



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 15, 2019

Department: Business Services

Agenda Planning Date: 5/9/19

Time required: 10

☐ Audio/Visual aids

Contact: Colleen Coons-Chaffins

Phone: 503-373-4426

Department Head Signature:

TITLE

Marion County Courthouse Square Fire Alarm Upgrade

Issue, Description & Background

To bring Courthouse Square Building in compliance with local commercial fire safety codes with installation of audible horns and strobes.

Financial Impacts:

Not to exceed CIP 18-024 budget of \$200,000.

Impacts to Department & External Agencies

No impacts to other departments outside of Business Services.

Options for Consideration:

1. Approve the Certified Systems, Inc Design-Build Contract
2. Withhold approval of the Certified Systems, Design-Building Contract

Recommendation:

Business Services staff recommends approval of the Certified Systems Inc Contract

List of attachments:

Certified Systems Contract

Presenter:

Colleen Coons-Chaffins, Larry Tilford

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Tina Toney, Business Services ttoney@co.marion.or.us



Contract #: BS-2836-19

Department: **Business Services**

Date Sent: **Friday, May 3, 2019**

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Contractor's Name: **Certified Systems, Inc**

Expires: January 31, 2020

Amendment Amount:

New Contract Total:

#

☒ Board Order# 18-092

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date:

☐ Insurance Waiver (attach)

☒ CIP# (required for all goods /software greater than \$5,000)☐ Feasibility Determination (attach approved form)☐ Federal Funds (attach sub-recipient / contractor analysis)☐ Reinstatement (attach written justification)☐ Retroactive (attach written justification)

On Wednesday, September 12, 2018 Business Services-Facilities Management was granted an exemption to an alternative competitive process pursuant to the Marion County Public Contracting Rules to solicit Design-Build proposals for the Courthouse Square Fire Alarm System Upgrade (Order No. 18-092)

On January 24, 2019 Business Services advertised for a Design-Build firm to provide both the design and construction/installation to bring Courthouse Square in compliance with local commercial fire safety codes with installation of audible horns and strobes.

FOR FINANCE USE

BOC Planning Date:

Date Legal Received:

Comments:

REQUIRED APPROVALS:

Date _____

Risk Manager

Date _____

Legal Counsel

Date

Chief Administrative Officer

Date _____

Date _____

☐ To be filed

☐ Added to master list

☐ Returned to Department for signatures



DESIGN-BUILD AGREEMENT

THIS AGREEMENT IS BETWEEN:

OWNER:

**Marion County, acting by and through the
Business Services Department, Salem Area
Mass Transit and the Courthouse Square
Condominium Association**

and

DESIGN-BUILD CONTRACTOR

**Certified Systems, Inc.
323 Holly Street
Junction City, OR 97448**

The Project is:

**Fire Alarm System Upgrade Courthouse Square
Salem, Oregon**

Design-Build Contractor's Representative is:

**Jared Reed
Project Manager
Certified Systems, Inc.
(541) 343-1608**

Owner's Representative is:

**Colleen Coons-Chaffins
Business Services Director
(503)373-4426**

RECITALS

WHEREAS, Owner has a certain building located in the city of Salem, Marion County, Oregon, and wishes to construct the Marion County Courthouse Square ("CH2 Fire Alarm Upgrade") Project; and wishes to upgrade the fire alarm system bring it up to current code standards; and

WHEREAS, Owner has developed certain design and performance requirements for the fire alarm system and the planned design and construction project requires acquisition of all required permits and the design and construction labor, services, materials and other Work, associated with the CH2 Fire Alarm Upgrade Project (collectively, "the Project"); and

WHEREAS, Owner requires final completion of the Project, and full and unrestricted use of the System, by January 31, 2020; and

WHEREAS, Owner requires a design-build contractor to perform all design services, construction work necessary for completion of the Project within the time specified and in accordance with Owner's design and performance requirements and other terms and conditions of the Contract described herein; and

WHEREAS, the Design-Build Contractor is prepared to complete such design services and construction work within the time allotted and under the terms and conditions set forth in the Contract described herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Owner and Design-Build Contractor (the Parties") agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

1. Agreement – Article 1 – General Provisions
 - 1.1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as additional promises, representations and warranties of the Parties as though set forth fully herein.
 - 1.2. **Contract and Contract Documents.** The contract between the Parties (the "Contract") consists of this document entitled, "Design-Build Agreement," and the documents listed in Article 12, together with such Contract amendments and change orders as the Parties may execute hereafter (the "Contract Documents"), all of which are incorporated herein by this reference and made a part hereof for all purposes. This Contract is intended to reflect the entire understanding of the Parties as to their respective rights and responsibilities concerning the subject matter thereof. There are no understandings, agreements, representations or inducements, oral or written, not incorporated therein.
 - 1.3. **Effective Date.** The Contract shall become effective on the date on which each Party has signed this Design-Build Agreement and the Contract has received all necessary approvals (the "Effective Date").
 - 1.4. **Defined Terms.** Unless defined in this Article 1.4 or elsewhere in the body of this Design-Build Agreement, capitalized terms in the Contract Documents shall have the meaning set forth in Section A.1 of the General Conditions.
 - 1.4.1. "Agreement" means this page document entitled, "Design-Build Agreement" excluding exhibits and material incorporated herein by reference.
 - 1.4.2. "Authorities" means Federal, State, and Local governmental or regulatory authorities having jurisdiction over the Work, the Project, and the Project Site.
 - 1.4.3. "Construction Documents" means Plans, Specifications and other documents setting forth in detail the specific requirements for construction of the Project.
 - 1.4.4. "Construction Services" means the construction services and work to be performed by the DBC, as more particularly described in Article 2.1 of this Agreement.
 - 1.4.5. "Consultants" means individuals identified in **Exhibit F** attached hereto, performing services for the Design-Build Contractor on the Project with the approval of Owner.

- 1.4.6. "Contract Price" is defined in Article 5.1 of this Agreement.
- 1.4.7. "Design-Build Contractor" or "DBC" has the same meaning as "Contractor" wherever that term is used in the General Conditions or in any other part of the Contract.
- 1.4.8. "Design Services" means the design services to be performed by the DBC, as more particularly described in Article 2.1 of this Agreement.
- 1.4.9. "Design Development Documents" means those interim submissions developed in conformity with the Special Provisions and Legal Requirements during the Design Development Services phase, including design concepts, Plans, and Specifications that have not yet been finalized after review provision of all testing and approval by Owner.
- 1.4.10. "General Conditions" means the State of Oregon General Conditions for Public Improvement Contracts (July 21, 2017).
- 1.4.11. "General Conditions Work" means that portion of Work required to support construction operations that is not included within overhead or general expense but is called out as fixed General Conditions Work in Articles 5.1.3.
- 1.4.12. "Guaranteed Maximum Price" or "GMP" means the maximum price to be paid to DBC under this Contract, as determined in accordance with Article 5, and as it may be adjusted from time to time pursuant to provisions of this Contract.
- 1.4.13. "Laws" or "Legal Requirements" means statutes, regulations, ordinances, building codes, permit conditions, and lawful orders of public authorities, issued by federal, State, and local governmental or regulatory authorities having jurisdiction over the Work, the Project, and the Project Site.
- 1.4.14. "County" or "Owner" means the Marion County on behalf of the Business Services Department.
- 1.4.15. "Owner's Representative" has the same meaning as "Owner's Authorized Representative" in Section A.1 of the General Conditions.
- 1.4.16. "Project" means the design and construction of the Fire Alarm System Courthouse Square project.
- 1.4.17. "Project Specifications and Owner Requirements" are minimum Contract requirements with which the DBC must comply, and are included in the Special Provisions.
- 1.4.18. "Special Provisions" includes Project Specifications and Owner Requirements, all of which are located in **Exhibit D** to this Agreement.
- 1.4.19. "Value Engineering" means alterations in design, materials, methods, finishes, or techniques jointly agreed upon by Owner and the Design-Build Contractor regarding the design or construction of the Project that result in cost savings, improved efficiency, or enhanced sustainability.
- 1.4.20. "Work" means all Design Services, all Construction Services and all other services and work required to be performed by DBC under this Agreement.
- 1.5. **Plans and Specifications.** Plans and Specifications shall be prepared by the Design Build Contractor; reference to Plans and Specifications or design in the General Conditions shall mean the solicitation documents included in **Exhibit I**. Owner may employ a consultant to perform any of Owner's obligations or duties under Article 2 of this Agreement.
- 1.6. **Indemnity Regarding "Architect/Engineer".** Included among the entities and persons covered by the indemnification provision in Section G.1.2 of the General Conditions is the "Architect/Engineer". Given that this Agreement is a design-build agreement, Design Build Contractor and Owner agree that the **Section G.1.2** indemnification would not include the "Architect/Engineer", as that term is defined in **Section A.1 of the General Conditions**, to the extent Design-Builder or its Consultants are performing the design services; provided, however, the indemnification provision does apply to the "Architect/Engineer" to the extent an employee or agent of Owner, including the "Owner's Authorized Representative", is performing other functions or duties of the "Architect/Engineer", including contract administration and project management.

ARTICLE 2

DESIGN AND CONSTRUCTION SERVICES

2. Article 2 – Design and Construction Services

2.1. **General Standards for the Work.** Concerning the general standards and terms of performance for all design services identified in Article 2.2 of this Agreement (the "Design Services") and all Construction Services identified in Articles 2.3 and 2.4 of this Agreement (the "Construction Services"), the Parties agree as follows:

- 2.1.1. All Design Services constituting the practice of architecture shall be provided by a duly-qualified and Oregon-licensed architect either employed by the DBC or hired by the DBC to act as a Consultant. All Design Services, if any, constituting the practice of engineering shall be provided by a duly-qualified and Oregon-licensed engineer either employed by the DBC or hired by the DBC to act as a Consultant. Because the expertise of the DBC's designated Architect(s) and Engineer(s) was a material consideration in Owner's selection of the DBC, the DBC agrees that it shall not substitute its Architect(s) or Engineer(s) without Owner's prior consent. The DBC also agrees to support Owner's efforts to create a collaborative and cooperative team between the DBC's Representative, its design professionals and Consultants, and Owner's Representative. The DBC, however, shall remain solely liable to Owner for proper completion and timely delivery of all Design Services required under the Contract.
- 2.1.2. The DBC shall provide and perform all Design Services and all Construction Services in good faith and as expeditiously as is consistent with the highest professional skill, care and the orderly progress of the Work.
- 2.1.3. Within fourteen (14) Days of issuance of Notice to Proceed, the DBC shall submit for Owner's approval the detailed and finalized schedule for the performance of Design Services (the "Design Schedule"), which shall be incorporated into the Contract automatically upon Owner's approval and labeled **Exhibit G**. The Design Schedule shall be based upon Attachment 6 to the DBC's Offer, and shall include allowances of at least fourteen (14) Days for Owner's review and for approval of submittals by the Authorities. Once Owner has approved it, the DBC shall not exceed the time limits established in the Design Schedule. Within twenty one (21) Days after Owner approves the Design Schedule, the DBC shall submit for Owner's approval the detailed and finalized schedule for the performance of the Construction Services (the "Construction Schedule"), which shall be incorporated into the Contract automatically upon Owner's approval and labeled **Exhibit H**. The Construction Schedule shall be based upon **Attachment 6** to the DBC's Offer. Once Owner has approved it, the DBC shall not exceed the time limits established in the Construction Schedule. (The Design and Construction Schedules are collectively referred to hereafter from time to time as the "Project Schedule"). Both the Design Schedule and the Construction Schedule shall become Contract Documents upon their approval by Owner.
- 2.1.4. The DBC's Representative shall be reasonably available to Owner's Representative for the duration of the Project, and shall have the expertise and experience required to supervise the Work. The DBC's Representative shall communicate regularly with Owner's Representative, and shall have the authority to act on behalf of the DBC in all things relating to performance of the Contract. The DBC's Representative may not be replaced prior to Final Completion without Owner's prior consent.
- 2.1.5. Within seven (7) Days of execution of the Agreement, Owner and the DBC will hold a pre-design-build conference to review the Project Specifications and Owner's Requirements, the Contract Documents, and conditions affecting the Work. The conference will also cover: 1) the roles of the Owner, Architects, Engineers, Consultants, and DBC; 2) the procedures to be followed for handling administrative matters, including applications for payment; 3) the procedures to be followed for resolving design questions, scheduling reviews, and communicating approvals; 4) the Project Schedule; 5) confirmation of the scope of the Work called for under the Contract Documents; and 6) such other matters as the Parties may wish to address. The location for the pre-design-build conference will be at a place designated by the Owner.
- 2.1.6. Subsequent to the pre-design conference, the DBC shall meet with the Owner as necessary to keep the Project on schedule, on budget, and to update the Contract Administrator's

representative or at the request of County for the duration of the Contract to review: 1) the Project Schedule; 2) design and construction questions, concerns and comments; 3) document submittal status; 4) design, construction and as-built Plans and Record Documents; and 5) any and all questions that have arisen. **The DBC acknowledges and affirms that in the event the DBC failed to notify Owner prior to the Effective Date of the Contract of discrepancies, conflicts, or ambiguities among the Contract Documents, or within any particular Contract Document, that the DBC recognized or reasonably should have recognized, the DBC shall be responsible for correcting the affected Work to meet Owner's intended requirements at no additional charge, and without additional Contract Time.**

2.1.7. Owner's review of, approval of, or response to, any of the matters presented at Owner/DBC meetings shall not relieve the DBC of its sole responsibility for design or of its obligation to complete the Work within Contract Time and within the interim deadlines established in the Project Schedule, and shall not be construed as relieving the DBC of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2. **Design-Build Work (Design Services).** The DBC agrees to provide all Design Services necessary to enable the DBC to complete the Construction Services in accordance with the Contract Documents and the following standards and requirements:

2.2.1. Preparation of Design Development Documents and Construction Documents. The DBC shall generate the Design Development Documents and, following review and comment on the Design Development Documents by the Owner and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the DBC shall prepare, for review and comment by the Owner, Construction Documents based on the completed Design Development Documents, consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the entire Project.

2.2.2. Design Development Documents.

2.2.2.1 The DBC shall prepare such additional Specifications as may be necessary, all of which shall comply with and implement the Special Provisions and Legal Requirements, and shall provide Plans based on the reviewed DBC Conceptual Plans, as revised by the DBC, which shall set forth all details necessary for construction of the Project and for the location and installation of utilities on the Project Site, including but not limited to the architectural, structural, mechanical and electrical details of the Project.

2.2.2.2 The DBC shall provide the Owner with an initial analysis of Legal Requirements applicable to the design of the Project, including a code analysis and itemization of required permits, approvals and authorizations pertaining to the Project, by the date established in the Project Schedule.

2.2.2.3 The DBC shall file with the proper Authorities all documents required for their review and approval, shall obtain all permits and authorizations, and shall pay for all filing, permit, review and other fees.

2.2.2.4 The DBC shall provide the Owner with copies of the Design Development Documents as they are completed, for review and comment by the Owner.

2.2.2.5 The DBC shall otherwise provide all necessary professional Design Services constituting the practice of architecture and engineering for the Design Development Phase. Such Design Services shall include, but are not limited to, the following:

2.2.2.5.1 In consultation with Owner, identify applicable building codes and administrative and permit-processing requirements relevant to the Project.

2.2.2.5.2 In consultation with Owner, evaluate Project Specifications, Owner Requirements and Laws, and with appropriate data and graphics, propose a design that complies with all Legal Requirements and satisfies Project Specifications and Owner Requirements, including space needs, budget, availability and adequacy of utilities, functional efficiency, energy efficiency, safety requirements, handicapped access to all spaces, etc.

2.2.2.6 In addition to the requirements of **Exhibit C** and **Exhibit I** submit to Owner the following documents, information and other data:

2.2.2.6.1 An updated Design Schedule delineating the schedule for development, submittal, and review of all phases of Design Development Documents and Construction

Documents;

2.2.2.6.2 Recommendations by Consultants (structural, mechanical, electrical, etc.) of the technical requirements necessary to implement Project Specifications and Owner Requirements, and to comply with all Legal Requirements;

2.2.2.6.3 Final Preliminary plans, elevations, and other drawings necessary to describe the entire scope of the Project.

2.2.2.6.4 Prepare Plans to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, acoustical and electrical systems, materials and appearances, and such other essentials as may be applicable to the Project or required by or for compliance with governing codes and ordinances and other Laws; and

2.2.2.6.5 Assure that the Project complies with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), latest version, as interpreted and required by Authorities during the permit process.

2.2.2.7 During development of the Design Development Documents and prior to final review of such documents, the DBC and Owner will collaborate on identifying, evaluating and implementing Value Engineering options that will have the effect of making the Project and the Facility more cost-effective, efficient, or sustainable for Owner.

2.2.3. Construction Documents (General):

2.2.3.1. The DBC shall provide such additional Specifications as may be necessary, all of which shall comply with and implement the Special Provisions and Legal Requirements, and shall provide Plans based on the reviewed Design Development Documents, which shall set forth all details necessary for construction of the Project and for the location and installation of utilities on the Project Site, including but not limited to the architectural, structural, mechanical, and electrical details of the Project.

2.2.3.2. The DBC shall provide the Owner with a final analysis of Legal Requirements applicable to the design of the Project, including a code analysis and itemization of required permits, approvals and authorizations pertaining to the Project, by the date established in the Project Schedule.

2.2.3.3. The DBC shall file with the proper Authorities any additional documents required for their approval, shall obtain all necessary permits and authorizations, and shall pay for all filing, permit, review, and other fees.

2.2.3.4. The DBC shall provide the Owner with copies of the Construction Documents as they are completed, as well as the record or "as built" Plans following completion of construction.

2.2.3.5. The DBC shall provide all necessary professional Design Services constituting the practice of architecture and engineering for the Construction Documents Phase of the Project design. Such Design Services shall include, but are not limited to, the following:

2.2.3.6. In addition to the requirements of **Exhibit C** and **Exhibit I**, submit to Owner the following documents, information and other data:

2.2.3.6.1. An updated Design Schedule delineating the schedule for development, submittal, and review of all phases of Design Development Documents and Construction Documents;

2.2.3.6.2. Final recommendations by Consultants (structural, mechanical, electrical, etc.) of the technical requirements necessary to implement Project Specifications and Owner Requirements, and to comply with all Legal Requirements;

2.2.3.6.3. Final plans, elevations, and other drawings necessary to describe the entire scope of the Project.

2.2.3.6.4. Prepare final Plans to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, acoustical and electrical systems, materials and appearances, and such other essentials as may be applicable to the Project or required by or for compliance with governing codes and ordinances and other Laws; and

2.2.3.6.5 Assure that the final Project design complies with the ADAAG, latest version, as interpreted and required by Authorities during the permit process.

2.2.3.7 During development of the Construction Documents and prior to final review of such documents, the DBC and Owner will collaborate on identifying, evaluating and implementing Value Engineering options that will have the effect of making the Project and the Facility more cost-effective, efficient, or sustainable for Owner. Finalization of the Construction Documents shall not preclude further identification and implementation by the DBC and Owner of additional Value Engineering options during construction.

2.2.3.7.1 In consultation with Owner, finally identify applicable building codes and administrative and permit-processing requirements relevant to the Project.

2.2.3.7.2 In consultation with Owner, evaluate Project Specifications, Owner Requirements and Laws, and with appropriate data and graphics, propose a design that complies with all Legal Requirements and satisfies Project Specifications and Owner Requirements, including space needs, budget, availability and adequacy of utilities, functional efficiency, energy efficiency, safety requirements, handicapped access to all spaces, etc.

2.2.4 Construction Documents (Specific). Upon notification of Owner's approval of the Design Development Documents and upon written authorization from Owner to proceed, the DBC, in compliance with the Special Provisions and Legal Requirements, shall otherwise prepare Construction Documents that:

2.2.4.1 Comply with all applicable Laws.

2.2.4.2 Set forth the specific requirements for construction of the Project, including, but not limited to, descriptions of materials and equipment, methods of installation, standards of workmanship and, in the appropriate section of the Specifications, a complete listing of all warranties.

2.2.5 Reimbursement for Extra Design Services. In addition to Construction Services change order Work paid for pursuant to other provisions of the Contract, Owner will reimburse the DBC for expenses associated with extra Design Services under the following circumstances:

2.2.5.1 Owner requests reproduction of documents in excess of the number required herein; reimbursement to be limited to the DBC's reproduction costs only.

2.2.5.2 Owner requests Design Services in excess of those identified or necessarily implied in the Contract Documents, but within the scope of the solicitation; provided, however, Owner and the DBC must execute a Contract Amendment and obtain all necessary State approvals before such extra Design Services shall be performed.

2.2.5.3 Owner requires a material change in design or construction after Owner has accepted the Plans and Specifications, which requires additional Design Services; provided, however, Owner and the DBC must execute a Contract Amendment and obtain all necessary State approvals before such extra Design Services shall be performed.

2.3 Design-Build Work (Construction Services—General). "The DBC shall perform the Construction Services described in the Contract Documents, in accordance and in compliance with the approved Design Services for the Project. The DBC shall provide all Construction Services necessary to furnish Owner with a complete, fully functional Facility, including all utility services and an access road, capable of being legally occupied and fully used for the purposes described in the Contract. The DBC shall perform the Construction Services as follows:

2.3.1 The DBC shall have complete control over and charge of, and shall be solely responsible for, construction means, methods, techniques, sequences and procedures, and for development and implementation of all safety procedures and a safety program in connection with the Work. The DBC shall be responsible for maintaining the Construction Schedule and for carrying out the Construction Services in accordance with the Contract Documents. The DBC shall be deemed to have complete control over and charge of acts and omissions of the design professionals, Consultants, subcontractors, and their agents and employees, and of all other persons performing portions of the Construction Services or on the Project Site with DBC's knowledge or permission for any purpose related to the Project.

2.3.2 The DBC's responsibility to provide the Construction Services under the Contract commences with the execution of this Agreement and terminates upon the DBC's satisfaction of all obligations set forth in the Contract, including those post-construction responsibilities enumerated in the Contract Documents.

2.3.3 The DBC shall supervise and administer all activities associated with performance of the Construction Services.

2.3.4 The DBC's duties, responsibilities and scope of authority, as set forth in the Contract, cannot be modified except by written Contract amendment executed by the Parties, and including all required State of Oregon approvals, if any.

2.3.5 Except as may otherwise be specified in this Agreement or in the Special Provisions, Owner will direct its communications to the DBC regarding Construction Services through the DBC's Representative.

2.3.6 At its own expense, the DBC shall correct Construction Services that do not conform to the Special Provisions, Construction Documents, and Legal Requirements.

2.3.7 The DBC warrants to Owner that materials and equipment incorporated into the Project, and all Construction Services performed, shall be of good quality, free from faults and defects, and in conformance with the Contract Documents.

2.3.8 The DBC shall comply with all Laws relating to the Project, including but not limited to ORS 455.010 through ORS 455.897, as amended, and rules adopted pursuant to those statutes.

2.3.9 The DBC shall keep the Development and Project Sites free from accumulation of waste materials or rubbish caused by the DBC's operations. At the completion of the Construction Services, the DBC shall remove from and about the Project Site all of the DBC's tools, equipment, machinery, surplus materials, waste materials and rubbish.

2.3.10 The DBC shall prepare change orders for Owner's approval and execution, and shall obtain Owner's written approval in the form of a change order, Contract amendment, or Owner's directive, for any changes, whether minor or material, within the scope of the Facility that differs from that defined in **Exhibit I**.

2.3.11 The Record Documents shall be delivered to Owner electronically and in paper format upon completion of the Construction Services, and as a condition to final payment. The DBC acknowledges that it bears sole responsibility to Owner for the accuracy of the information upon which the Record Documents are based.

2.3.12 In addition to constituting a "public improvement," Construction Services constitute a "public works" project for the purposes of the prevailing wage rate laws set forth at ORS 279C.800 through 279C.870. As required by ORS 279C.830, all workers performing Construction Services on the Project shall be paid not less than the specified minimum hourly rate of wage. A copy of the Oregon Bureau of Labor's current listings of the prevailing rates of wage applicable to the Construction Services to be performed has been attached hereto as **Exhibit E**.

2.3.13 The DBC shall take such precautions as may be required to ensure the safety of, and shall provide such protection as may be required to prevent damage, injury or loss to: 1) employees of Owner, employees of the DBC, and other persons who may be present on the Project Site or in a position to be affected by construction activities; 2) the Project Site, and all materials and equipment to be incorporated into the Project; and 3) other property at or adjacent to the Project Site.

2.3.14 The DBC shall be liable for injury to persons and damage or loss of property caused by the negligence, gross negligence, recklessness, willful, intentional, or otherwise wrongful acts or omissions of the DBC, anyone directly or indirectly employed by the DBC, its Consultants, subcontractors, agents, and all other persons performing portions of the Work or on the Project Site with DBC's knowledge or permission for any purpose related to performance of Design Services or Construction Services. This subparagraph shall in no way affect the applicability or diminish the scope of coverage of the bonds and insurance required under Subsections G.2 and G.3 of the General Conditions, as those coverages are modified by this Agreement, or diminish the scope or allocation of responsibility or the indemnity provided for under Subsection G.1 of the General Conditions.

2.4 Design-Build Work (Construction Services – Specific). DBC shall:

2.4.1 Attend a pre-construction conference at a site to be determined by Owner;

- 2.4.2 Provide general administration of the Construction Services;
- 2.4.3 Upon completion of the Construction Services, and at no additional cost to Owner, CAD drawings (Plans Only), but in no event larger than 30"x40", reflecting, significant changes in the Services made during construction based on marked-up prints, drawings and other data obtained by the DBC; and
- 2.4 Perform all other Services in accordance with the terms and conditions of the Contract.

ARTICLE 3

RELATIONSHIP AND ROLES OF THE PARTIES

3 Article 3 – Relationship and Roles of the Parties

3.1 Independent Contractor. The DBC is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.

3.2 Owner's Representative. Owner's Representative is Owner's exclusive representative with respect to the Contract, unless Owner designates another representative and notifies the DBC in writing of that designation. All communications from Owner to the DBC will be issued or made through Owner's Representative. Owner's Representative shall have the authority to establish procedures, consistent with the Contract, to be followed by the DBC, and to call periodic conferences to be attended by the DBC throughout the term of the Contract. Owner's Representative shall have no authority to amend the Contract, however, outside the change order process that is set forth in **Section D.1** of the General Conditions.

3.3 The DBC's Representative. The DBC's Representative shall be the DBC's exclusive representative to Owner with respect to the Contract, unless the DBC designates another representative and notifies Owner in writing of that designation. All communications from the DBC to Owner shall be issued or made through the DBC's Representative. The DBC's Representative shall have the authority to execute change orders and Contract Amendments on behalf of the DBC.

3.4 The DBC's Key Personnel. The DBC's personnel identified in **Exhibit F** shall be considered unique key personnel, and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the DBC intends to substitute key personnel, the DBC must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution. Upon Owner's approval, the original and replacement personnel shall work concurrently during a transition period of at least fifteen (15) Business Days. Owner has sole discretion to approve subsequent replacements.

3.5 The DBC's Consultants. The DBC's Consultants identified in **Exhibit F** shall be considered unique, and shall not be replaced during the Project without the written permission of Owner. If the DBC intends to substitute a Consultant, it must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution, and include the name of the proposed replacement. Owner shall be deemed to have consented to the employment of such Consultant unless Owner objects in writing within such 30-Day period; *provided that* if Owner subsequently discovers information which leads Owner to reasonably believe a Consultant selected by the DBC and approved by Owner is not qualified to perform the Work, the DBC shall promptly replace such Consultant upon the request of Owner.

3.6 The DBC's Subcontractors. Unless otherwise permitted in the Contract Documents, including the RFQ and RFP, the DBC shall use a competitive process to select subcontractors to perform the Work, and shall participate in such a competitive process to the extent it wishes to self perform portions of the Work. If DBC wishes to select subcontractors or offer to self perform the Work using any other type of selection process, DBC must first submit a description of such alternative process to COUNTY for approval. Except as approved in writing in advance by County, the DBC shall not permit selected subcontractors to further subcontract any portion of the Work.

3.7 The DBC's Architect. If the DBC intends to substitute its architect, the DBC must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution. Upon Owner's approval, the original and replacement architects shall work concurrently during a transition period of at least ten (10) Business Days. Owner has sole discretion to approve subsequent replacements.

ARTICLE 4

DATE OF COMMENCEMENT AND COMPLETION OF THE DESIGN

SERVICES AND THE CONSTRUCTION SERVICES

- 4 Article 4 – Date of Commencement and Completion of the Design Services and the Construction Services.

4.1 **Commencement of Work.** The DBC shall commence the Work contemplated by the Contract upon complete execution of the Agreement and receipt of Notice to Proceed.

4.2 **Completion of Project.** The DBC shall complete the Design Development Documents and Construction Documents (the permit set) on or before the dates set therefore in the Project Schedule approved by Owner. The DBC shall achieve Substantial Completion and Final Completion of the Construction Services by no later than the dates set therefore in the Project Schedule approved by Owner.

4.3 **Notice to Proceed.** Owner will issue its Notice to Proceed at time of Contract execution. Owner will authorize the DBC's commencement of the Construction Services following the DBC's completion of Construction Documents sufficient to enable construction based thereon.

4.4 **Time is of the Essence.** All time limits stated in the Contract Documents are of the essence. No provision of the Contract shall preclude recovery of actual damages for delay by either Party. Actual damages incurred by Owner in the event of late completion include but are not limited to: costs of temporary facilities for Owner and Owner's lessees, professional and legal fees and charges, and administrative expenses.

4.5 **Time for Performance.** This Agreement shall take effect on the Effective Date and the DBC shall perform the Contract through Project completion in accordance with the Project Schedule.

4.6 **"As-Built" Plans.** The DBC will deliver one complete set of "as built" Plans and other Record Documents to Owner with DBC's Notice of Substantial Completion.

4.7 **Punch List.** Owner's Representative will issue a complete Punch List of incomplete or defective items to the DBC within fourteen (14) Days after the DBC's submittal of the Notice of Substantial Completion. The DBC shall complete all Punch List items within fourteen (14) Days of receipt of the Punch List.

ARTICLE 5

COMPENSATION OF THE DESIGN-BUILD CONTRACTOR

- 5 Article 5 – Compensation of the Design-Build Contractor

5.1 **CONTRACT PRICE.** Owner will pay DBC the Contract Price as compensation for performing all Work under the Contract. The Contract Price is comprised of the actual Direct Cost of all Design and Construction Services (other than fixed General Conditions Work costs), plus the Fixed DBC Fee, plus the fixed General Conditions Work costs, but not exceeding the Guaranteed Maximum Price, as described below:

5.1.1 **Design Services.**

5.1.1.1 Site Planning Services.

5.1.1.2 Design Services.

5.1.1.3 Project Development Fees (permit acquisition costs, land use approval fees, geotechnical investigation costs, and the cost of all inspections, sampling, testing, and other laboratory analyses required by state and local building codes or the contract).

5.1.2 **Construction Services.**

5.1.2.1 Insurance and Bonds.

- 5.1.2.2 Direct Costs of Construction Services which includes all Direct Costs identified in Article 5.7 attributable to the performance of Construction Services other than fixed General Conditions Work costs accounted for in Article 5.1.3 and insurance and bond costs accounted for in Article 5.1.2.1. Direct Costs of Construction Services shall not include those costs identified in Article 5.6.
- 5.1.3 **RESERVED**
- 5.1.4 **Fixed DBC Fee.** The Fixed DBC Fee shall be a fixed dollar lump sum consisting of all of the DBC's overhead and profit and equals \$ 163,000.00, calculated as 100% of the sum of (i) the estimated costs of Design and Construction Services (including any contingency) and (ii) the fixed General Conditions Work costs.
- 5.2 **GUARANTEED MAXIMUM PRICE.** The Guaranteed Maximum Price for this Contract is \$163,000.00 is comprised of the estimated cost of Design Services, Construction Services, and fixed General Conditions Work costs described in Articles 5.1.1, 5.1.2, and 5.1.3, plus the Fixed DBC Fee identified in Article 5.1.4. Any costs in excess of the GMP shall be paid by DBC without reimbursement by Owner.
- 5.3 **CHANGES TO THE GMP.** Increases in the GMP may only be authorized by written amendment signed by the parties. Reductions in the GMP may be made at Owner's discretion based on approval of funding for the Project.
- 5.4 **ADJUSTMENTS TO THE FIXED DBC FEE AND FIXED GENERAL CONDITIONS WORK COSTS.** If in County's sole discretion, an adjustment in the Fixed DBC Fee or the fixed General Conditions Work costs is justified based on a change in the GMP, such adjustment shall be determined by multiplying the percentages shown in Article 5.1.3 and 5.1.4 respectively, by the change in the GMP reflected in an approved amendment or change order.
- 5.5 **OWNER SAVINGS.** If the final Contract Price is less than the GMP, the savings will accrue to the Owner. Owner may elect in its discretion to use the savings to pay for additional costs arising from (a) schedule changes that would otherwise entitle the DBC to an increase in the GMP; (b) allowance items after exhaustion of all allowances; (c) selection by Owner of more expensive alternates than those initially selected; (d) Owner selection of substitutions that increase the Cost of the Work; or (e) any other costs which would otherwise entitle the DBC to an increase in the GMP.
- 5.6 **NON-REIMBURSABLE COSTS AND EXPENSES.** The DBC shall not be reimbursed for any of the following costs and expenses:
- 5.6.1 Salaries and other compensation of the DBC's personnel stationed at the DBC's principal office or offices other than the Project Site office, except as may be necessarily incurred by personnel other than those above the level of foreman in expediting production or transportation of materials required for the Work or otherwise directly related to the Project.
- 5.6.2 Expenses of the DBC's principal office and other offices.
- 5.6.3 All Overhead.
- 5.6.4 DBC's capital expenses, including interest on the DBC's capital employed for the Work.
- 5.6.5 Rental cost of machinery and equipment, except as provided in Article 5.7.
- 5.6.6 Any cost associated with the Project not specifically and expressly described in Article 5.7.
- 5.6.7 Costs due to the fault or negligence of the DBC, its subcontractors, suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 5.6.8 The cost of correction of nonconforming or defective Work, and of any repair or warranty Work.
- 5.6.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
- 5.6.10 All main office administrative costs associated with the DBC's safety program. All jobsite costs for safety are reimbursable.
- 5.6.11 Fines and penalties.
- 5.6.12 Any costs in excess of the GMP.

5.7 REIMBURSABLE DIRECT COSTS. The reimbursable Direct Costs include only those costs specifically identified in this Article 5.7:

5.7.1 Labor Costs.

- 5.7.1.1 Wages of construction workers directly employed by the DBC to perform the Construction Work at the Project Site.
- 5.7.1.2 Wages and salaries including fringe benefits of the DBC's supervisory and administrative personnel (other than personnel above the level of foreman) stationed at the Project Site, and for such personnel off-site when specifically related to the Project and with Owner's prior agreement.
- 5.7.1.3 Wages and salaries including fringe benefits of the DBC's supervisory or administrative personnel (other than personnel above the level of foreman) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required to perform the Construction Services.
- 5.7.1.4 Fringe benefit costs paid or incurred by the DBC for taxes, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Direct Costs.

5.7.2 Subcontract Costs.

- 5.7.2.1 Payments made by the DBC to Subcontractors in accordance with the requirements of the subcontracts for completion of the Work.
- 5.7.2.2 Costs, including transportation, of materials and equipment incorporated or to be incorporated into the completed Project.
- 5.7.2.3 Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the DBC. Any sale shall be commercially reasonable and DBC shall provide an accounting for such a sale within fifteen (15) Business Days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Direct Costs.

5.7.3 Costs of Materials and Equipment. Costs of all materials and equipment necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

5.7.4 Costs of Other Materials and Equipment, and Related Items

- 5.7.4.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the DBC at the Project Site and fully consumed in the performance of the Construction Services; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the DBC. Cost of items previously used shall mean fair market value.
- 5.7.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the DBC at the Project Site, whether rented from the DBC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed acquisition costs, and for individual items exceeding \$5,000, shall be subject to Owner's prior approval.
- 5.7.4.3 Costs of removal of debris from the Project Site.
- 5.7.4.4 Cost of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the Project Site and reasonable petty cash expenses of the Project Site office, which are solely for the benefit of the Construction Services.
- 5.7.4.5 That portion of the reasonable travel and subsistence expenses of the DBC's personnel, at Owner-approved rates, but not in excess of the rates allowed County Employees, incurred

while traveling in discharge of duties connected with the Construction Services. Main office staff travel shall not be reimbursed unless approved in advance by Owner.

5.7.5 Miscellaneous Costs

- 5.7.5.1 Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Construction Services, and for which the DBC is liable.
- 5.7.5.2 DBC deposits lost for causes other than the DBC's fault or negligence.

5.7.6 Other Costs

- 5.7.6.1 Costs of drawings, Plans, Specifications and other documents required to complete the Construction Services, except as provided by Owner.
- 5.7.6.2 Other costs incurred in the performance of the Construction Services if and to the extent approved in advance in writing by Owner.

- 5.7.7 **Emergency Action.** Direct Costs shall also include costs incurred by the DBC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, unless the threatened damage, injury, or loss is due to the fault or negligence of the DBC, its Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

5.8 DISCOUNTS, REBATES AND REFUNDS

- 5.8.1 **Discounts, Rebates and Refunds.** Cash discounts obtained on early payments made by the DBC shall accrue to Owner only when the Owner provides early funding or the payment otherwise discounts accrue to the DBC. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the DBC shall use its best efforts to obtain such discounts and refunds.
- 5.8.2 **Amounts Credited to Owner.** Amounts that accrue to Owner in accordance with the provisions of Article 5.8.1 shall be credited to Owner as a deduction from the Direct Costs.

ARTICLE 6

CHANGES IN THE WORK

6 Article 6 – Changes in the Work

- 6.1 Reimbursement for change order Work shall be determined by any of the methods listed in Section D of the General Conditions.

ARTICLE 7

INSURANCE PROVISIONS AND BONDS

7 Article 7 – Insurance Provisions and Bonds

During the term of the Contract the DBC is required pursuant to Section G.3 of the General Conditions to maintain certain insurance in full force, at its own expense, from companies licensed to do business in Oregon. Certain subsections of Section G.3 are modified as follows:

- 7.1 **General Liability.** The DBC shall secure Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate, for bodily injury and for property damage. It shall include personal injury coverage, products and completed operations coverage, and contractual liability coverage for the indemnity provided under the Contract. At DBC's option and in lieu of providing the general liability insurance coverage described in this Article 7.2, DBC may elect to implement a Contractor controlled general liability wrap-up program providing insurance coverage and limits described in this Article 7.2, in a form to be reviewed and approved by the Owner, providing general liability insurance coverage to all subcontractors and sub-consultants, as well as the DBC and the premium cost of such general liability wrap-up will be 1.4% of the total Project cost billed to and paid by the Project at that rate as a portion of monthly progress payments.

- 7.2 **Builder's All-Risk/Direct Risk Of Physical Damage.** During the term of the Contract, the DBC shall maintain in force, at its own expense, Builder's Risk insurance on an all risk/direct risk of physical damage form, including earthquake and flood, for an amount equal to the full amount payable under the Contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy shall be endorsed/amended to include the State of Oregon and Owner as "additional insured", as their interests may appear (the DBC shall provide Owner with a copy of any endorsement to the policy to confirm this requirement.)
- 7.3 **Automobile Liability.** The DBC shall secure Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence, for bodily injury and for property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance.
- 7.4 **Professional Liability/Errors & Omissions.** The DBC shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering all damages caused by any negligent error, omission, or act in furtherance of Design Services for the Project, whether performed by an architect or engineer under the Contract. The policy(ies) may either be practice-based or provide coverage for the specific Project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 7.5 **Certificate of Insurance.** Prior to the signature by Owner to this Agreement, the DBC shall furnish to Owner Certificates of Insurance as evidence of the insurance coverages required under the Contract. The certificate(s) shall provide that the insurance policies have been endorsed or amended so that the insurance company or companies shall give a 30-Day notice (without reservation) to Owner if the applicable policy is to be canceled or materially changed, or if the aggregate limits are to be reduced. The certificate(s) shall state specifically that the insurance is provided for this Project and Contract.
- 7.6 **Additional Insureds.** The Certificates of Insurance, except for Workers' Compensation and Professional Liability and shall provide that the policies have been endorsed/amended so that Marion County, Owner, and its institutions, officers, and employees are Additional Insureds with respect to the DBC's Work to be provided under the Contract. The DBC shall provide Owner with copies of all policy endorsements and amendments confirming Marion County and Owner's status as Additional Insureds, as required by the Contract.
- 7.7 **Payment and Performance Bonds.** The required payment and performance bonds shall each be in the full amount of the GMP and shall include sums resulting from the cost of Design Services, design revisions, and corrective Work related to Design Services. At DBC's option, DBC may elect to enroll subcontractors in a Sub-Guard program (the terms and conditions of which are subject to the review and approval of the Owner, prior to the Sub-Guard program being implemented), in lieu of requiring a performance bond and a payment bond from subcontractors; provided, however, such Sub-Guard program must provide equivalent or greater subcontractor performance and payment protection to that provided for under the terms of the Performance Bond and Payment Bond set forth in **Exhibit B** to this Agreement. The premium cost of such Sub-Guard coverage will be billed to and paid by the Project at a negotiated rate of 0.98% of the price of the awarded subcontracts covered by the Sub-Guard program, including any subsequent adjustments. This agreed-upon rate is subject to adjustment at the annual Sub-Guard policy renewal, subject to the agreement of the Parties. Sub-Guard coverage cost will be billed to and paid by the Project at that rate as a portion of monthly progress payments.

ARTICLE 8

OWNERSHIP AND USE OF WORK PRODUCT

- 8 Article 8 – Ownership and use of Work Product
- 8.1 Copies of Plans, Specifications, reports, and other materials required to be delivered to Owner, including without limitation materials identified as "instruments of service" in any agreement between the DBC and any of its Consultants or Subcontractors ("Work Product"), shall be the exclusive property of Owner. Owner and the DBC intend that such Work Product be deemed "work made for hire" for which Owner shall be deemed the author. If for any reason such Work Products are not deemed "work made for hire," the DBC hereby irrevocably assigns to Owner all of its right, title and interest in and to any and all of such Work Products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The DBC

represents to Owner and warrants that the DBC's agreements with its Consultants, employees, Subcontractors, and agents shall conform to the requirements of this section, and agrees further to execute such further documents and instruments as may be necessary or as Owner may reasonably request in order to fully vest such rights in Owner. The DBC forever waives, for itself, its Consultants, employees, Subcontractors and agents, any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC 106A, and any other rights of identification of authorship or rights of approval, restriction or limitation on use of subsequent modifications. The DBC shall obtain such waivers from its Consultants, employees, Subcontractors and agents as may be necessary to effectuate the transfer and vesting of such rights.

- 8.2 The DBC, despite other conditions of this section, shall have the right to use such Work Product in its brochures or other literature that it may employ for advertising or promotional purposes, and in addition, the DBC may use standard line drawings, Specifications and calculations on other unrelated Projects.

ARTICLE 9

PROJECT AND ACCOUNTING RECORDS

9 Article 9 – Project and Accounting Records

The DBC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract, utilizing accounting and control systems satisfactory to Owner. Owner and Owner's representatives, including the Marion County accountants and auditors, shall be afforded reasonable and regular access to the DBC's accounting records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, file notes, and all other data relating to the Contract (collectively, the "Project Records"). The DBC shall preserve all Project Records for a period of six (6) years after final payment, or until the resolution of all disputes, if any, involving the Contract, or for such longer period as may be required by law.

ARTICLE 10

PAYMENTS

10 Article 10 – Payments

- 10.1 **Schedule of Payments.** Owner shall make payments to the DBC according to the provisions of Section E of the General Conditions as modified below.

10.1.1 **Design Services.** On the fifth (5th) Day of each month following execution of the Agreement, the DBC shall submit its application for payment to Owner for Design Services performed during the prior month. Subject to the terms and conditions of Section E of the General Conditions, Owner will make payment within thirty (30) Days of receipt of an application for payment. Provided, however, no retainage shall be withheld from payments for Design Services.

10.1.2 **Construction Services.** On the fifth (5th) of each month following commencement of Construction Services, the DBC shall submit its application for payment to Owner in compliance with the terms and conditions of Section E of the General Conditions. Owner will make payment to the DBC, subject to the terms and conditions of Section E of the General Conditions, within thirty (30) Days of receipt of each application for payment. Owner shall withhold retainage in the amount of 5% from all payments relating to Construction Services, in accordance with the provisions of Article E.5 of the General Conditions.

10.1.3 **Fixed DBC Fee.** Owner shall pay the DBC the Fixed DBC Fee ratably with each application for payment for Design and/or Construction Services. If the Contract is terminated for any reason prior to full completion of the Design and Construction Services, the Fixed DBC Fee shall be limited to the Fee multiplied by the percentage of Work completed and accepted by Owner at the time of termination.

ARTICLE 11

TERMINATION OR SUSPENSION

11 Article 11 – Termination or Suspension

Section J of the General Conditions governs Contract termination and duties of the Parties in the event of Contract termination, modified only to the extent set forth below:

11.1 Owner's Termination.

11.1.1 For Convenience. Owner may terminate the Contract without penalty for convenience pursuant to Section J.5 of the General Conditions; payment in such case shall be governed by Section E of the General Conditions. However, the amount to be paid to the DBC under the General Conditions shall not in any case exceed the GMP.

11.1.2 Funding/Authority. Owner may terminate the Contract, in whole or in part, immediately upon notice to the DBC, or at such later date as Owner may establish in such notice, upon:

11.1.2.1 Owner's failure to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the DBC's Design Services or Construction Services;

11.1.2.2 Modification or interpretation of Federal or State laws, regulations or guidelines in such a way that either the Design Services or Construction Services to be performed under the Contract are prohibited or Owner is prohibited from paying for such Design Services or Construction Services from the planned funding source;

11.1.3 For Cause. Owner may terminate the Contract, in whole or in part, immediately upon notice to the DBC, or at such later date as Owner may establish in such notice, in the event:

11.1.3.1 The DBC or its Consultants no longer hold any license or certificate that is required to perform the Work;

11.2.3.2 The DBC commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Design Services or Construction Services under the Contract within the time specified in the Contract or any extension thereof, or so fails to perform the Design Services or Construction Services as to endanger the DBC's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) Business Days after delivery of Owner's notice, or such longer period of cure as Owner may specify in such notice.

11.1.3.3 Owner reasonably believes that sufficient funds are anticipated to pay all amounts due under the Contract, and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments may be made, including making provisions in its budget for such payments, if necessary, and using its best efforts to have such budget approved. It is Owner's intention to make all payments due under the Contract if funds are legally available therefore and in that regard Owner represents and warrants to the DBC that the Contract is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted funds for the next succeeding fiscal period by appropriation, limitation, grant, or other lawful funding source sufficient to continue the Project, Owner may terminate the Contract without penalty, by submitting written notice to the DBC of non-availability of funds within thirty (30) Days of the date Owner received such notice. Termination shall be effective at the end of the current fiscal period.

11.2 Termination of Contract by the DBC.

11.2.1 In Event of Suspension of the Work. The DBC may terminate the Contract for cause if the Work is stopped for one hundred twenty (120) or more Days through no act or fault of the DBC or a Consultant, Subcontractor, lower tiered subcontractor, or any of their agents, or employees, or any other persons performing portions of the Work, for any of the following reasons:

11.2.1.1 Issuance of an order of a court or other Authority having jurisdiction.

11.2.1.2 An act of government, such as a declaration of national emergency, making material unavailable.

11.2.2 For Cause. DBC may terminate the Contract for cause in the event Owner has failed to make timely payments of amounts not in dispute in accordance with Section E of the General Conditions, following notice as provided in Article 15.1 below and ten (10) Days opportunity to cure.

- 11.3 **In the event of Contract termination, whatever the cause, neither Party shall be entitled to consequential damages, exemplary damages, compensation for lost opportunity, or lost profits.**

ARTICLE 12

ENUMERATION OF CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

12 Article 12 – Enumeration of Contract Documents and Order of Precedence

The Contract Documents are listed below and are intended to be complementary. However, in the event of conflicts or discrepancies among the Contract Documents, interpretation will be based on the descending order of precedence in which the Contract Documents are listed. This Article 12 supersedes and replaces Section A.3.1 of the General Conditions.

- 12.1 Contract amendments, change orders and Owner directives, with those of later date having precedence over those of an earlier date;
- 12.2 Design-Build Agreement, minus all Exhibits, documents and material incorporated herein by reference;
- 12.3 Permits and Orders issued by any Authority;
- 12.4 Bond Forms (**Exhibit B**)
- 12.5 Statement of Work (**Exhibit C**)
- 12.6 Special Provisions (**Exhibit D**);
- 12.7 BOLI Prevailing Wage (**Exhibit E**)
- 12.8 Drawings (**Exhibit I**);
- 12.9 Marion County General Conditions (**Exhibit A**);
- 12.10 List of Key Personnel & Consultants (**Exhibit F**);
- 12.11 Design & Project Schedule (**Exhibit G**);
- 12.12 Accepted Proposal (**Exhibit H**);
- 12.13 Schedule of Values (**Exhibit K**);

The General Conditions, to the extent not inconsistent with this Agreement, shall also apply to the work of all subcontractors, and the DBC shall include equivalent provisions in each of its Consultant contracts and subcontracts.

ARTICLE 13

PROJECT SCHEDULE

13 Article 13 – Project Schedule

The Design Schedule and the Construction Schedule (collectively the "Project Schedule") shall establish the deadlines for performance and milestones for completion of Design Services and Construction Services under the Contract.

ARTICLE 14

OWNER'S INSURANCE

14 Article 14 – Owners Insurance

Owner is self-insured under ORS 278.425. This insurance shall cover Owner's operations and activities at the Project Site.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15 Article 15 – Miscellaneous Provisions

- 15.1 Notices.** Notices to be given under the Contract shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the DBC or Owner at the addresses or numbers designated for such purpose pursuant to this section. Any notice properly addressed and mailed shall be deemed received five (5) Days after the date of mailing. Any notice delivered by facsimile shall be deemed received at the time and on the date the transmitting machine generates confirmation of successful transmission. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner's Representative for the Project. Any notice by personal delivery shall be effective upon delivery into the custody of DBC's Representative or any other individual authorized by DBC to accept deliveries on its behalf in the ordinary course of business. Regular, day-to-day communications may be transmitted through one of the methods set forth above, or in person, by e-mail, or by other similar electronic transmission.
- 15.2 Disclosure of Tax Identification Number.** The DBC shall provide its federal tax ID number to Owner. This number is required pursuant to ORS 305.385. The Tax Identification Number provided pursuant to this authority will be used for the administration of State, federal and local tax laws.
- 15.3 Media Contacts; Confidentiality.** The DBC shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization. Furthermore, except in the case where Owner specifically authorizes disclosure of Owner's confidential information in writing, the DBC shall maintain the confidentiality of Owner's information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the DBC from establishing a Claim or defense in an adjudicatory proceeding pertaining to the Contract. The DBC shall require of its Subcontractors similar agreements to maintain the confidentiality of Owner's information.
- 15.4 Conflict of Interest.** Except with Owner's prior written consent, the DBC shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear, to compromise the DBC's professional judgment with respect to the Project, including, without limitation, concurrent employment on any project in direct competition with the Project.
- 15.5 Merger Clause.** THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED THEREIN. THE TERMS OF THE CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED MARION COUNTY APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THE CONTRACT EXCEPT AS CONTAINED OR INCORPORATED BY REFERENCE THEREIN. THE DESIGN-BUILD CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THE CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THE CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

THIS AGREEMENT is executed in two (2) original copies, of which one is to be delivered to the DBC, and one to Owner. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the DBC and has authority and knowledge regarding the payment of taxes, and that the DBC is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Contract shall be effective as of the last date written below.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Authorized Signature: _____
Commissioner Date

Authorized Signature: _____
Commissioner Date

Authorized Signature: _____
Commissioner Date

Authorized Signature:  5-3-19
Department Director or designee Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

DESIGN BUILD CONTRACTOR

Authorized Signature: _____
Date

Title: _____

CONTRACT EXHIBITS:

Marion County General Conditions for Public Improvement Contracts (Exhibit A)
Bond Forms (Exhibit B)
Statement of Work (Exhibit C)
Special Provisions (Exhibit D)
BOLI Prevailing Wage Rate (Exhibit E)
List Key Personnel (Exhibit F)
Design & Project Schedule (Exhibit G)
Accepted Proposal (Exhibit H)
Development Site Drawings (Exhibit I)
Substantiation Form (Exhibit J)
Schedule of Values (Exhibit K)
Development Site Drawings (Exhibit I)

Marion County

GENERAL CONDITIONS

FOR

PUBLIC IMPROVEMENT CONTRACTS



SEPTEMBER 1, 2014 Edition Revised July 21, 2017

Changes to the General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

**MARION COUNTY
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
SEPTEMBER 1, 2014**

TABLE OF SECTIONS

SECTION A
GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
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**MARION COUNTY
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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 of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

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 General Conditions.

CONTRACT, 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.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, the Marion County Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME, 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.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); 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.

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, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this 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. 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 to Owner in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

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), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means Marion County acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

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

PUNCHLIST, 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 to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. 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.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, 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 of the improvement to real property 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.4.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be

included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction 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:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The Marion County Public Improvement Agreement Form;
4. The General Conditions
5. The Plans and Specifications
6. The Solicitation Document and any addenda thereto;
7. The accepted Offer.

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 or Owner's Authorized Representative's interpretation in writing.

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 or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, 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's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (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 is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND 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 this Contract, shall affect or modify any of the terms or obligations herein contained.
- 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's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, 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's Authorized Representative 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.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this 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.

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 this 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.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the Marion County for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the 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's Authorized Representative

will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative 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 endeavor to communicate with each other through the Owner's Authorized Representative or designee 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's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, 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 jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite 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, 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.2.4 Contractor agrees that it will commence performance of the Work in a timely manner and will achieve the Contract Times in the Contract Documents.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in 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 expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative 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's Authorized Representative 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's Authorized Representative and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Marion County, and its departments, divisions, members and employees.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable 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: 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 the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515,

279C.520, and 279C.530, which are incorporated by reference herein.

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 law, regulation, or this Contract when performing the Work.

B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's 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 (503)232-1987.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the 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 site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.7 INSPECTION

B.7.1 Owner's Authorized Representative shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, 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 laws, ordinances, rules, regulations 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's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative 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's Authorized Representative.

B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so 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 sufficient notice to the Owner's Authorized Representative, 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's Authorized Representative, the uncovering and restoration will be paid for as 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 Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right 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's Authorized Representative.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be 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.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, 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's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, 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 Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 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.

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 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 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 sub-subcontractors at any level.

B.11.2 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.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this 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 this 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.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces 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's Authorized Representative 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's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 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 this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this 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 Marion 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 Marion County on 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 THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 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.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the 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 (2) 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.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative 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 which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are 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.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 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.18.3 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.18.4 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.18.5 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.18.6 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 by the Architect/Engineer's review or approval thereof.

B.18.7 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's Authorized Representative.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. 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 this 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.20 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 this 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 this 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.

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that in the event the Board of Commissioners of the County reduces, changes, eliminates or otherwise modifies the funding the cost of this contract, the CONTRACTOR agrees to abide by any such decision, including termination of this agreement.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this 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 this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

C.2 PAYROLL CERTIFICATION: ADDITIONAL RETAINAGE; FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, 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 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 this public works 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 public works 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 Pursuant to ORS 279C.505 and 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 this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund 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.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

(a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 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 public contract for a public improvement within thirty (30) Days after receiving payment from Owner 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.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides 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. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;

(b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- (1) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
- (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).

- (e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the Marion County 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.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, 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 such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this 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 this Contract if 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 this Contract.

SECTION D **CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this 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 are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work 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, as determined by Owner. 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 B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of 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 Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) 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 Change Order 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. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order 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. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending

tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

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

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the 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 the Change Order. 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 Change Order are 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's Authorized Representative 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 Change Order 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 this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, 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 the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that 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 compensation and additional Contract Time

requested. The Contractor will 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 additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this 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 the Marion County, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of 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 extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. 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 this 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 waived.

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 is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. 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 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include 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.
- (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.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed, but not more than fourteen (14) days after the condition has been encountered. The Owner's Authorized Representative 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's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing 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.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A

rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

- D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, 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.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative 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 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's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner's Authorized Representative 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., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative 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 General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, 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 waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 extension 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's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this 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's Authorized Representative 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision 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 its Chief Administrative Officer (CAO), shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision.

D.3.6 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

D.3.7 The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to maintain the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality to the extent allowed by law. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time

resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, 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 Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. 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 on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. 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. Accrual 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 payment that is correct and proper. Owner makes this election, the Contractor will be required to arrange to receive EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, 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: _____

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's Authorized Representative 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 only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said 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 stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

- (h) All required documentation must 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 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 Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (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 application for payment until the Contract Price has been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the 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 site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and

- (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment may 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 labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously 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

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

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 the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, 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 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 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 Alternatives to cash retainage are available to Contractor as provided in ORS 279C.560

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 one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, 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 thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS

279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

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. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file

certified statements as required by section C.2.1.

unsettled at the time of final application for payment.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner 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 estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions 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's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) 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, (3) 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, (4) consent of surety, if

any, to final payment and (5), 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, including all costs and reasonable attorneys' fees.

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

SECTION F JOB 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, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative'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's Authorized Representative, workers and property from injury or loss arising in connection with this 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 job site, and shall comply with the Contract Documents 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 Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is 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's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the 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 will 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 of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.3 CUTTING AND PATCHING

F.3.1 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 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 ordered by the Owner 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 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 will 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, (including attorney fees), 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 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 these General Conditions, 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 proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (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 Work site; and
- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. 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 no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was 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 Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel 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 this 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 this 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 in 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 well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

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 this Contract, or from any act, omission or neglect of the Contractor, its

Subcontractors, personnel, or agents.

G.1.2 Design-Builder agrees to indemnify, defend (with counsel approved by Owners), reimburse and hold harmless Owners, their partners, owners, board members, officers, employees, agents and volunteers (the "Indemnified Parties") for, from and against any and all threatened, alleged or actual all claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage (including to the Project itself or otherwise), personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other act or omission of Design-Builder, its employees, Design Consultant and SubContractors, or anyone for whose acts Design-Builder is responsible (the Indemnitor). If claims are asserted against any of the Indemnified Parties by an employee of the Indemnitor, the Design-Builder's indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Indemnitor 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 \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) 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. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded 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 Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, 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 the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by

Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self-insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. 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 this 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 \$100,000 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 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 this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For other than new construction the Contractor shall obtain and keep in effect during the term of this 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 this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

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 for the insureds, as their interests may appear. 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 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than combined single limit, or the equivalent, of not less than: ☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☒ \$2,000,000 each occurrence for Bodily Injury and Property Damage. The policy, or an endorsement or amendment to the policy, must provide that the County and its agents, board members, officers, employees and volunteers are "additional insureds", but only with respect to the Contractor's Services to be provided under this Contract.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-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 the amounts ☐ Minimum amounts required by the Oregon Financial Responsibility Law (ORS 806.060 and 806.070); ☐ \$200,000; ☒ \$500,000; or ☐ \$1,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for all owned, hired or non-owned vehicles, as applicable. The policy, or an endorsement or amendment to the policy, must provide that the County and its board members, officers, agents, employees and volunteers are "additional insureds", but only with respect to the Consultant's Services to be provided under this Contract.

G.3.4.3 "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 this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 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 this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the

excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

- G.3.6 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the Marion County, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the Marion County, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Marion County, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this 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. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed 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 do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner's Authorized Representative in writing of any change in insurance coverage.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

- H.1.2 Unless specifically extended by 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 Change Order process of Section D.1.

- H.1.3 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, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. 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 request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

- H.3.1 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 for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. 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's Authorized Representative, 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, unless otherwise agreed. At the end of that 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 re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time 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. 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.

- I.2.2 This provision does not 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 affected Work has been accepted in writing by the Owner's Authorized Representative.

- 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 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. 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 and/or the Owner's Authorized Representative 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's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (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 project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 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 forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall 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 owes 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 or its Authorized Representative; or

- (f) If Contractor is otherwise in material breach of any part of the Contract.

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 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination 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.

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.

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 to Owner's Authorized Representative, three sets of Record Documents of the entire project. 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 three completed operation and maintenance manuals ("O & M Manuals") and one (1) digital copy for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of 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's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets and one (1) digital copy of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner 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 punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the 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.4.2 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's Authorized Representative. 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's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least four weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 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 specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 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 pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has

not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The 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 forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of Forest Service
Soil Conservation Service
Coast Guard
Defense,
Department of
Army Corps of
Engineers Energy,
Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development,
Department of Solar Energy and Energy
Conservation Bank Interior, Department of
Bureau of Land
Management Bureau of
Indian Affairs Bureau of
Mines
Bureau of Reclamation
Geological Survey
Minerals Management
Service U.S. Fish and
Wildlife Service Labor,
Department of
Mine Safety and Health Administration
Occupation Safety and Health
Administration Transportation,
Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission
Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

EXHIBIT B BOND FORMS

Marion County Bid Security Form

KNOW ALL PERSONS BY THESE PRESENTS, that Certified Systems Inc
_____, hereinafter called the Principal, and _____
The Ohio Casualty Insurance Company, a Corporation organized and existing under and by virtue of the laws of the
state of New Hampshire duly authorized to do surety business in the State of Oregon as Surety, are held and
firmly bound unto Marion County hereinafter called the County, in the penal sum of TEN PERCENT OF THE GUARANTEED MAXIMUM PRICE
_____ Dollars (\$ 10% of Bid Amount), for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal
for RFPC2510-BS429-18 Fire Alarm System Upgrade Courthouse Square
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said
Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within
the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the
Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this 14th day of March, 2019.

Certified Systems Inc

Principal

By: _____

The Ohio Casualty Insurance Company

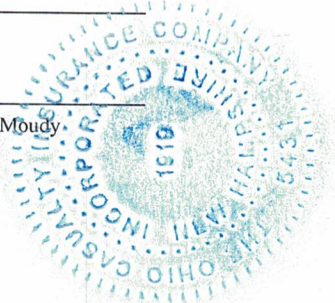
Surety

By: _____

Attorney-in-Fact

Mercedes Trokey-Moudy

A certified copy of the Agent's
Power-of-Attorney must be
Attached hereto.



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 8135851

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, **Cameron Huntsucker; Kara Skinner; Mercedes Trokey-Moudy**

all of the city of Seattle, 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.

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 22nd day of June, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

By: David M. Carey
David M. Carey, Assistant Secretary

On this 22nd day of June, 2018, before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 David M. Carey, 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 19th day of March, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

0400 – PROPOSAL FORMS

Form 1 - Proposal Form

A. PROJECT IDENTIFICATION

1. RFP Number: C25102-BS-429-19
2. Project Title: Fire Alarm System Upgrade
3. Project Location: Marion County Courthouse Square 555 Court Street, Salem
4. Project Type: Design-Build, consisting of design services, fire alarm system upgrade to include horns and strobes and all related internal management services. Date of issuance of Request for Proposal January 24, 2019.
5. Proposal to be delivered to:

Marion County Business Services Department
Attn: Tina Toney
555 Court St NE Suite 4250
Salem OR, 97301

B. PROPOSER'S OBLIGATIONS AND REPRESENTATIONS

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Design-Build Contract with the County in the form included in the RFP solicitation to perform all Work as specified or indicated in the RFP, for the Contract Price, and within the Contract Times specified in this Proposal, in accordance with all other terms and conditions of the Contract Documents.
2. The Proposal will constitute one of the Contract Documents, except for elements or provisions of the Proposal that conflict with the Contract Documents or do not meet minimum Contract requirements and performance specifications.
3. This Proposal will remain subject to acceptance for ninety (90) days after the closing date of the RFP. The Proposer will sign and deliver the required number of copies of the Design-Build Contract with any insurance, bonds and other documents required by the Instructions to Proposers within ten (10) Days after the date of the County 's Intent to Award.
4. The key provisions of the Proposal will be incorporated into the resulting Design-Build Contract. Any elements or provisions of the Proposal that conflict with the Contract Documents or do not meeting minimum Contract requirements and performance specification will not be included.
5. In submitting and signing this Proposal, the Proposer represents and agrees, as more fully set forth in the Design-Build Contract, that:
 - a. The Proposer has examined and carefully studied the RFP Documents and the following Addenda (receipt of which is hereby acknowledged):
Addenda No. 1, through No. 4.
 - b. The Proposer has visited the site and become familiar with the general locale and site conditions that may affect cost, progress, and performance of the Work.
 - c. The Proposer is familiar with and will comply with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

e. The Proposer is aware of the general nature of the work to be performed by the County and others at the site that relates to the work for which this Proposal is submitted.

g. The Proposer has given the County written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Conceptual Documents and the written resolution thereof by the County is acceptable to the Proposer, and the Conceptual Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.

h. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

i. Proposer, its owners, directors and officers:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (ii) Have not within a three-year period preceding submittal of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or other transaction; violation of Federal or State antitrust statutes; commission of embezzlement, forgery, theft, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and
- (iv) Have not within a three-year period preceding submission of this Proposal had one or more public contracts or other transactions (Federal, State, or local) terminated for cause or default.

If Proposer, or if Proposer is a joint venture or partnership, if either joint venture or partner, is unable to certify to one or more of the statements in this certification, the Proposer shall attach to its Proposal an explanation of the exception(s). For each exception noted, indicate to whom the exception applies; the identity of the initiating agency and dates of agency action; and/or court, judgment rendered, and date of judgment. If additional space is required, attach another page with the following heading: "Certification Exceptions continued, Proposal Insert." Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

k. The Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

l. Proposer has an employee drug-testing program complying with the requirements of ORS 279C.505 in place, and if awarded the resulting contract, it

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shall maintain such program and require its subcontractors to either maintain such a program or participate in Proposers program for the duration of the resulting contract. Failure to maintain such a program or to require Proposers subcontractors to either maintain such a program or participate in Proposer's program shall constitute a material breach of the resulting contract.

m. Proposer agrees to adhere to the Design-Build Agreement terms and conditions.

C. PROPOSER'S AGREEMENT CONCERNING THE CONTRACT PRICE

1. Proposer understands and agrees that the County will pay the apparent successful Proposer with whom the County executes an Agreement, the Contract Price as compensation for performing all design and construction services and activities under the Design-Build Contract. The Contract Price is comprised of the actual reimbursable direct cost of all design services, construction services, construction materials, and related services Work, but not to exceed the Proposer's NTE price.

D. TERMS AND CONDITIONS

1. RFP Amendment, Cancellation and Right of Rejections

- a. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the ORPIN website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
- b. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

E. CONTRACT TIMES -- THE PROPOSER AGREES THAT THE WORK WILL BE:

1. Completed and ready for final payment in accordance with the Design-Build Contract and within the time specified in the Design-Build Contract.
2. Intermediate Milestones: (Proposer to enter number of days after effective date of Design-Build Contract) The Owner anticipates Notice to Proceed on or about April 2, 2019.
 - a. Schematic Design: 7 days after Notice to Proceed.
 - b. Design Development: 15 days after Notice to Proceed.
 - c. Construction Documents: 35 days after Notice to Proceed.
 - d. Site Mobilization: 42 days after Notice to Proceed.
 - e. Construction Start: 49 days after Notice to Proceed.
 - f. Substantial Completion: 259 days after Notice to Proceed.

F. DESIGN-BUILD CONTRACT EXHIBITS - THE FOLLOWING DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS PROPOSAL:

This list is not exhaustive of all RFP requirements. Proposer is responsible to ensure that RFP requirements are met.

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- | | |
|--|-----------------------|
| 1. Key Personnel w/ portfolios, identified as: | Proposal Attachment 1 |
| 2. Statement of Work, identified as: | Proposal Attachment 2 |
| 4. Proposal Substantiation, identified as: | Proposal Attachment 3 |
| 5. Project Management Plan, identified as: | Proposal Attachment 4 |
| 6. Contractors Risk Mitigation Plan, identified as: | Proposal Attachment 5 |
| 7. Design & Construction Schedule, identified as: | Proposal Attachment 6 |
| 8. Roles & Responsibilities Flow Chart, identified as: | Proposal Attachment 8 |
| 9. Schedule of Values, identified as: | Proposal Attachment 9 |
- a. The Proposer shall include with the submittal of the Proposal, a Statement of Work identifying the program scope included in the Proposal. The Statement of Work shall include:
- 1) A statement indicating that the Proposer is able, within the stated GMP amount, to meet all minimum required Project program requirements identified in section 0600 of the RFP and to meet all minimum required performance specifications and criteria identified in Section 0700 of the RFP.
 - 2) A statement indicating whether or not the Proposer is able to provide, within the stated GMP amount, any additional "desired" betterments beyond the requirements stated in the RFP or other items which may be considered as additional value to the Project. With the statement, Proposer will list any proposed betterments.
- b. Exceptions, conditions, and additional value items shall be identified in sufficient detail in order to provide the County with an understanding of the ultimate value of the Proposal being submitted by the Proposer; provided that the Proposer understands and agrees that notwithstanding any exceptions or conditions set forth in the Proposal, all Proposals must meet minimum requirements. The information provided by the Proposer will be evaluated by the County as a component to help assess which Proposal provides the "Best Value" to the County.

G. MISCELLANEOUS

1. Communications concerning this Proposal shall be directed to the address, phone number, and facsimile number of the Proposer indicated below.
2. The terms used in this Proposal which are defined in the Design-Build Contract have the meanings assigned to them in the Design-Build Contract. Terms defined in the Instructions to Proposers are used with the same meanings in this Proposal.

H. SIGNATURE OF BIDDER SUBMITTED BY (PROPOSER FILL IN ALL BLANKS)

1. Signature: *Rick Oakes, President*
Certified Systems, Inc. Rick Oakes
2. Title: President
3. Address: 30059 Sovern Lane Junction City, OR. 97448
4. Phone No.: 541-343-1608 Facsimile No.: N/A
5. State of Incorporation: Oregon
6. Secretary of State Business Registration: Attached? Yes ☒ No ☐
7. State of Oregon Contractor Registration Number (CCB Number) 187589
8. Architect License Name/Number: N/A
9. Engineer(s) License Name/Number: N/A
10. Submitted on 3/14/2019 (Proposer to enter date of signature)

Form 2 - Statement of Work

Awarded proposer shall, for the stated GMP amount, install and test flasher strobes and mini-horn/strobes throughout Courthouse Square. The visual and audible devices shall be connected to and operate integrally within the existing Silent Knight Model 5104B with NFS-320 Honeywell Notifier® system and shall work as a complete and operational fire alarm system.

Awarded proposer shall determine if any necessary upgrade/replacement of the existing control panel, power sources, or alarm system are needed to meet requirements or operate integrally with new flasher strobes and mini-horn/strobes.

- a. The flasher strobes and mini-horn/strobes shall be approved and installed in accordance with the more stringent requirements of the National Fire Protection Association (NFPA), the Oregon Structural Specialty Code (OSSC), Americans with Disability Act (ADA) the City of Salem permitting requirements, and the City of Salem Fire Marshal.
- b. Awarded proposer shall provide contact information to Owner for reliable parts access and 24-hour repair services as need for a trouble call.

Awarded proposer shall provide testing and diagnostics on all existing and new alarms functions (e.g. signal, visual, and audible) shall be tested for all opens, shorts, and grounds. Any open, short or ground shall cause a trouble on the system, sound the audible trouble sounder and annunciate at the control panel the device, location and nature of the trouble condition and the remote annunciator.

Awarded proposer shall perform all required and necessary verification of the system operating functions with County representatives and provide written acceptance by the City of Salem Fire Marshal, verifying the proper system operation, shall be required prior to acceptance by the Owner.

END OF STATEMENT OF WORK

Form 3 – Key Personnel and Consultants Form

Design-Builder Personnel

Title	Name	Phone	Email
Contract Authority	Rick Oakes	541-337-7535	Rick@csior.com
Project Manager	Jared Reed	541-321-9631	Jared@csior.com
Superintendent	Aaron Oakes	541-543-7229	Aaron@csior.com
Cost Estimator	Jared Reed	541-321-9631	Jared@csior.com

Design & Engineering

Discipline	Company Name	Person Assigned	Email
Architect of Record:	N/A		
Landscape Architect:	N/A		
Structural Engineer:	N/A		
Mechanical Engineer:	N/A		
Electrical Engineer:	N/A		
Civil Engineer:	N/A		
Geotechnical Engineer:	N/A		

Key Consultants

Commissioning Agent:	N/A		
Special Inspections:	N/A		
[Enter Trade Discipline]			
[Enter Trade Discipline]			
[Enter Trade Discipline]			
[Enter Trade Discipline]			
Key Subcontractors			
Electrical Contractor	To Be Determined		
Notifier Vendor	IES	Aaron Crowley	acrowley@iesyst.net

Form 4 - Substantiation Form**Marion County
Fire Alarm System Upgrade
Courthouse Square****By:**

Certified Systems, Inc.

Contractor Name**List of Construction Items** **Amount****DIVISION 0: GENERAL WORK****Insurance:**\$ N/A

See our insurance certificates for coverage amounts.

We have attached Exhibit A Insurance Certificate, for your review

Bonds:\$ 6,500

We will provide a performance and payment bond for this project.

We have attached Exhibit B Bond Forms, for your review

SUBCONTRACTOR BOND POLICY:

We will not require our subcontractors to carry any bonding on this project. The scope of work and cost for their portion of this project is minimal.

Permits and Fees:\$ 3,000

We are providing all required permits and plan review fees. We have included electrical permits, signaling system permits, fire alarm permits, and fire alarm plan review fees.

\$ N/A**Contractor's Fee:**

N/A

END OF SECTION

DIVISION 1: GENERAL CONDITIONS**Architectural & Engineering Services:**\$ N/AARCHITECTURAL SERVICES:

We have not included any architectural services for this project. Our proposal is based on Marion County providing accurate floor plan drawings in AutoCAD.

ENGINEERING SERVICES:

We have not included any engineering services for this project. Our proposal includes a fire alarm design by a NICET level IV Fire Alarm Technician. Oregon does not require an engineer to stamp fire alarm drawings, for plan review.

Builder's Contingency:

N/A

\$ N/A**Project Contingency:**

N/A

\$ N/ACONTINGENCY MANAGEMENT PROCESS:

N/A

Project Administration:\$ 10,000PROJECT MANAGEMENT:

We will oversee the development of the fire alarm design, and the plan review submittal process. Once we have approved plans, from the city of Salem, we will order the material. Upon receipt of material, we will schedule with owner's representative to commence with the installation. During installation phase, we will manage subcontractors schedule and work flow. At the conclusion of the installation we will fully test and commission the system with the city of Salem.

SUPERVISION:

Throughout the project our on site technicians will be filing daily project status updates with our superintendent. During each phase of the project our superintendent will be on site to communicate with our on site technicians and to update the owner's representative on our progress.

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QUALITY ASSURANCE:

Our technicians will utilize our company's project management notebook, which has been evolving over the last decade. During installation, our superintendent will inspect the project to insure it is in compliance with applicable codes and conformance with the design and our company policies.

QUALITY CONTROL:

The manufacturers we have selected for this project are industry leaders with long track records of delivering reliable products.

Project Coordination:

We will meet with the owner's representative prior to start of installation, to discuss project phases, schedules, building access, and cable pathways. We will routinely provide status updates and forecasts on upcoming phases.

\$ 4,500

Temporary Facilities:

N/A

\$ N/A

Equipment and Tool Rental:

We will rent a lift for high work on the main level.

\$ 1,000

Travel and Subsistence:

N/A

\$ N/A

Special Inspections and Testing:

We will provide an updated NFPA 72 record of completion and a final testing and inspection form. We will test all new devices added to the system. Testing will be performed by a NICET Level IV Fire Alarm Technician.

\$ 10,000

Debris Removal:

All Debris will be removed and discarded at our shop.

\$ N/A

END OF SECTION

DIVISION 2: SITE WORK**Power Distribution:**

N/A

\$ N/A**Site Utilities:**

N/A

\$ N/A**Exterior Fire Protection:**

N/A

\$ N/A**END OF SECTION****DIVISION 13: SPECIAL CONSTRUCTION****Fire Alarm:**

New Notifier Devices:

We will provide a new photo detector and control module in one of the I.T. rooms on each floor.

\$ 3,000**Fire Suppression:**

N/A

\$ N/A**END OF SECTION**

DIVISION 16: ELECTRICAL

Electrical – Basic System:

\$ 3,000

We will provide an electrical circuit to each horn strobe power supply. Owner will provide the breaker in each of the electrical panels.

Emergency Power Generator:

\$ N/A

N/A

END OF SECTION

PROJECT OBJECTIVES INCLUDED:**Item # 1:****\$122,000**

We will meet all the minimum requirements identified in section 600 of the RFP. We will provide audible horns and strobes as stated. We will not provide emergency voice alarm communications systems. We will provide two horn strobe power supplies on each floor, for a total of twelve. We will install 307 ceiling mounted horn strobes and 26 ceiling mounted strobes. The ceiling mounted horn strobes in the parking area will be outdoor rated.

Item # 2:\$ N/A

N/A

Item # 3:\$ N/A

N/A

TOTAL PROPOSED AMOUNT:\$ 163,000**END OF PROPOSAL SUBSTANTIATION FORM**

Attachment 1 Key Personnel Portfolio

Rick Oakes – President – 11 years at the company, 30 years in industry

1. NICET Fire Alarm Systems level IV, #114233
2. BICSI – RCDD #08687
3. LEA – 1280LEA
4. Projects
 - Retreat at Oak Creek, Corvallis– Large Apartment complex with 44 buildings that all connect to one fire alarm panel.
 - The Tennyson, Eugene – Large Apartment complex with multiple buildings requiring fire alarm systems
 - Gazette Times, Corvallis – Apartment Building with Fire and Access Control

Jared Reed – Project Manager – 3 years at the company, 12 years in industry

1. NICET Fire Alarm Systems Level IV, #93464
2. LEA – 5072LEA
3. Projects
 - Waverly Place, Albany– 3 story Assisted living Facility with 90 dwelling units, requiring a full Fire Alarm System with 3 NAC Power Supplies
 - PPG Aero Space, Santa Clarita – Large remodel of a factory, added new Fire Alarm System
 - Carousel House, Albany – Fire alarm system.
 - Yogi Tea, Eugene – Large factory and warehouse with Fire Alarm System.

Aaron Oakes – Superintendent – 4 years at the company, 4 years in industry

1. NICET Fire Alarm System Level II, #147439
2. LEA – 5290LEA
3. Projects
 - Isovolta, Harrisburg – Large Factory that received a complete Fire System, system had multiple drop doors to interface and multiple NAC Power Supplies.
 - Bailey Hill, Eugene – Large Apartment complex with multiple Buildings. All requiring different monitored points.
 - Boys & Girls Club, Corvallis – Addition and upgrade to an existing system. A new fire panel was installed in the new addition and the existing building was then switched over to the new Fire Panel.

References

Century Management,
3855 Wolverine St NE Suite A3
Salem, Oregon 97309
Rob Wood
503.302.4826

Corvallis Clinic
3680 NW Samaritan Dr
Corvallis, Oregon 97330
Michael Davenport
541.768.2264

Sweet Home School District
1920 Long Street
Sweet Home, Oregon 97386
Josh Darwood
541.936.1801

Attachment 2

STATEMENT OF WORK

Certified Systems, Inc. shall, install and test horn strobes throughout Courthouse Square. The visual and audible devices shall be connected to and operate integrally within the existing Silent Knight Model 5104B with NFS-320 Honeywell Notifier® system and shall work as a complete and operational fire alarm system.

We will install two new FCPS-24S8 horn strobe booster power supplies per floor. These power supplies will be located in the I.T. closet on each floor. We will install 307 ceiling mounted horn strobes and 26 ceiling mounted strobes.

We have elected to sub contract the electrical portion of this work, as well as the Notifier panel programming. The electrical contractor will install a new power circuit from the existing panel in the electrical room, to the new power supply panels. The Notifier dealer will supply the photo detectors and the control modules in the I.T. rooms. We will install them, and then the Notifier dealer will program and test them.

- a. The horn strobes shall be approved and installed in accordance with the more stringent requirements of the National Fire Protection Association (NFPA), the Oregon Structural Specialty Code (OSSC), Americans with Disability Act (ADA) the City of Salem permitting requirements, and the City of Salem Fire Marshal.
- b. Certified Systems, Inc. shall provide parts access and 24-hour repair services as need for a trouble call. We offer 24/7 support. Our office number is 541-343-1608, to request service.

Certified Systems, Inc. shall provide testing and diagnostics on all existing and new alarms functions. All cabling and circuits shall be tested for all opens, shorts, and grounds. Any open, short or ground shall cause a trouble on the system, sound the audible trouble sounder and annunciate at the control panel the device, location and nature of the trouble condition and the remote annunciator.

Certified Systems, Inc. shall perform all required and necessary verification of the system operating functions with County representatives and provide written acceptance by the City of Salem Fire Marshal, verifying the proper system operation, shall be required prior to acceptance by the Owner.

Attachment 4

Project Management Plan

Project Phases

Start Up

1.) Gather Information

1.) Office

- 1.) Gather up specifications, original bid set of plans, CSI CAD plans, Addendums, change orders, RFI, original contract, Material list, Permit numbers, Field Benchmarking forms
- 2.) Put together a project notebook.

2.) Read Contract Documents – Place copies of these in project notebook

- 1.) Specifications
- 2.) Plans
- 3.) Addendums – Make sure addendums are added to plans with clouded notes.
- 4.) Plan Notes – Highlight all that pertain to CSI.
- 5.) Proposal Cover Sheet – CSI proposal will list what we have included and what we have excluded. This will help determine what our responsibility is and what the electrical contractors responsibility is.
- 6.) Change Orders – Make sure changes are added to plans with clouded notes. Keep change orders in notebook.
- 7.) RFI – Review any that have been submitted.
- 8.) Scope of work – Discuss with Project Manager.

3.) Review Material Inventory

- 1.) What has been ordered and what has been received
Make sure CSI is aware of all material needs in advance. 1-3 weeks.

4.) Gather Up Permit Numbers

- 1.) Post on jobsite at panels and with contractor.
- 2.) Contact information for inspectors.

5.) Develop Project Plan

- 1.) Field Bench Marking Review
- 2.) Determine man power needs per phase
- 3.) Determine Productivity goals per phase

6.) Review System Manuals

Find wiring guidelines for each system. Find what type of wire is needed from panel to each device, from panel to panel, from panel to annunciator, etc.
Find out what type and size of rough in box will be needed for each device
Find block diagrams showing how system is interconnected.
Find device cut sheets.
Add notes to plans – Detail cable type, gauge, #conductors, shielding, jacket rating,

2.) Site Survey

- 1.) Hang CSI sign on Construction fence. Confirm with owner. In a location visible from street.
- 2.) Contact Information
Fill out contact sheet. Gather phone & email addresses for contractor and all subs.
Keep a copy in project notebook. Deliver a copy to shop.
Give contractor your cell number and office number.
- 3.) Project Schedules
Find out project schedule. Discuss with contractor when we will need to be onsite.
Discuss with contractor when they will have conduits, boxes, stub ups, sleeves, etc. installed. Discuss cable routes and pathways / when will they be done.
Contact contractor weekly throughout project to discuss status and schedules.
Always let contractors know when we are on site and when we will not be on site. Make sure they know when we will schedule to return to site.
- 4.) Building Walk Through
What is needed to start rough in. What type of material is building made of.
Where will cables be routed and how will they be supported. What are the ceiling heights. Are there any hard lids or inaccessible spaces. Are there any plenum spaces. Are there any underground or outdoor locations. Where are firewalls and how are they penetrated. Are there areas where we can not run wire. Are there beams or other support structures that we can not drill or penetrate. Where are system panels and headend equipment located. What will we need for electrical power in head end room. If a multi story building how are we getting between floors.
- 5.) Coordinate with other subs to verify cable pathways do not conflict with their equipment locations.
- 6.) Coordinate with subs to discuss how their systems will interface with ours.
- 7.) Make list of rough in material needed to start project.
J-hooks, beam clamps, drive rings, D-rings, bushings for boxes and metal studs, screws, zip ties, tape, pull string, drill bits, fire caulking, Special sized back boxes.
- 8.) Provide all permit numbers to contractor.
- 9.) Make sure electrician has mounting heights and box sizes for devices. Discuss all panel locations and A/C power requirements.
- 10.) Make sure contractor has stamped approved set of plans on site as well as all shop drawings for each system.

3.) **Rough In**

1.) Gather Information

- 1) Verify Cable ordered is what is needed for project.

2.) Gather Material

Fill out material inventory sheet. Document all material delivered to project.

J-hooks, Drive Rings, D-rings, Beam clamps, Tye wraps, tape, pipe bushings, box grommets, screws, pull string, fire stopping.

3.) Review Panel and device cut sheets. Make sure right cables are pulled between panels and devices.

Plan on multiple NAC panel synch cables and routes.

4.) Gather Tools

Drills, shop vac, Concrete Drill, ladders, lifts,

5.) Install Cable Raceways. Define cable routing throughout building. Identify piping, sleeves, penetrations, and construction obstacles.

6.) Install Cable – label cable in all j-boxes and panels.

7.) Keep track of cable. Keep locked up and centrally stored.

8.) Fire stop penetrations. Keep cut sheet on site in notebook.

9.) Track project productivity daily. Report to Project Manager weekly.

10.) As – Builts

Keep these updated as wired is pulled. Neatly red line all changes.

11.) Return Cable to Shop.

12.) Schedule rough in inspection with Office and let contractor know when it is and when it has passed

4.) Trim Out

- 1.) Gather Information
Read cut sheets
- 2.) Gather Material
Fill out material inventory sheet. Document all material delivered to project.
- 3.) Trim Out Devices
 - A.) Make sure shielded cables are correctly terminated
 - B.) Add addresses and device numbers to plans
 - C.) Label Devices
- 4.) Trim Out Panel
 - A.) Meter cables for shorts, ground faults, and power before terminating on panel.
 - B.) Make sure shielded cables are correctly terminated
 - C.) Ground panel correctly
 - D.) Make sure all dip switches and jumpers are set correctly.
 - E.) Label panel with AC panel and breaker number. Date batteries.
- 5.) Power Up Panel
- 6.) If system is monitored ask general contractor for owner contact information. Have office contact owner to set up an account. Do this early on in trim out phase. Do not wait.
- 7.) Track project productivity daily. Report to Project Manager weekly.

5.) Program & Test

- 1.) Gather Information
How will system be used. What features will the customer want. What passwords do they want. What schedules will they use.
- 2.) Will system be monitored.
If so will they want opening and closing, daily test signals, who will they want on RP list, Do they want a false alarm code.
- 3.) Program System
Copy final program to tech PC in office.
- 4.) Test System – Review installation manual for proper testing procedures. Make sure proper testing of signals to monitoring company has been completed.
- 5.) Complete all close out documentation.
- 6.) Final Inspections need to schedule with office and let general contractor know when and how we did on the inspection.
Electrical inspections, fire Marshal inspections, elevator inspections, sprinkler inspections need to be coordinated with office so that the schedule is kept updated.
- 7.) Make sure you have approved set of plans and all close out documents on site for inspection.
- 8.) Track project productivity daily. Report to Project Manager weekly.

6.) Close Out

- 1.) Documentation – Review project notebook for close out documentation check list.
Record of Completion copy is required to be left on site at panel along with copy of as-built drawings.
Return all close out documents to shop.
As – Builts need to be turned in to shop ASAP.
- 2.) Clean Up – Remove all left over material to shop. Clean up head end room and bottom of panels.
- 3.) Label all panels with CSI stickers. If security panel label building windows and doors
- 4.) Remove CSI sign on fence
- 5.) Training – Schedule with owner and our office and let contractor know when it is scheduled.
- 6.) Review project notebook for all items that must be left on site with owner.
- 7.) Inventory all returned items. Give office a copy of returned items.
- 8.) Meet with project manager to review project and discuss field benchmarking. Schedule with office.



Certified Systems, Inc.

1574 Coburg Rd. #377

Eugene, OR. 97401

Ph. 541.343.1608

Attachment 5

1. Purpose

The purpose of this site specific **Risk Mitigation Plan** is to act as a companion to Certified Systems, Inc. Safety Program and Policy. This plan illustrates safety issues specific to the Marion County project. General issues of safety are covered in the Certified Systems, Inc. Company Safety Manual.

2. Site Information

Marion County Fire Alarm System Upgrade

3. Key Personnel

The following are the key Certified Systems, Inc. Company personnel for this project. A breakdown of their duties, as they apply to safety can be found in section 7 of this site specific safety plan.

Project Manager	Jared Reed
Superintendent	Aaron Oakes

4. Scope of the Project

The installation of new horn strobes to an existing Notifier panel.

Site Access

Site access will be on street parking

5. Temporary Facilities

None Provided



6. Health and Safety Responsibilities

Project Manager

- Direct and coordinate health and safety regulations related to his area of responsibility
- Ensure arrangements for prompt medical attention in case of serious injury have been provided for the project, to include transportation, communication, and emergency telephone numbers
- Instruct and train all persons within area of responsibility in job health and safety requirements
- Conduct weekly safety meetings
- Participate in post-accident investigations
- Assist in formulating policy matters
- Implement Certified Systems, Inc. safety program and policy

Foreman

- Be familiar with, explain, and enforce health and safety regulations that apply to company operations within his/her area of responsibility
- Direct and coordinate health and safety activities within his/her area of responsibility
- Ensure that safety devices and proper PPE are used by persons under his/her supervision
- Instruct and train all persons within area of responsibility in job health and safety requirements, including, but not limited to, hazard recognition and avoidance, and require compliance by workers with the safety rules established
- Direct the correction of unsafe conditions
- Ensure that safety equipment is available, maintained, used, and stored correctly
- Participate in post-accident investigation
- Coordinate daily jobsite inspection
- Implement Certified Systems, Inc. safety program and policy

All Employees

- Be familiar with and comply with proper health and safety practices
- Use the required safety devices and proper PPE
- Notify the supervisor immediately of unsafe conditions/acts, accidents and injuries
- Implement Certified Systems, Inc. safety program and policy

Subcontractors

- By contract, subcontractors shall comply with and ensure the compliance of their employees with the provisions of this policy as well as their own safety program. Failure to fulfill this requirement is a failure to meet the conditions of the subcontract.



7. Prohibited Conduct

Repairs

- Employees are prohibited from making repairs, alterations, or attachments to equipment in the field except by the permission of the safety director. Such repairs, alterations, or attachments shall be documented.
- Employees are prohibited from removing a guard, safety device, or appliance from equipment or machinery except to make repairs in conformance with the paragraph above. While making repairs, employees shall use appropriate lockout/tagout procedures. When the repairs are complete, the guard, safety device, or appliance shall be replaced immediately.

Equipment Use and Operation

- Equipment shall be used only for its intended use and as recommended by the manufacturer. Riding the load, hook, or sling is prohibited.
- Employees are prohibited from operating a vehicle in a reckless manner or at a speed greater than is reasonable and proper, with due regard for weather, traffic, character of roadway, load, type of vehicle, and any other conditions which may affect the safe operation of the vehicle. The vehicle must be kept under control at all times and special care shall be exercised when transporting personnel. Employees authorized to operate Certified Systems, Inc. vehicles must sign and abide by the company's Fleet Safety Policy.
- Employees may only ride equipment if there are seats or equal protection available for each person. Seatbelts shall be worn at all times while operating equipment with seats.

Personal Protective Equipment

- Employees must wear a hard hat, safety glasses, and safety work shoes while on the project. All PPE except work shoes shall be furnished by Certified Systems, Inc. Company for its employees use. Employees will learn where to get PPE during their new hire orientation. Employees are responsible for wearing and maintaining required PPE. If an employee is unsure of the type of PPE required for a specific task or job, they should ask their supervisor.

Policy Violations

- Employees who commit policy violations may be subject to Certified Systems, Inc. Safety Discipline Policy, located in the safety manual and the employee handbook.



8. General Procedures

Training

- Training and education are necessary for the success of this policy. Employees will be trained to recognize jobsite hazards and the procedures to follow to minimize these hazards. Training may consist of, but is not limited to, the following:
 - Weekly jobsite safety meetings.
 - Orientation training for new hires.
 - Individual job/task training, which includes the applicable regulations/standards for the specific job/task.
- Supervisors and management will receive ongoing safety training throughout the year as organized by the Safety Coordinator and as deemed necessary by the company owners. Such training shall include the maintenance of first aid and CPR cards.

Safety Meetings

- Weekly safety meetings shall be held on the jobsite. All employees and subcontractors are required to attend. The meetings may cover a range of safety-related topics. The format and content of the meeting is up to the discretion of the Superintendent.

Safety Inspections

- The Superintendent and Foreman shall conduct an initial safety inspection at the beginning of each project, following the "Jobsite Safety Checklist" that is included in the safety manual.
- In addition, a weekly safety inspection of the jobsite will be conducted by Certified Systems, Inc. Company employees, the employees of a subcontractor, or some combination thereof, with the inspection being rotated between all workers on the jobsite. Employees conducting the inspection shall utilize the safety inspection checklist. The list is intended as a guide. Any safety concern found during the inspection should be reported. If a worker is unclear about any item on the inspection checklist, a Certified Systems, Inc. Company foreman or safety officer will be able to help them. If the area being inspected requires a competent person, the worker should do the inspection with the competent person. Also, if time allows, the foreman for the worker conducting the inspection is encouraged to walk through it with them.

Hazard Communication

- Certified Systems, Inc. Company has developed a written hazard communication policy. It will be explained to each employee during their new hire orientation. This policy is located in the safety manual and is available upon request to the Superintendent. The purpose of the hazard communication policy is to provide information about chemical and physical agent hazards and the control of such hazards which includes container labeling, MSD sheets, physical agent data sheets, and training. The MSDS book is located in the jobsite trailer and will be covered during new hire orientation.



Job Hazard Analyses

- A job hazard analysis shall be developed that covers the major activities of construction, the hazards associated with these activities, and ways to mitigate these hazards. The job hazard analysis form is located in the safety manual.

Housekeeping

- Housekeeping is one of the most important factors for a safe jobsite. Site debris such as all-thread and MC cable shall be removed and disposed in approved containers. All other debris should be cleared from work areas, passageways, and stairs. Excess materials should be stacked neatly, out of the way. Tools should be stored in approved containers so they are available for all employees to use.
- Combustible scrap and debris should be removed at regular intervals during the course of construction. Containers with covers shall be provided for the collection and separation of waste, trash, oily and used rags, and other such refuse, which shall be removed safely and on a regular basis.

Electrical Safety

- Electrical safety may consist of, but is not limited to, the following:
 - Live electrical parts shall be guarded against accidental contact by cabinets, enclosure, location, or guarding.
 - All receptacles which are not part of the permanent wiring of the building will be equipped with GFCI receptacles at the temporary service drop.
 - Extension cords will be kept in safe, working condition.
 - All lamps for general illumination will have the bulbs protected against breakage. All light sockets shall be filled with a working bulb.
 - Employees will not work in such close (able to contact) proximity to any part of an electric power circuit unless the circuit is de-energized, grounded, or guarded by insulation.
 - Equipment or circuits that are de-energized will be locked out and tagged out. The tags will plainly identify the equipment or circuits being worked on.
 - Should employees be required to work on an energized circuit, the energized work policy shall be followed. However, all attempts must be made to de-energize the equipment if at all possible.

Fall Protection

- Certified Systems, Inc. Company will provide some form of fall protection when employees are exposed to fall hazards beyond those permitted by Federal and/or State regulations. Fall protection may consist of, but is not limited to, the following:
 - A stairway or ladder will be provided at any point of access where there is a break in elevation of 19 inches or more.
 - All stairways of four or more risers or greater than 30 inches high will be guarded by a handrail or stair rails.
 - When a floor hole or opening (greater than two inches in its least dimension) is created during a work activity, through which a worker can fall, step into, or material can fall through, a cover or a safety guardrail will be installed immediately.
 - Safety harnesses with approved lanyards and tie off points will be used for all other fall protection unless an appropriate procedure or device has been approved in advance by a competent person.



Scissor Lifts

- Lifts should be inspected each day prior to use to determine that they are in safe working condition (following the manufacturer's inspection guidelines).
- Only authorized persons should operate a scissor lift, and must be trained on the equipment they will be operating.
- Lifts should be operated in accordance with manufacturer's recommendations.
- Lifts must be thoroughly inspected to determine if they require two hands or a hand and a foot to operate. Any lift that does not meet these conditions must immediately be removed from service and either returned, replaced, or modified to meet this requirement. If the requirement cannot be met for a two-hand controlled scissor lift, and a lift is unavailable to meet this requirement, a spotter will be needed for all equipment movement (other than incidental movement where there is no potential for operator injury due to physical contact with facility systems or structures).

Aerial Lifts

- Lifts should be inspected each day prior to use to verify they are in safe working condition (following the manufacturer's inspection guidelines.)
- Only authorized persons should operate an aerial lift, and must be trained on the equipment they will be operating.
- Always stand on the floor of the basket, do not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
- A body harness should be worn and a shock absorbing lanyard attached to the boom or basket when working from an aerial lift. Tying off to an adjacent pole, structure or equipment is not permitted.
- Boom and basket load limits specified by the manufacture should not be exceeded.
- Lifts must be thoroughly inspected to determine if they require two hands or a hand and a foot to operate. Any lift that does not meet these conditions must immediately be removed from service and either returned, replaced, or modified to meet this requirement.
- A spotter may be needed when there is a potential for operator injury due to physical contact with facility systems or structures or in congested areas. Spotters may also be needed when there is a potential for damage to sensitive facility systems or structures.

Ladders

- Ladders will be inspection during the weekly inspections to identify any unsafe conditions. Any ladders found to be unsafe will be taken out of service. Extension ladders will extend three feet above the work surface and be 100% tied off. Step ladders will only be used in the open position. Ladders should be stored lying down.

Illumination

- Construction areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where work is in progress shall be lighted with either natural or artificial illumination as required by standards or regulations (5 foot-candles).

**First Aid**

- First aid kits are available in the CSI vehicle and other locations as indicated during orientation. In addition, foremen and superintendents shall maintain current first aid and CPR cards.

Accidents

- All accidents and near misses must be reported immediately to the Foreman or Superintendent. An accident report shall then be filled out by the employee and their supervisor. Filling out an accident report does not require the delay of medical attention; any injury should be treated first. Employees should file such reports without fear of reprisal by management.

Attachment 6

Design & Construction Project Schedule

Notice to Proceed: April 2nd
Schematic Design: April 9th
Design Development: April 16th
Construction Documents: May 7th
Site Mobilization: May 14th
Construction Start: May 21st
Substantial Completion: December 17th

Attachment 8
Roles & Responsibilities

Roles Responsibilities	Owner	CSI Cost Estimator	CSI Project Manager	CSI Superintendent	CSI Installer	Sub Contractor - Electrical	Sub Contractor - Notifier Dealer
Planning Phase							
Provide Accurate Autocad Floor Plans	R						
Provide building preconstruction tour	R		A	A	A		
Coordinate schedules with various tenants	R			I	I		
Coordinate schedules with various departments	R			I	I		
Provide access to building	R			A	A		
Research existing building conditions	I		R	R	R		
Sign off on fire alarm design	R		I				
Execution Phase							
Develop construction drawings	I		R				
Submit construction drawings to AHJ	I		R				
Develop & manage schedule	C		R				
Create project management plan	I		R	I			
Oversee material flow to job site	I		R	I			
Install fire alarm devices				R	R		
Install power ckts to panels				I		R	
Program & Test Notifier devices				I			R
Clean up all work areas				R	R		
Fire Watch	R						
Test and inspect fire alarm devices	C			R	R		
Communicate status with owner	I			R			
Schedule electrical inspections	I			R			
Schedule final inspection with AHJ	I		R				
Submit change order requests	C	R					
Submit progress payments	I	R					
Close Out Phase							
Debrief with owner	A		R				
Submit all close out documentation	A		R				
Training	A			R			

Key

- R - Responsible to perform
- C- Consulted prior for approval
- I - Informed after completion
- A - Attend

Schedule of Values

ARCHITECT'S PROJECT NO:

A	B	C	D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED	% G / C	BALANCE TO FINISH	RETENTION HELD
			FROM PREVIOUS	THIS PERIOD				
1	Preliminary / Schematic Design	\$6,000						
2	Design Development	\$11,000						
3	Construction Document Submittals	\$5,000						
	TOTAL	\$22,000						

Attachment 9

Schedule of Values

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT									
APPLICATION NUMBER:									
APPLICATION DATE:									
PERIOD TO:									
ARCHITECT'S PROJECT NO:									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E		G		H BALANCE TO FINISH	I RETENTION HELD
				WORK COMPLETED		TOTAL COMPLETED	% G / C		
				FROM PREVIOUS	THIS PERIOD				
1 2 3 4 5 6 7	Install parking area conduit. Install electrical circuits. Install, program, and test Notifier devices. Install power supplies Install cabling Install horn strobes Testing and commissioning	\$25,000 \$3,000 \$3,000 \$10,000 \$49,000 \$41,000 \$10,000							
	TOTAL	\$141,000							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Tokio Marine Specialty Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tokio Marine Specialty Insurance Company	23850	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Certified Systems, Inc. 323 Holly Street Junction City OR 97448															

COVERAGES

CERTIFICATE NUMBER: 45246801

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PPK1902828	11/10/2018	11/10/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PUB653493	11/10/2018	11/10/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Operations of the Named Insured. Additional Insured(s): Oregon Electric Group.
 General Liability Additional Insured applies per CG20101185 attached, only if required by written contract/agreement.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vanessa Ramos

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT B BOND FORMS

Marion County Bid Security Form

KNOW ALL PERSONS BY THESE PRESENTS, that Certified Systems Inc
_____, hereinafter called the Principal, and _____
The Ohio Casualty Insurance Company, a Corporation organized and existing under and by virtue of the laws of the
state of New Hampshire duly authorized to do surety business in the State of Oregon as Surety, are held and
firmly bound unto Marion County hereinafter called the County, in the penal sum of TEN PERCENT OF THE GUARANTEED MAXIMUM PRICE
_____ Dollars (\$ 10% of Bid Amount), for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal
for RFPC2510-BS429-18 Fire Alarm System Upgrade Courthouse Square
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said
Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within
the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the
Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this 14th day of March, 2019.

Certified Systems Inc

Principal

By: _____

The Ohio Casualty Insurance Company

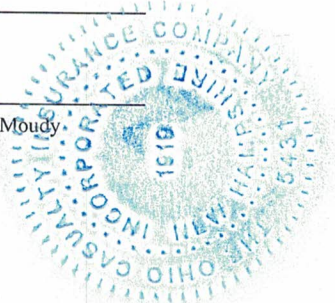
Surety

By: _____

Attorney-in-Fact

Mercedes Trokey-Moudy

A certified copy of the Agent's
Power-of-Attorney must be
Attached hereto.



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 8135851

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, **Cameron Huntsucker; Kara Skinner; Mercedes Trokey-Moudy**

all of the city of Seattle, 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.

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 22nd day of June, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

By: David M. Carey
David M. Carey, Assistant Secretary

On this 22nd day of June, 2018, before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 David M. Carey, 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.

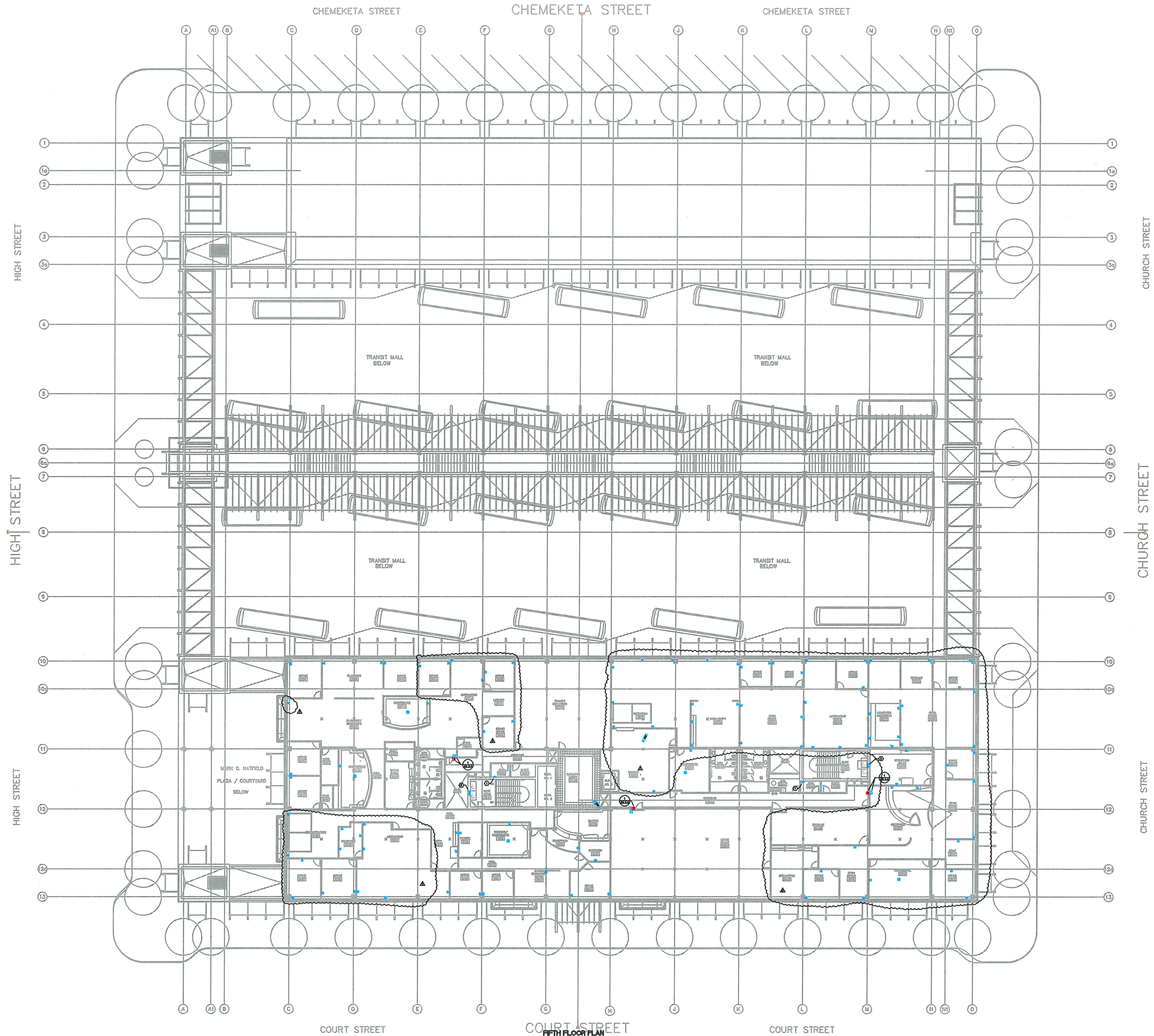
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.



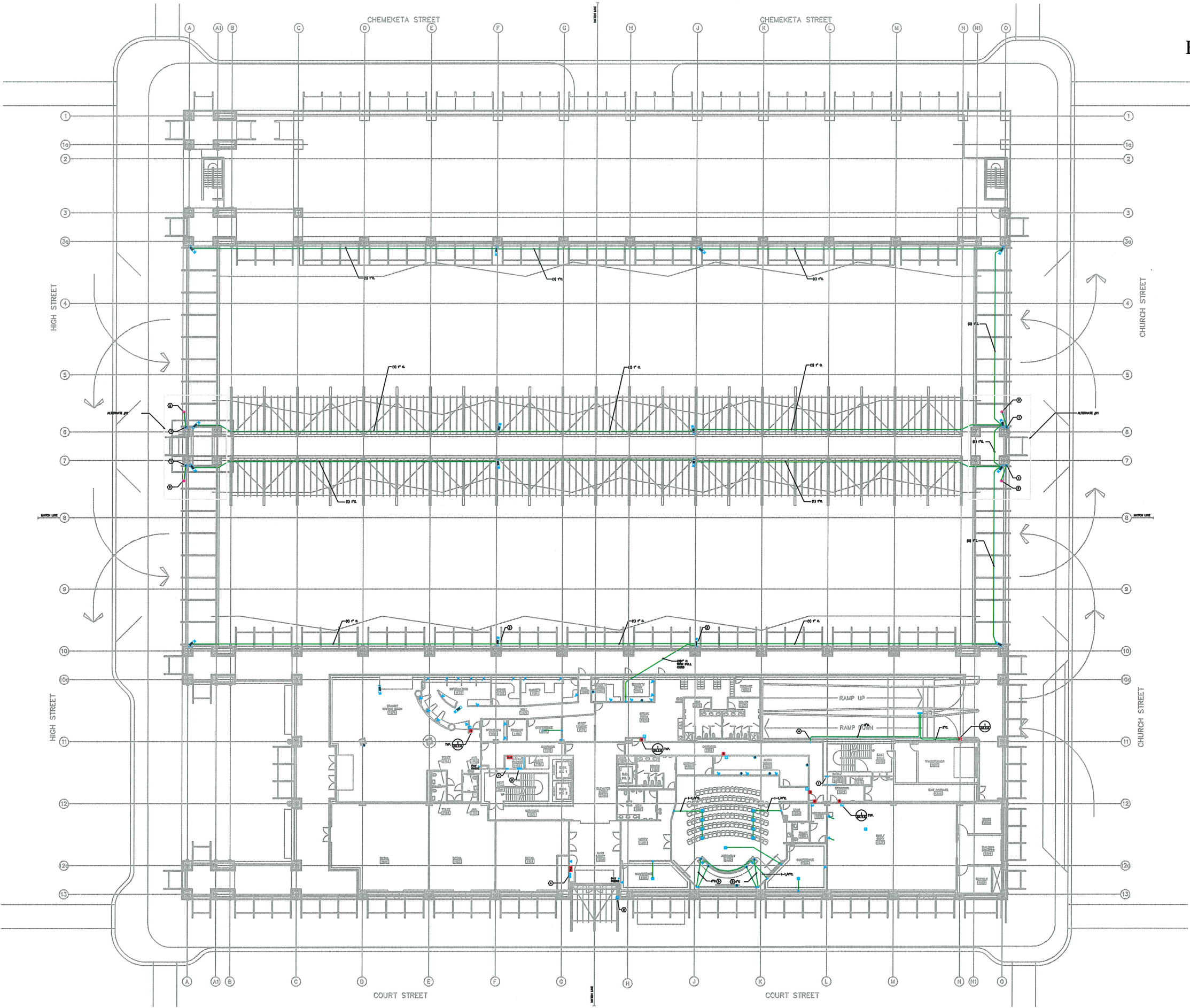
NOTES THIS SHEET

- 1. REVISIONS TO 4' CORNER & 8' CORNER PLACES
- 2. REVISIONS TO 4' CORNER & 8' CORNER PLACES
- 3. REVISIONS TO 4' CORNER & 8' CORNER PLACES

NOTES THIS SHEET

- 1. REVISIONS TO 4' CORNER & 8' CORNER PLACES
- 2. REVISIONS TO 4' CORNER & 8' CORNER PLACES
- 3. REVISIONS TO 4' CORNER & 8' CORNER PLACES

EXHIBIT I DRAWINGS



GROUND FLOOR PLAN

NOTES THIS SHEET

- 1. FLOOR PLAN FOR THE 1ST FLOOR OF THE BUILDING.
- 2. FLOOR PLAN FOR THE 2ND FLOOR OF THE BUILDING.
- 3. FLOOR PLAN FOR THE 3RD FLOOR OF THE BUILDING.

NOTES THIS SHEET

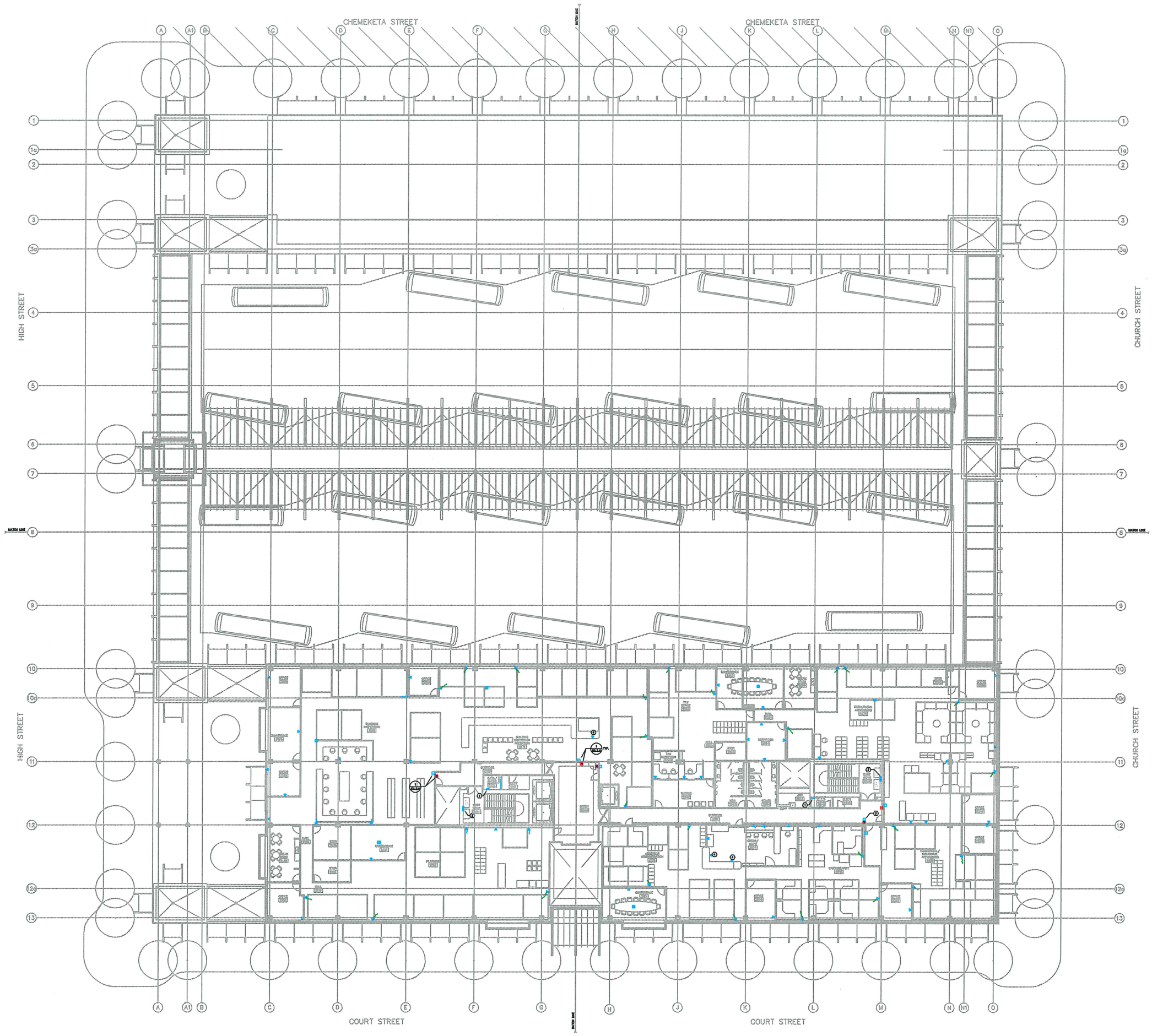
- 1. FLOOR PLAN FOR THE 1ST FLOOR OF THE BUILDING.
- 2. FLOOR PLAN FOR THE 2ND FLOOR OF THE BUILDING.
- 3. FLOOR PLAN FOR THE 3RD FLOOR OF THE BUILDING.

NOTES THIS SHEET

- 1. FLOOR PLAN FOR THE 1ST FLOOR OF THE BUILDING.
- 2. FLOOR PLAN FOR THE 2ND FLOOR OF THE BUILDING.
- 3. FLOOR PLAN FOR THE 3RD FLOOR OF THE BUILDING.

NOTES THIS SHEET

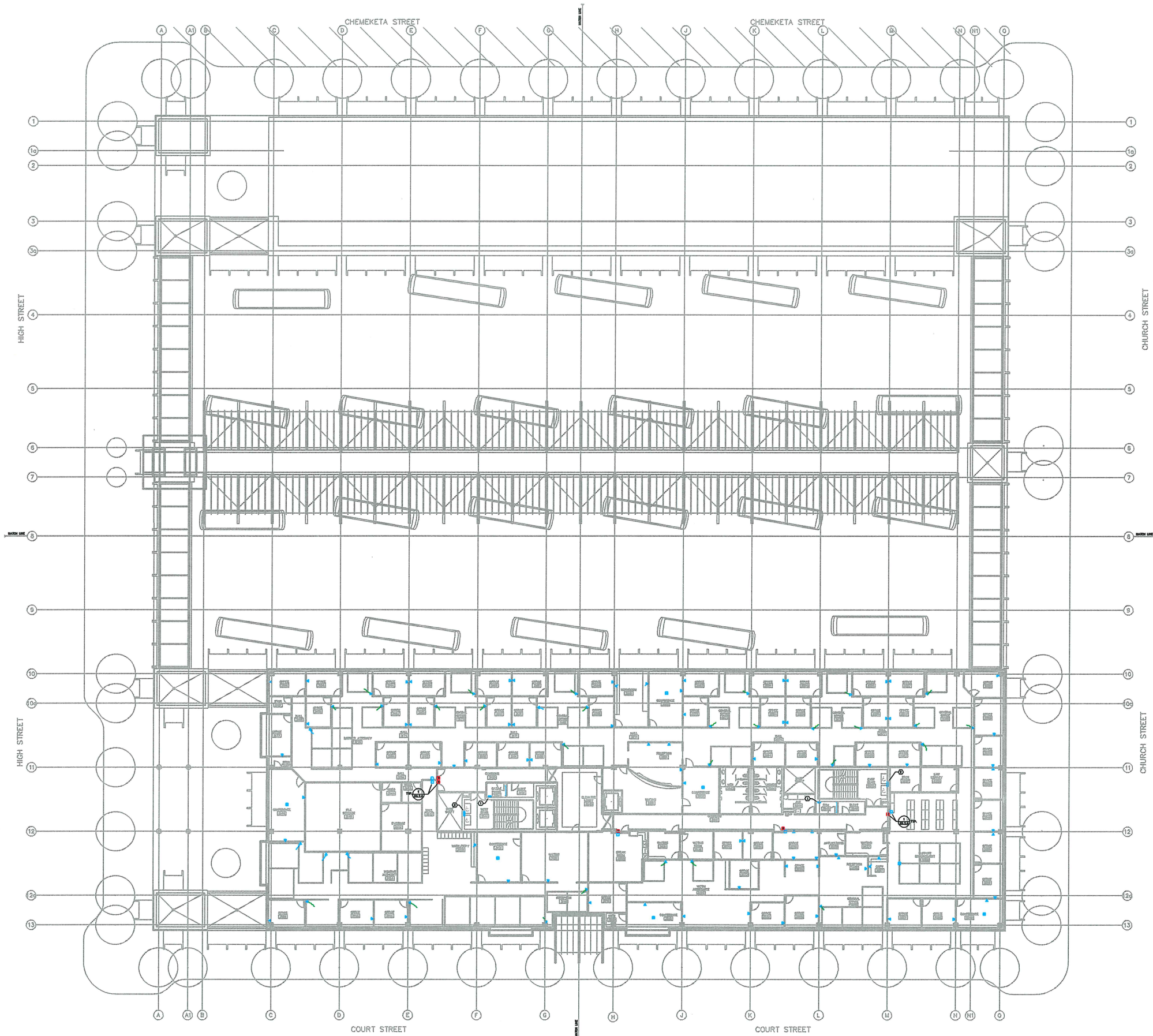
- 1. FLOOR PLAN FOR THE 1ST FLOOR OF THE BUILDING.
- 2. FLOOR PLAN FOR THE 2ND FLOOR OF THE BUILDING.
- 3. FLOOR PLAN FOR THE 3RD FLOOR OF THE BUILDING.



NOTES THIS SHEET
1) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
2) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
3) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS

NOTES THIS SHEET
1) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
2) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
3) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
4) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS
5) FINISHES ARE AS SHOWN IN THE ARCHITECTURAL SPECIFICATIONS

SECOND FLOOR PLAN



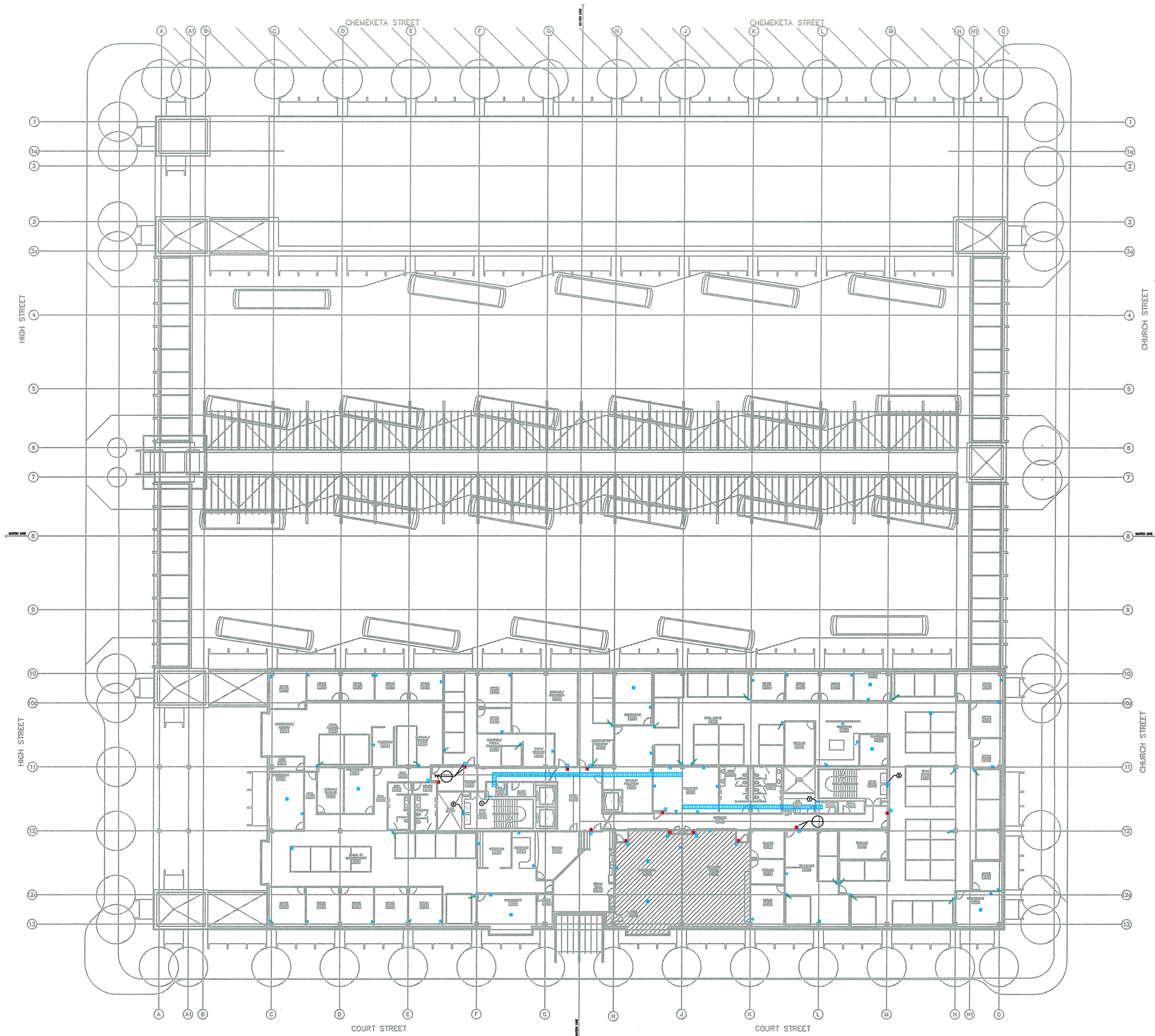
NOTES THIS SHEET
 ① FINISH FLOOR OF CONCRETE SLAB ON GRADE.
 ② FINISH FLOOR OF CONCRETE SLAB ON GRADE.
 ③ FINISH FLOOR OF CONCRETE SLAB ON GRADE.

NOTES THIS SHEET
 ① FINISH FLOOR OF CONCRETE SLAB ON GRADE.
 ② FINISH FLOOR OF CONCRETE SLAB ON GRADE.
 ③ FINISH FLOOR OF CONCRETE SLAB ON GRADE.

THIRD FLOOR PLAN

NOTES THIS SHEET

NOTES THIS SHEET

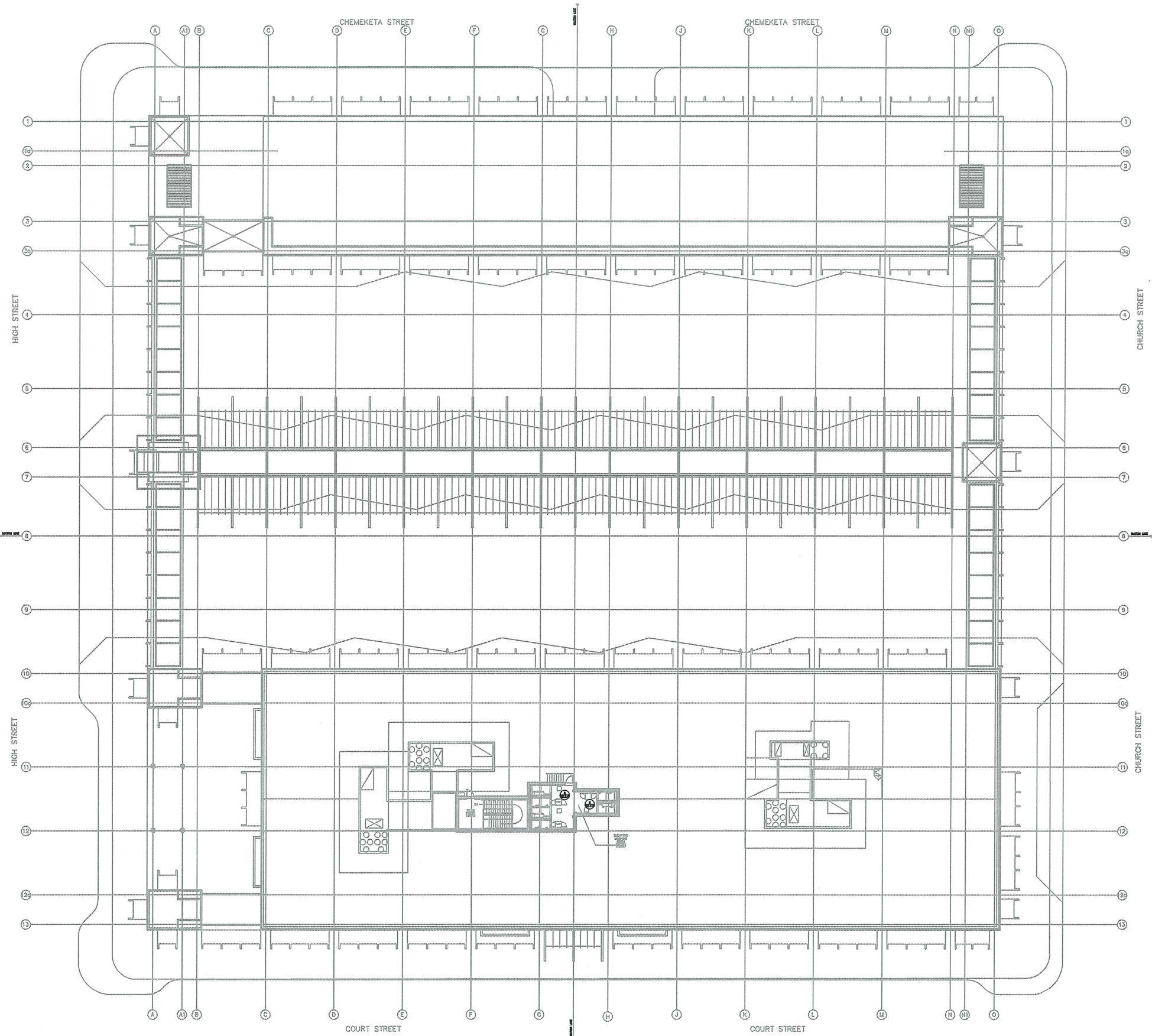


FOURTH FLOOR PLAN

NOTES THIS SHEET

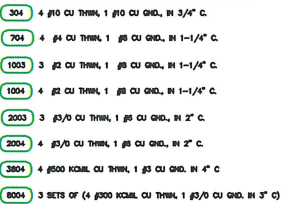
NOTES THIS SHEET

NOTES THIS SHEET



ROOF PLAN

NOTES THIS SHEET



480Y/277 VOLTS, 3 PHASE, 4 WIRE

Panel Schedule 110 4BP										3 Phase 4 Wire				Voltage LL				480 Voltage LG				277			
DC Devices: BREAKER										Mounting: SURFACE				Enclosure: NEMA 1				Available Fault Duty:				A 3 Phase			
Comments: MLD										Bus Rating: 400															
Ckt Description/ Location		MLoad Type		Criteria Ea Qty Den		Total VA		Remarks		Device Anps P		H Anps P		Remarks		Total VA		MLoad Type		Criteria Ea Qty Den		Description/ Location		Ckt No	
1	L-PARKING			2		2340				20	1	A	20	1		2400			2		L-PARKING			2	
3	SPARE									20	1	B	20	1		1950					L-PK ELEC ROOM, STO			8	
5	L-PK SV LOBBY			2		465				20	1	C	20	1							SPARE			10	
7	L-PK ALT#1			2		2481				20	1	B	20	1		1809			2		L-PK ALT#2			12	
9	SPARE									20	1	A	20	1							SPARE			14	
11	SPARE									20	1	C	20	1							SPARE			16	
13	L-PARKING			2		3380				20	1	B	20	1		2216			9		ALT#2 WEST FIRE			20	
15	SSP-2			9		3878				30	3	C	30	3		2216					ALT#2 EAST FIRE			22	
17	SSP-2			30		3878				30	3	A	30	3							SSP-1			24	
19	SSP-2			9		3878				20	1	B	20	1		3878			9		SSP-2			26	
21	SPARE									20	1	C	20	1		3878					SSP-1			28	
23	R-ALT, FUEL SOURCE			3		8864				40	3	A	40	3		7482			9		SSP-1			30	
25	EF-7			9		3817				40	3	A	40	3		7482					EF-4			32	
27	EF-7			9		3817				40	3	B	40	3		7482					EF-4			34	
29	EF-7			9		3817				40	3	C	40	3		7482					EF-4			36	
31	EF-6			9		3817				40	3	A	40	3		7482					EF-3			38	
33	EF-6			9		3817				40	3	B	40	3		7482					EF-3			40	
35	EF-6			9		3817				40	3	C	40	3		7482					EF-3			42	
37	EF-5			9		3817				40	3	A	40	3							TRANSFORMER XBP			44	
39	EF-5			9		3817				40	3	B	40	3							TRANSFORMER XBP			46	
41	EF-5			9		3817				40	3	C	40	3							TRANSFORMER XBP			48	
ENDUSE LOADS:		PHASE A VA		54797		PHASE B VA		43937		PHASE C VA		49500													
TOTAL LOADS:		CONNECTED KVA		221.9		CONNECTED KVA		202.6		DESIGN KVA		205.6													
		CONNECTED KVA		266.9		DESIGN KVA		243.7		PHASE C VA		248.6													

Panel Schedule 6021 2C5					3 Phase 4 Wire		Voltage LL: 208		Voltage LG: 120				
DC Devices: BREAKER		Device Family: BOLT-ON			Mounting: SURFACE		Enclosure: NEMA 1						
Comments: 400A/3P MAIN BREAKER					Bus Rating: 400		Available Fault Duty:		A 3 Phase				
Ckt No	Description/Location	%Load Type	Criteria Ea Qty Dem	Total VA	Remarks	Device P Amps	Device H Amps	Remarks	Total VA	%Load Type	Criteria Ea Qty Dem	Description/Location	Ckt No
1	R-DATA/PHONE		3	360		20	1	A 20 1	1524			3 R-JAN, RR, CONF, WH-1	2
3	R-CORR, EXPANSION		3	1440		20	1	B 20 1	1440			3 R=RECEPT, WORKROOM	4
5	R-EXPANSION		3	1440		20	1	C 20 1	1440			3 R-WORKROOM, OFFICE	6
7	R-EXPANSION		3	720		20	1	A 20 1	1500			7 R-REFRIGERATOR, BREA	8
9	SYST. FURNITURE		3	1000		20	1	B 20 1	1000			7 R-COFFEE MAKER	10
11	R-COMP, WORK, COMPUTE		3	720		20	1	C 20 1	1000			7 R-MICROWAVE	12
13	R-COMP, WORK, COMPUTE		3	540		20	1	A 20 1	1500			7 R-DISHWASHER	14
15	R-OFFICE, STOR.		3	1620		20	1	B 20 1	750			7 R-INSTA HOT	16
17	R-OFFICE		3	1260		20	1	C 20 1	1000			3 R-PRINTER	18
19	ELEVATOR, MACH. ROOM		3	1500		20	1	A 20 1	1000			3 R-COPIER	20
21	ELEV-1 CAR LIGHTS		1	600		20	1	B 20 1	1000			3 SYST. FURNITURE	22
23	ELEV-2 CAR LIGHTS		1	600		20	1	C 20 1	600			1 MAGNETIC DR HOLDERS	24
25	ELEV-3 CAR LIGHTS		1	600		20	1	A 20 1	540			1 ELEC. WATER COOLER	26
27	SPARE					20	1	B 20 1				SPARE	28
29	SPARE					20	1	C 20 1				SPARE	30
31	SPARE					20	1	A 20 1				SPARE	32
33	SPARE					20	1	B 20 1				SPARE	34
35	SPARE					20	1	C 20 1				SPARE	36
37	PANEL 2D5					200	3	A 20 1				SPARE	38
39	PANEL 2D5					200		B 20 1				SPARE	40
41	PANEL 2D5					200		C 20 1				SPARE	42
ENDUSE LOADS: PHASE A VA			9784.	PHASE B VA	8850.	PHASE C VA		8060.					
TOTAL LOADS: CONNECTED KVA			26.5	DEMAND KVA	20.5	DESIGN KVA		20.5					
CONNECTED FLA			73.5	DEMAND FLA	57.0	DESIGN FLA		57.0					

Panel Schedule 6022 2D5										3 Phase 4 Wire				Voltage LL: 208				Voltage LG: 120			
DC Devices: BREAKER		Device Family: BOLT-ON								Mounting: SURFACE				Enclosure: NEMA 1							
Comments: MLD										Bus Rating: 200				Available Fault Duty:				A 3 Phase			
Ckt No	Description/Location	Load Type	Criteria Ea	Qty Den	Total VA	Remarks	Device P Amps	Device H Amps	P	Remarks	Total VA	Load Type	Criteria Ea	Qty Den	Description/Location	Ckt No					
1	SPARE						20 1	A	20 1						SPARE	2					
3	SPARE						20 1	B	20 1						SPARE	4					
5	SPARE						20 1	C	20 1						SPARE	6					
7	SPARE						20 1	A	20 1						SPARE	8					
9	SPARE						20 1	B	20 1						SPARE	10					
11	SPARE						20 1	C	20 1						SPARE	12					
13	SPARE						20 1	A	20 1						SPARE	14					
15	SPARE						20 1	B	20 1						SPARE	16					
17	SPARE						20 1	C	20 1						SPARE	18					
19	SPARE						20 1	A	20 1						SPARE	20					
21	SPARE						20 1	B	20 1						SPARE	22					
23	SPARE						20 1	C	20 1						SPARE	24					
25	SPARE						20 1	A							SPACE	26					
27	SPACE							B							SPACE	28					
29	SPACE							C							SPACE	30					
31	SPACE							A							SPACE	32					
33	SPACE							B							SPACE	34					
35	SPACE							C							SPACE	36					
37	SPACE							A							SPACE	38					
39	SPACE							B							SPACE	40					
41	SPACE							C							SPACE	42					
ENDUSE LOADS: PHASE A VA			0.	PHASE B VA		0.	PHASE C VA		0.												
TOTAL LOADS: CONNECTED KVA			.0	DEMAND KVA		.0	DESIGN KVA		.0												
CONNECTED FLA			.0	DEMAND FLA		.0	DESIGN FLA		.0												

Panel Schedule 6041 2A5						3 Phase 4 Wire		Voltage LL: 208		Voltage LG: 120			
DC Devices: BREAKER		Device Family: BOLT-ON		Mounting: SURFACE		Enclosure: NEMA 1							
Comments: 200A/3P MAIN BREAKER				Bus Rating: 200		Available Fault Duty:		A 3 Phase					
Ckt No	Description/Location	Load Type	Criteria Ea Qty Dem	Total VA	Remarks	Device P Amps	Device H Amps	Remarks	Total VA	Load Type	Criteria Ea Qty Dem	Description/Location	Ckt No
1	R-OFFICE, SYST. FURN		3	1180		20 1	A 20 1		1440			3 R-FUTURE, REPRO	2
3	R-A, PLNR, OFFICE		3	1260		20 1	B 20 1		1000			3 R-COPIER	4
5	R-OFFICE, CONF		3	1080		20 1	C 20 1		1440			3 R-FUTURE, CONF, WAIT	6
7	R-OFFICE, SYST. FURN		3	1180		20 1	A 20 1		1180			3 R-OFFICE, SYST. FURN	8
9	R-OFFICE, STOR		3	1440		20 1	B 20 1		1440			3 R-OFF, INTR, RECEPT, WA	10
11	R-CORR, STOR, OFFICE		3	1260		20 1	C 20 1		360			3 R-DATA/PHONE	12
13	R-OFFICE, SYST. FURN		3	1180		20 1	A 20 1		1440			3 R-CORR, ELECT, EXPANS	14
15	R-ADMIN COMPUTER		3	800		20 1	B 20 1		900			3 R-ROOF	16
17	R-ADMIN COMPUTER		3	800		20 1	C 40 1		3600			11 ELEV. GROUP CTRLR	18
19	R-OFFICE		3	1440		20 1	A 20 1		600			1 ELECTRIC DR LATCHES	20
21	R-OFFICE		3	1440		20 1	B 20 1		1050			1 FIRE SMOKE DAMPERS	22
23	SYST. FURNITURE		3	1000		20 1	C 20 1					SPARE	24
25	R-OFFICE		3	1440		20 1	A 20 1					SPARE	26
27	R-QUIET, BRK. RM		3	1500		20 1	B 20 1					SPARE	28
29	R-INSTA HOT		7	750		20 1	C 20 1					SPARE	30
31	R-COFFEE MAKER		7	1000		20 1	A 20 1					SPARE	32
33	R-DISHWASHER		7	1100		20 1	B 20 1					SPARE	34
35	R-MICROWAVE		7	1000		20 1	C 20 1					SPARE	36
37	R-RR, STOR, EXPANS		3	1440		20 1	A 20 1					SPARE	38
39	SPARE					20 1	B 20 1					SPARE	40
41	SPARE					20 1	C 20 1					SPARE	42
ENDUSE LOADS: PHASE A VA			13520.	PHASE B VA	11930.	PHASE C VA		11290.					
TOTAL LOADS: CONNECTED KVA			36.4	DEMAND KVA	26.0	DESIGN KVA		26.0					
CONNECTED FLA			101.2	DEMAND FLA	72.1	DESIGN FLA		72.1					

Panel Schedule 620 445									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 400	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
2	2	2	2	2	2	2	2	2	
3	3	3	3	3	3	3	3	3	
4	4	4	4	4	4	4	4	4	
5	5	5	5	5	5	5	5	5	
6	6	6	6	6	6	6	6	6	
7	7	7	7	7	7	7	7	7	
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Panel Schedule 3021 282									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 400	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
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26	26	26	26	26	26	26	26	26	
27	27	27	27	27	27	27	27	27	
28	28	28	28	28	28	28	28	28	
29	29	29	29	29	29	29	29	29	
30	30	30	30	30	30	30	30	30	
31	31	31	31	31	31	31	31	31	
32	32	32	32	32	32	32	32	32	
33	33	33	33	33	33	33	33	33	
34	34	34	34	34	34	34	34	34	
35	35	35	35	35	35	35	35	35	
36	36	36	36	36	36	36	36	36	
37	37	37	37	37	37	37	37	37	
38	38	38	38	38	38	38	38	38	
39	39	39	39	39	39	39	39	39	
40	40	40	40	40	40	40	40	40	
41	41	41	41	41	41	41	41	41	
42	42	42	42	42	42	42	42	42	
Panel Schedule 3022 282									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 200	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
2	2	2	2	2	2	2	2	2	
3	3	3	3	3	3	3	3	3	
4	4	4	4	4	4	4	4	4	
5	5	5	5	5	5	5	5	5	
6	6	6	6	6	6	6	6	6	
7	7	7	7	7	7	7	7	7	
8	8	8	8	8	8	8	8	8	
9	9	9	9	9	9	9	9	9	
10	10	10	10	10	10	10	10	10	
11	11	11	11	11	11	11	11	11	
12	12	12	12	12	12	12	12	12	
13	13	13	13	13	13	13	13	13	
14	14	14	14	14	14	14	14	14	
15	15	15	15	15	15	15	15	15	
16	16	16	16	16	16	16	16	16	
17	17	17	17	17	17	17	17	17	
18	18	18	18	18	18	18	18	18	
19	19	19	19	19	19	19	19	19	
20	20	20	20	20	20	20	20	20	
21	21	21	21	21	21	21	21	21	
22	22	22	22	22	22	22	22	22	
23	23	23	23	23	23	23	23	23	
24	24	24	24	24	24	24	24	24	
25	25	25	25	25	25	25	25	25	
26	26	26	26	26	26	26	26	26	
27	27	27	27	27	27	27	27	27	
28	28	28	28	28	28	28	28	28	
29	29	29	29	29	29	29	29	29	
30	30	30	30	30	30	30	30	30	
31	31	31	31	31	31	31	31	31	
32	32	32	32	32	32	32	32	32	
33	33	33	33	33	33	33	33	33	
34	34	34	34	34	34	34	34	34	
35	35	35	35	35	35	35	35	35	
36	36	36	36	36	36	36	36	36	
37	37	37	37	37	37	37	37	37	
38	38	38	38	38	38	38	38	38	
39	39	39	39	39	39	39	39	39	
40	40	40	40	40	40	40	40	40	
41	41	41	41	41	41	41	41	41	
42	42	42	42	42	42	42	42	42	
Panel Schedule 3023 282									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 400	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
2	2	2	2	2	2	2	2	2	
3	3	3	3	3	3	3	3	3	
4	4	4	4	4	4	4	4	4	
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14	14	14	14	14	14	14	14	14	
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24	24	24	24	24	24	24	24	24	
25	25	25	25	25	25	25	25	25	
26	26	26	26	26	26	26	26	26	
27	27	27	27	27	27	27	27	27	
28	28	28	28	28	28	28	28	28	
29	29	29	29	29	29	29	29	29	
30	30	30	30	30	30	30	30	30	
31	31	31	31	31	31	31	31	31	
32	32	32	32	32	32	32	32	32	
33	33	33	33	33	33	33	33	33	
34	34	34	34	34	34	34	34	34	
35	35	35	35	35	35	35	35	35	
36	36	36	36	36	36	36	36	36	
37	37	37	37	37	37	37	37	37	
38	38	38	38	38	38	38	38	38	
39	39	39	39	39	39	39	39	39	
40	40	40	40	40	40	40	40	40	
41	41	41	41	41	41	41	41	41	
42	42	42	42	42	42	42	42	42	
Panel Schedule 3024 282									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 100	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
2	2	2	2	2	2	2	2	2	
3	3	3	3	3	3	3	3	3	
4	4	4	4	4	4	4	4	4	
5	5	5	5	5	5	5	5	5	
6	6	6	6	6	6	6	6	6	
7	7	7	7	7	7	7	7	7	
8	8	8	8	8	8	8	8	8	
9	9	9	9	9	9	9	9	9	
10	10	10	10	10	10	10	10	10	
11	11	11	11	11	11	11	11	11	
12	12	12	12	12	12	12	12	12	
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15	15	15	15	15	15	15	15	15	
16	16	16	16	16	16	16	16	16	
17	17	17	17	17	17	17	17	17	
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21	21	21	21	21	21	21	21	21	
22	22	22	22	22	22	22	22	22	
23	23	23	23	23	23	23	23	23	
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26	26	26	26	26	26	26	26	26	
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29	29	29	29	29	29	29	29	29	
30	30	30	30	30	30	30	30	30	
31	31	31	31	31	31	31	31	31	
32	32	32	32	32	32	32	32	32	
33	33	33	33	33	33	33	33	33	
34	34	34	34	34	34	34	34	34	
35	35	35	35	35	35	35	35	35	
36	36	36	36	36	36	36	36	36	
37	37	37	37	37	37	37	37	37	
38	38	38	38	38	38	38	38	38	
39	39	39	39	39	39	39	39	39	
40	40	40	40	40	40	40	40	40	
41	41	41	41	41	41	41	41	41	
42	42	42	42	42	42	42	42	42	
Panel Schedule 3025 282									
DC Devices	BREAKER	Device Family	BOLT-DN	Enclosure NEMA 1	Mounting SURFACE	Bus Rating 400	Available Fault Duty	A 3 Phase	
DC Description/	Total Load		Device P	Device Remarks	VA Type	Ca Qty	Dem Location	Ckt	
1	1	1	1	1	1	1	1	1	
2									

Form 4 - Substantiation Form**Marion County
Fire Alarm System Upgrade
Courthouse Square****By:**

Certified Systems, Inc.

Contractor Name**List of Construction Items** **Amount****DIVISION 0: GENERAL WORK****Insurance:**\$ N/A

See our insurance certificates for coverage amounts.

We have attached Exhibit A Insurance Certificate, for your review

Bonds:\$ 6,500

We will provide a performance and payment bond for this project.

We have attached Exhibit B Bond Forms, for your review

SUBCONTRACTOR BOND POLICY:

We will not require our subcontractors to carry any bonding on this project. The scope of work and cost for their portion of this project is minimal.

Permits and Fees:\$ 3,000

We are providing all required permits and plan review fees. We have included electrical permits, signaling system permits, fire alarm permits, and fire alarm plan review fees.

\$ N/A**Contractor's Fee:**

N/A

END OF SECTION

DIVISION 1: GENERAL CONDITIONS**Architectural & Engineering Services:**\$ N/AARCHITECTURAL SERVICES:

We have not included any architectural services for this project. Our proposal is based on Marion County providing accurate floor plan drawings in AutoCAD.

ENGINEERING SERVICES:

We have not included any engineering services for this project. Our proposal includes a fire alarm design by a NICET level IV Fire Alarm Technician. Oregon does not require an engineer to stamp fire alarm drawings, for plan review.

Builder's Contingency:

N/A

\$ N/A**Project Contingency:**

N/A

\$ N/ACONTINGENCY MANAGEMENT PROCESS:

N/A

Project Administration:\$ 10,000PROJECT MANAGEMENT:

We will oversee the development of the fire alarm design, and the plan review submittal process. Once we have approved plans, from the city of Salem, we will order the material. Upon receipt of material, we will schedule with owner's representative to commence with the installation. During installation phase, we will manage subcontractors schedule and work flow. At the conclusion of the installation we will fully test and commission the system with the city of Salem.

SUPERVISION:

Throughout the project our on site technicians will be filing daily project status updates with our superintendent. During each phase of the project our superintendent will be on site to communicate with our on site technicians and to update the owner's representative on our progress.

RFP No. BS-429-19

QUALITY ASSURANCE:

Our technicians will utilize our company's project management notebook, which has been evolving over the last decade. During installation, our superintendent will inspect the project to insure it is in compliance with applicable codes and conformance with the design and our company policies.

QUALITY CONTROL:

The manufacturers we have selected for this project are industry leaders with long track records of delivering reliable products.

Project Coordination:

We will meet with the owner's representative prior to start of installation, to discuss project phases, schedules, building access, and cable pathways. We will routinely provide status updates and forecasts on upcoming phases.

\$ 4,500

Temporary Facilities:

N/A

\$ N/A

Equipment and Tool Rental:

We will rent a lift for high work on the main level.

\$ 1,000

Travel and Subsistence:

N/A

\$ N/A

Special Inspections and Testing:

We will provide an updated NFPA 72 record of completion and a final testing and inspection form. We will test all new devices added to the system. Testing will be performed by a NICET Level IV Fire Alarm Technician.

\$ 10,000

Debris Removal:

All Debris will be removed and discarded at our shop.

\$ N/A

END OF SECTION

DIVISION 2: SITE WORK**Power Distribution:**

N/A

\$ N/A**Site Utilities:**

N/A

\$ N/A**Exterior Fire Protection:**

N/A

\$ N/A**END OF SECTION****DIVISION 13: SPECIAL CONSTRUCTION****Fire Alarm:**

New Notifier Devices:

We will provide a new photo detector and control module in one of the I.T. rooms on each floor.

\$ 3,000**Fire Suppression:**

N/A

\$ N/A**END OF SECTION**

DIVISION 16: ELECTRICAL

Electrical – Basic System:

\$ 3,000

We will provide an electrical circuit to each horn strobe power supply. Owner will provide the breaker in each of the electrical panels.

Emergency Power Generator:

\$ N/A

N/A

END OF SECTION

PROJECT OBJECTIVES INCLUDED:**Item # 1:****\$122,000**

We will meet all the minimum requirements identified in section 600 of the RFP. We will provide audible horns and strobes as stated. We will not provide emergency voice alarm communications systems. We will provide two horn strobe power supplies on each floor, for a total of twelve. We will install 307 ceiling mounted horn strobes and 26 ceiling mounted strobes. The ceiling mounted horn strobes in the parking area will be outdoor rated.

Item # 2:\$ N/A

N/A

Item # 3:\$ N/A

N/A

TOTAL PROPOSED AMOUNT:\$ 163,000**END OF PROPOSAL SUBSTANTIATION FORM**

EXHIBIT K

Schedule of Values

PAGE 1 OF 1 PAGES

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED	% G / C	BALANCE TO FINISH	RETENTION HELD
			FROM PREVIOUS	THIS PERIOD				
1	Preliminary / Schematic Design	\$6,000						
2	Design Development	\$11,000						
3	Construction Document Submittals	\$5,000						
	TOTAL	\$22,000						

Schedule of Values

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED	% G / C	BALANCE TO FINISH	RETENTION HELD
			FROM PREVIOUS	THIS PERIOD				
1	Install parking area conduit.	\$25,000						
2	Install electrical circuits.	\$3,000						
3	Install, program, and test Notifier devices.	\$3,000						
4	Install power supplies	\$10,000						
5	Install cabling	\$49,000						
6	Install horn strobes	\$41,000						
7	Testing and commissioning	\$10,000						
	TOTAL	\$141,000						