME-1	2-1/2"	3-#2/0, 1-#3 GND
11	P-122	JB-P-110	1-ME-2	2-1/2"	3-#2/0, 1-#3 GND
12	P-132	JB-P-110	1-ME-3 (FUTURE)	2-1/2"	Pull String
13	P-211	MCC-7	JB-P-210	2"	4-#10, 1-#10 GND
14	P-212	JB-P-210	1-ME-1	1"	2-#10, 1-#10 GND
15	P-222	JB-P-210	1-ME-2	1"	2-#10, 1-#10 GND
16	P-232	JB-P-210	1-ME-3 (FUTURE)	1"	Pull String
17	P-240	JB-P-210	Biofilter Blower Pad	2"	NONE
18	C-300	MCC-7	PLC/LCP-1	2"	30-#12, 1-#12 GND
19	C-310	MCC-7	JB-C-310	2"	8-#12, 1-#12 GND
20	C-310	JB-C-310	PBS-1	1"	4-#12, 1-#12 GND
21	C-311	JB-C-310	PBS-2	1"	4-#12, 1-#12 GND
22	C-331	JB-C-310	PBS-3 (FUTURE)	1"	Pull String
23	C-340	JB-C-310	Biofilter Blower Pad	2"	NONE
24	S-400	MCC-7	PLC/LCP-1	2"	6-#16TSP, 1-#12 GND
-	0.400	ince 7	1 20/201	-	12-#12, 6-#12 GND, 2-#10, 1-#10
25	P-510	LP-11	JB-P-510	3"	GND, 2-#8, 1-#8 GND
26	P-1101A	JB-P-510	Exterior Light	1"	2-#12, 1-#12 GND
27	P-1106	JB-P-510	Heat Trace Water Service	1"	2-#12, 1-#12 GND
	1 1100	55.1 5.15	11000 11000 11000		12-#12, 6-#12 GND, 2-#10, 1-#10
28	P-511	JB-P-510	JB-P-511	3"	GND, 2-#8, 1-#8 GND
29	P-1101B	JB-P-511	Exterior Light	1"	2-#12, 1-#12 GND
30	P-1103A	JB-P-511	Exterior Receptacles cells 1	1"	2-#12, 1-#12 GND
31	P-1103B	JB-P-511	Exterior Receptacles cells 2	1"	2-#12, 1-#12 GND
32	P-1107	JB-P-511	Sampler Pump	1"	2-#8, 1-#8 GND
33	P-1108	JB-P-511	Hot Box, Irrigation Backflow	1"	2-#10, 1-#10 GND
34	P-1109	JB-P-511	Biofilter Irrigation Controller	1"	2-#12, 1-#12 GND
35	P-512	JB-P-511	JB-P-512	1 1/2"	6-#12, 3-#12 GND
36	P-1103C	JB-P-512	Exterior Receptacles cell 3	1"	2-#12, 1-#12 GND
37	P-513	JB-P-512	JB-P-513	1 1/2"	4-#12, 2-#12 GND
38	P-1101C	JB-P-513	Exterior Light	1"	2-#12, 1-#12 GND
39	P-1105A	JB-P-513	Exterior Receptacles cells 4	1"	2-#12, 1-#12 GND
40	P-1105B	JB-P-513	Exterior Receptacles cells 5	1"	2-#12, 1-#12 GND
41	P-1105C	JB-P-513	Exterior Receptacles cells 6	1"	2-#12, 1-#12 GND
42	P-1110	JB-P-513	Landscape Irrigation Controller	1"	2-#12, 1-#12 GND
43	C-590	Biofilter Irrigation Controller	JB-P-511	PER B.I.C. MFR.	PER B.I.C. MFR.
44	C-591	JB-P-511	Biofilter #1 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
45	C-592	JB-P-511	Biofilter #2 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
46	C-590A	JB-P-511	JB-P-512	PER B.I.C. MFR.	PER B.I.C. MFR.
47	C-593	JB-P-512	Biofilter #3 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
48	C-590B	JB-P-512	JB-P-513	PER B.I.C. MFR.	PER B.I.C. MFR.
49	C-594	JB-P-513	Biofilter #4 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
50	C-595	JB-P-513	Biofilter #5 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
51	C-596	JB-P-513	Biofilter #6 Irr. Control Valves	PER B.I.C. MFR.	PER B.I.C. MFR.
52	P-602	Exist. MCC-1A	LCP-2-ME-2	1"	3-#12, 1-#12 GND
53	P-601	LCP-2-ME-2	LCP-2-ME-1	1"	3-#12, 1-#12 GND
54	P-611	LCP-2-ME-1	2-ME-1	3/4"	3-#12, 1-#12 GND
55	P-612	LCP-2-ME-2	2-ME-2	3/4"	3-#12, 1-#12 GND
56	C-630	PLC/LCP-1	JB-C-601	1"	4-#12, 1-#12 GND
57	C-631	JB-C-601	LCP-2-ME-1	1"	2-#12, 1#12 GND
58	C-632	JB-C-601	LCP-2-ME-2	1"	2-#12, 1#12 GND
59	C-641	LCP-2-ME-1	Flow Switch FS-1	3/4"	2-#12, 1#12 GND
60	C-642	LCP-2-ME-2	Flow Switch FS-2	3/4"	2-#12, 1#12 GND

				ELE	ECTRICAL LUMINAIRE SCHEDULE	
SYMBOL	TYPE	LAMPS	No. OF LAMPS	MANUFACTURER	CATALOG NO., POWER	DESCRIPTION
<b>~</b> O	W1	100W HIGH PRESSURE SODIUM	1	HOLOPHANE	POLE & FIXTURE: CAZSQ14J/1A/ SMST-100HP-12-BZ-PM, 120VAC, 120WATTS	POLE SHALL BE 4 INCH SQUARE ALUMINUM 14 FOOT SHAFT, RATED FOR 80 MPH WIND VELOCITY, AND SHALL INCLUDE HANDHOLE, BASEPLATE, ANCHOR BOLTS AND 5 3/4" ADAPTER ARM MOUNT FOR FIXTURE, AND BUILT-IN LIGHT SWITCH. FIXTURE SHALL HAVE AN ALUMINUM BODY AND GLASS REFLECTOR WITH IES "CUTOFF" DESIGNATION. EASY ACCESS HINGED DOOR WITH QUARTER TURN FASTENERS. A WEATHERPROOF LIGHT SWITCH SHALL BE INSTALLED ON THE POLE TO MATCH THE EXISTING POLES. NORMAL POWER FACTOR, -20 DEG. F BALLAST. U.L. LISTED FOR WET LOCATIONS.



ELECTRICAL ELECTRICAL SCHEDULES

GE-3

CLIENT No.

WARNING 1/2 SCALE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE NONE

DESCRIPTION

DESIGNED J. DEERKOP

WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY- SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
ODOR CONTROL SYSTEM IMPROVEMENT PROJECT MONTGOMERY WATSON Portland, Oregon

## NOTES:

- 1. GROUND ALL ELECTRICAL EQUIPMENT, ENCLOSURES, RACEVAYS, AND EXPOSED METAL, PER NATIONAL ELECTRIC CODE.
- 2. FURNISH, INSTALL AND CONNECT NEW EQUIPMENT, SUPPORTS, AND APPURTENANCES. ALL EQUIPMENT, CONDUIT AND CONDUCTORS ARE NEW UNLESS NOTED OTHERWISE.
- 3. CABLE CALLOUTS LIST MINIMUM CONDUIT FOR "EXPOSED"/"BURIED OR CONCEALED" INSTALLATION. SEE DRAWING 1E-5 FOR CONDUIT ROUTING.
- FURNISH, INSTALL AND CONNECT NEW TRANSFORMER T-4. INSTALL NEW CONDUITS FROM T-4 TO EXISTING MANHOLE. DE-ENERGIZE 12. 47KV LINE AND REMOVE EXISTING CONDUCTORS FROM T-2 TO T-3, FURNISH, INSTALL AND CONNECT NEW CONDUCTORS FROM T-2 TO T-4 AND FROM T-4 TO T-3. COORDINATE DE-ENERGIZATION PERIODS WITH PLANT PERSONNEL TO MINIMIZE DISRUPTIONS.
- 5. AREAS WITHIN THREE FEET OF THE ODOR CONTROL BLOWERS AND PIPING ARE CLASSIFIED AS HAZARDOUS CLASS 1, DIV. 2, GROUP D AREAS. ALL ELECTRICAL WORK WITHING THOSE AREAS MUST MEET THE NEC REQUIREMENTS.

SALLOPE EXPIRES: 12/31/01

SCALE WARNING
0 1/2 1

NONE IF THIS BAR DOES NOT MEASURE 1º THEN DRAWING IS
REV DATE BY DESCRIPTION NOT TO SCALE

DESIGNED J. DEERKOP

DRAWN J. DEERKOP

CHECKED G. DEBOIS

SUBMITTED BY

LICENSE NO. DATE

UCENSE NO. DATE

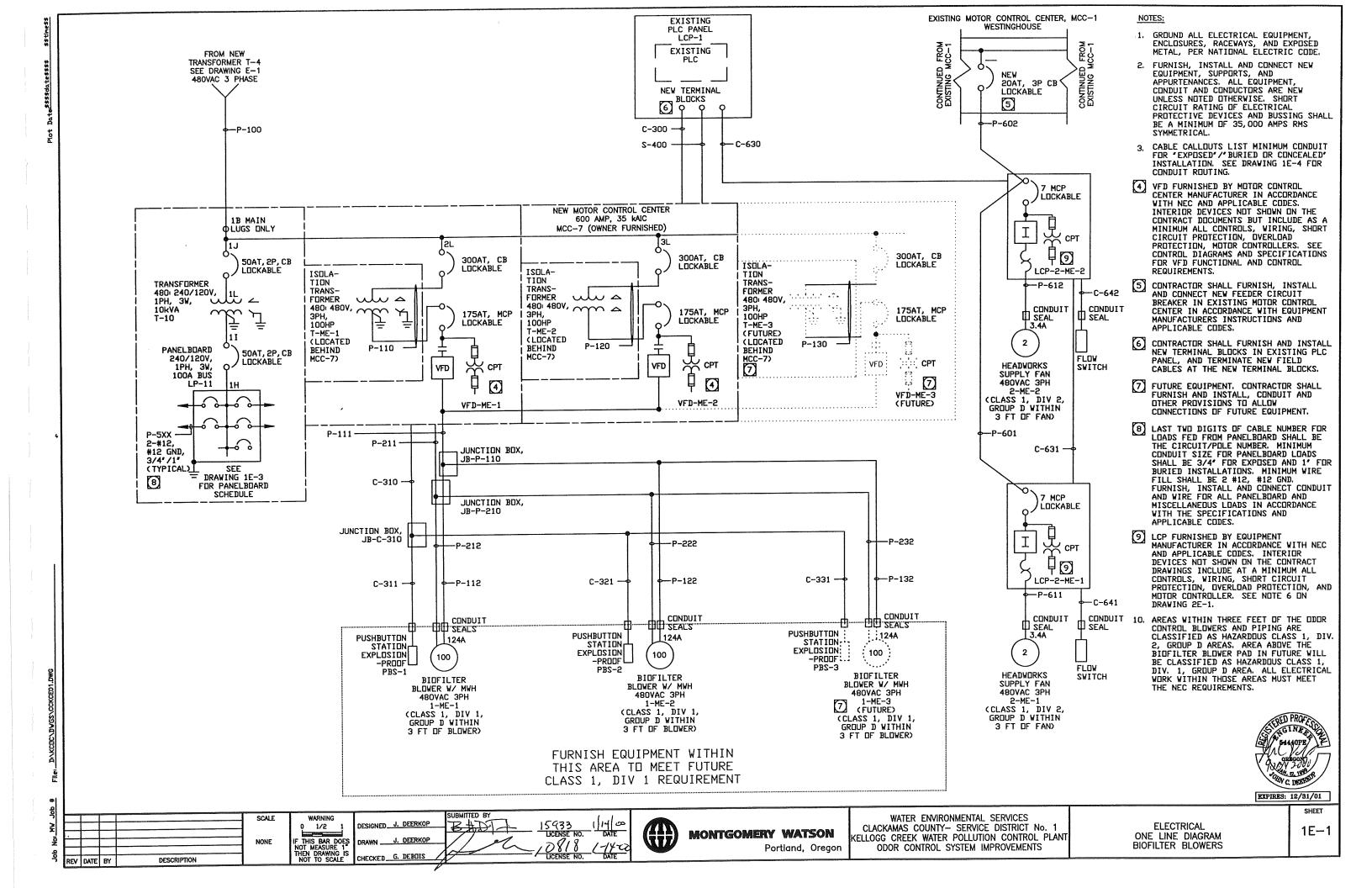


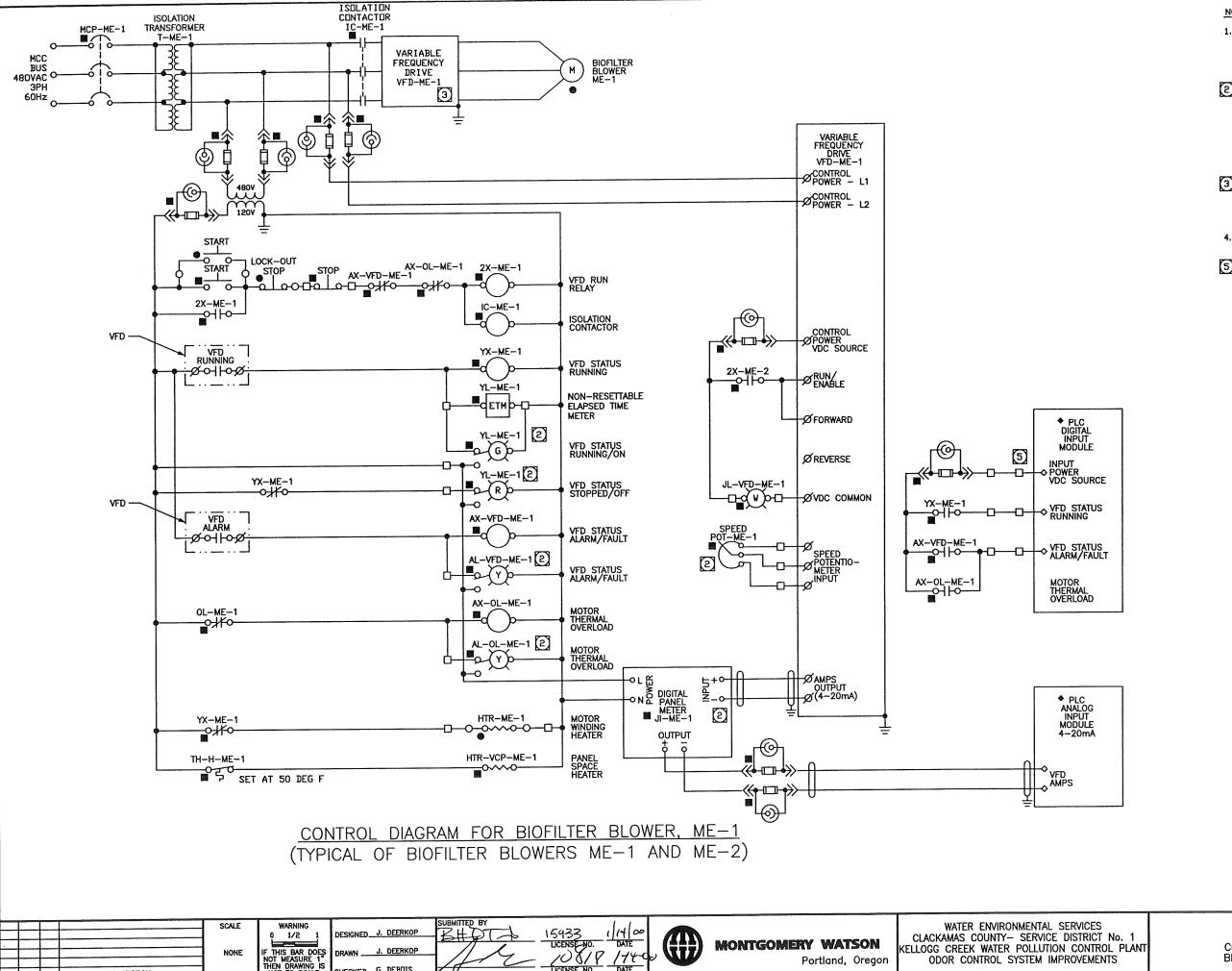
MONTGOMERY WATSON
Portland, Oregon

WATER ENVIRONMENTAL SERVICES
CLACKAMAS COUNTY— SERVICE DISTRICT No. 1
KELLOGG CREEK WATER POLLUTION CONTROL PLANT
ODOR CONTROL SYSTEM IMPROVEMENTS

ELECTRICAL ONE LINE DIAGRAM 12.47kV SYSTEM SHEE

E-1





NOT MEASURE THEN DRAWING IS NOT TO SCALE

REV DATE BY

DESCRIPTION

CHECKED G. DEBUIS

- 1. SEE DRAWINGS E-1 AND 1E-1 FOR ADDITIONAL NOTES AND DELINEATION OF SCOPE OF CONTRACT. ALL NOTES ON DRAWINGS E-1 AND 1E-1 APPLY TO THIS
- VARIABLE FREQUENCY DRIVE SPEED AND STATUS INDICATOR FUNCTIONS MAY BE PROVIDED BY DOOR MOUNTED ALPHA-NUMERIC DISPLAY AT MANUFACTURERS OPTION IF ALL THE INDICATED FUNCTIONS ARE DISPLAYED AND DRY RELAY CONTACTS AND 4-20mA DUTPUTS ARE AVAILABLE FOR USE BY THE
- THE VARIABLE FREQUENCY DRIVE SHALL BE PROGRAMMED TO RAMP THE SPEED DUTPUT WHEN STARTING. VFD SHALL NOT AUTOMATICALLY RE-START AFTER POWER RESTORATION FOLLOWING A POWER DUTAGE.
- 4. DEVICE SUFFIX ME-1 SHALL BE CHANGED TO ME-2, FOR BIOFILTER BLOWER ME-2.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW TERMINAL BLOCKS IN EXISTING PLC PANEL, AND TERMINATE NEW FIELD CABLES AT THE NEW TERMINAL BLOCKS.

	LOCATIONS	JE	RHINALS
•	FIELD	0	FIELD
	MCC-7		MCC-7
	VFD	ø	VFD
•	PLC/LCP-1	<b>♦</b>	PLC

EXPIRES: 12/31/01

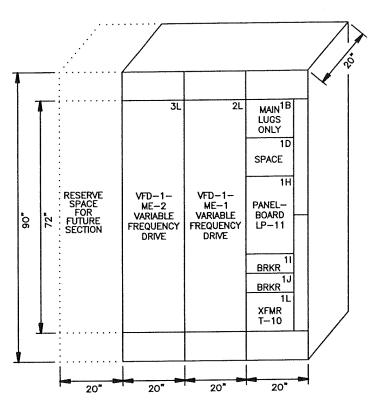
**ELECTRICAL** CONTROL DIAGRAM BIOFILTER BLOWER

KELLOGG CREEK WATER POLLUTION CONTROL PLANT

ODOR CONTROL SYSTEM IMPROVEMENTS

Portland, Oregon

SHEET 1E-2



MCC-1B SECTION 3 ME-2 (NOT TO SCALE) 2 IL-VFD AL-VFD YL-VFD AL-OL XX XX XX ETM []]

480V MOTOR CONTROL CENTER FRONT ELEVATION MCC-7(OWNER FURNISHED)

240/120 VOLTS			1	РΗ												
MAIN LUGS ONLY			3 '	W			PAN	ELE	BOAL	RD:	LP-	11				FEED: BOTTOM
		1	00	Α				LOC	ATIO	:NC	MC	C-7				MOUNTING: INSIDE MCC
LOAD DESCRIPTION		VA .A P	h.B	LTG.	MIS.	CIR.	BKR.		BKR.	CIR.	MIS.	LTG	kVA Ph.A	Ph.B	LOAD DE	SCRIPTION
EXTERIOR LIGHT, LT-1,2,3		6	mm	Х	1	1	15	++	20	2					GFCI-B	SPARE
EXTERIOR RECPTS, CELL 1,2,3 GFG	i 께	1	.08	;	X	3	20	]++	20	4					GFCI-B	SPARE
EXTERIOR RECPTS, CELL 4,5,6 GFG	1.0	8		7	ΧŢ	5	20	]++	20	6	Х		0.16		GFCI-B	HEAT TRACE, WATER SERVICE
SAMPLER PUMP		1	.84		X	7	30	]++	20	8	X			0.16	GFCI-B	HEAT TRACE, IRRGTN BACKFLW
BIOFILTER IRRIGATION CONTROLLER	0.1	5			X	9	15	]++	15	10	Х		0.15		LANDS	CAPE IRRIGATION CONTROLLER
SPARE						11	20	]++	15	12					GFCI-B	SPARE
SPARE						13	20	1#	15	14						SPARE
SPARE						15	20	144	20	16						SPARE
SPARE						17	20	144	20	18						SPARE
Or 7 WE	1.7	79 2	.92			ТО	TAL		TO	ΓAL			0.31	0.16		
	PH	I. LC	AD		T	OTA	L LC	AD							•	
	2.1	10 3	80.					5.18	kVA	ι .						

LEGEND (FOR PANELBOARD SCHEDULE ONLY)
BKR. = CIRCUIT BREAKER TRIP RATING
CIR. = CIRCUIT NUMBER (POLE)
CKT = LIGHTING CIRCUIT NUMBER, SEE LIGHTING DRAWINGS
GFCI = GROUND FAULT CURRENT INTERRUPT CIRCUIT BREAKER
GFCI-B = CLASS B (30MA TRIP) GFCI

LTG. = LIGHTING FIXTURES CONNECTED TO CIRCUIT
MIS. = MISCELLANEOUS LOADS CONNECTED TO CIRCUIT

REC. = RECEPTACLES CONNECTED TO CIRCUIT SWD = SWITCH DUTY CIRCUIT BREAKER

				SCALE	WARNING
					0 1/2 1
	-			NONE	IF THIS BAR DOES
				,,,,,,	NOT MEASURE 1" THEN DRAWING IS
v	DATE	BY	DESCRIPTION		NOT TO SCALE

DRAWN J. DEERKOP  CHECKED G. DEBOIS  LICENSE NO.  LICENSE NO.	15933 UCENSE NO.
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**MONTGOMERY WATSON** Portland, Oregon

WATER ENVIRONMENTAL SERVICES CLACKAMAS COUNTY- SERVICE DISTRICT No. 1 KELLOGG CREEK WATER POLLUTION CONTROL PLANT ODOR CONTROL SYSTEM IMPROVEMENTS

**ELECTRICAL** PANEL ELEVATIONS

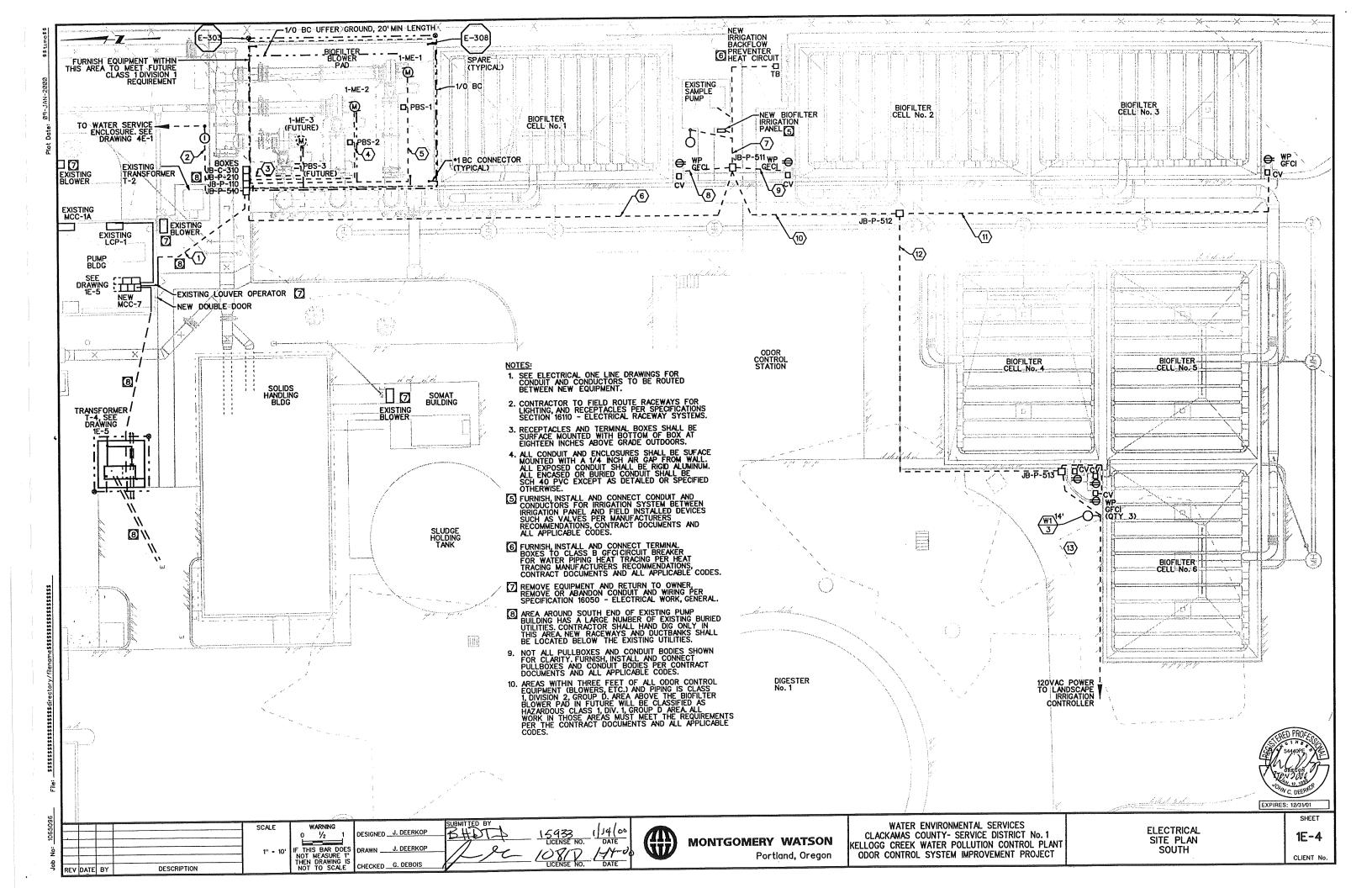
TYARIABLE FREQUENCY DRIVE SPEED AND STATUS INDICATOR FUNCTIONS MAY BE PROVIDED BY DOOR MOUNTED ALPHA-NUMERIC DISPLAY AT MANUFACTURERS OPTION IF ALL

THE INDICATED FUNCTIONS ARE DISPLAYED, AND DRY CONTACTS AND 4-20mA OUTPUTS ARE AVAILABLE FOR USE BY THE PLC INPUTS.

[2] MOUNTING HEIGHT FOR ALL CONTROLS SHALL BE NO HIGHER THAN 5'6' ABOVE FINISHED FLOOR, THE MOUNTING HEIGHT SHALL INCLUDE THE HEIGHT OF THE PANEL HOUSE KEEPING PAD AND ANY BASE.

EXPIRES: 12/31/01

SHEET 1E-3





## INVITATION TO BID #2024-87 Kellogg Creek Water Resource Recovery Facility (WRRF) Biofilter Media ADDENDUM NUMBER 1 October 7, 2024

On September 12, 2024, Clackamas County ("County") published Invitation to Bid #2024-87 ("BID"). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

- 1. The closing date of the Bid is hereby changed from October 10, 2024 at 2:00PM to October 16, 2024 at 3:00PM
- 2. The following change is made to the **Project Information**, **Plans**, **Specifications and Drawings** page under Key Dates:

WES Operations and Maintenance staff have clarified they would prefer this work to be performed during the upcoming wet weather season to better align with other ongoing projects. Work may begin as soon as NTP is issued and must be complete prior to May 1, 2025.