



**CITY OF OREGON CITY
COMMUNITY SERVICES DEPARTMENT**

**CONTRACT DOCUMENTS FOR THE
REMODEL OF THE
(FRONT OFFICE AT THE OREGON CITY SWIM POOL)**

JUNE, 2016

**City of Oregon City
P.O. Box 3040
1211 Jackson St
Oregon City, OR 97045
503.657.8273
www.orcity.org**

PUBLIC IMPROVEMENT CONTRACT AGREEMENT

This Agreement, made and entered into this 6 day of July, 2016, between the CITY OF OREGON CITY ("CITY"), acting by and through the City and TIMBERCREEK 1 CONSTRUCTION LLC. ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: REMODEL OF THE FRONT OFFICE AT THE OREGON CITY SWIMMING POOL in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Contract Agreement Scope of Work/Estimate Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Prevailing Wage Rates for Public Works Contracts in Oregon dated <u>July 1, 2015</u> Asbestos Certification Registration Business License Performance Bond & Payment Bond Special Provisions Recreation Technical Specifications Application for Payment	Contract Drawings All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion 45 consecutive calendar days after the Notice to Proceed. The project shall be ready for final acceptance within 50 consecutive calendar days after Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be sixty eight thousand three hundred and fifty dollars dollars (\$68,350.00)

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

(TIMBERCREEK 1 CONSTRUCTION LLC.)

by: _____
Tony Konkol
City Manager

Justin Pollack
Printed Name
by: [Signature]
Authorized signature

Title: Owner

by: _____
Denise Conrad
Interim Community Services Director

Federal Taxpayer ID Number:
87-0799158

Approved as to Legal Sufficiency: _____
By: [Signature]
City Attorney

Address:
20560 Indigo DR
Oregon City OR
97045
Date: 6-21-16

City Commission Award Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2016

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 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 David D Clarke Insurance Agency, Inc 4404 Expressway, Ste 103 Missoula, MT 59808	CONTACT NAME: David Clarke	
	PHONE (A/C, No, Ext): 406-542-6544	FAX (A/C, No): 406-728-5714
INSURED Justin Pollack DBA: Timbercreek Construction LLC PO Box 902 Missoula MT 59806	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Casualty Insurance Company, Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 21792		

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			M138000746	04/23/2016	04/23/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
		AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	DED	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OREGON CITY
625 CENTER ST
OREGON CITY, OR 97045

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

David D Clarke/

Timbercreek 1 Construction LLC

PO Box 2467
Oregon City, OR 97045
Justin Pollack
406-241-1450

Estimate

Date	Estimate #
5/4/2016	1555

Name / Address
Oregon City Swimming Pool 1211 Jackson Street Oregon City Oregon 97045 ATTN: Dale Smelser Bid: Swimmng Pool Office Entry Remodel

				Project
Item	Description	Qty	Rate	Total
02.10 Demo	Demo: Remove all existing cabinets.			
02.10 Demo	Demo: Concrete as per plan.		4,620.00	4,620.00
07 Wall Frame	Wall Framing as per plan.		7,550.00	7,550.00
16 Electrical & Li...	Electrical & Lighting as per plan.		11,300.00	11,300.00
21 Cabinets & Va...	Cabinets as per plan.		22,780.00	22,780.00
22 Specialty	Countertops will be non solid surface, Formica top color to be decided.		6,850.00	6,850.00
23 Floor Coverings	Floor Covering- Step of carpet as per plan and rubber cove base		4,250.00	4,250.00
24 Paint	Paint interior walls as per plan.		3,450.00	3,450.00
12 Doors & Trim	Passage gate as per plan.		1,270.00	1,270.00
28 Commissions	Profit and Overhead		6,280.00	6,280.00
Building Cost	Price includes all materials and labor for all construction phases listed above. Price does not include any permit costs.			0.00
Thank You!		Total		
		\$68,350.00		

OREGON CITY PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the

right to have cash retainage deposited in an interest bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on

OREGON CITY PUBLIC IMPROVEMENT STANDARD CONDITIONS

the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due 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 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this 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.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000. Coverage shall be for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing

OREGON CITY PUBLIC IMPROVEMENT STANDARD CONDITIONS

that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly,

and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

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4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

5. Work Schedule.

The Contractor shall notify the City a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the

same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City, and giving the Contractor four (4) hours notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.
- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.

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- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City City.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City. The City shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and insure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or

OREGON CITY PUBLIC IMPROVEMENT STANDARD CONDITIONS

acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the City and performed on all surfaces regardless of density requirements unless otherwise directed by the City. All test results shall be provided in written report form to the City.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the City. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the City's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the City access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the City facts necessary to determine actual cost of any part of all of the work. The City will consider a request for confidentiality to protect trade secrets.

If the City is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Sunday. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

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16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

20. Severability.

The parties agree that, if any term or provision of this Agreement 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.

21. Number and Gender.

In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

22. Captions and Headings.

The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

23. Calculation of Time.

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

24. Notices.

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

OREGON CITY PUBLIC IMPROVEMENT STANDARD CONDITIONS

26. Information and Reports.

Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working

papers prepared in conjunction with the project are the property of City, but may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due 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 30 days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement 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.

ORS 279C.520

(1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 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 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.525 In addition to any other laws, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) 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. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in

ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest on the progress payment, not including retainage, due the CONTRACTOR.

ORS 279C.580(3) CONTRACTOR shall pay the first-tier subcontractor for satisfactory performance under the subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY. If payment is not made within 30 days after receipt of payment from the contracting agency, the CONTRACTOR shall pay to the first-tier subcontractor an interest penalty as provided in ORS 279C.580(C). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.825 A fee established by administrative order, is required to be paid to the Commissioner of the Bureau of Labor and Industries at the time the City notifies the commissioner under ORS 279C.835 that a contract subject to the provisions of ORS 279C.800 to 279C.870 has been awarded.

ORS 279C.830(1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.
- (b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by this section. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by this section. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under this subsection. CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

PDX_DOCS:449976.2

BOLI PREVAILING WAGE RATES (PWR)

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found on line at www.oregon.gov/boli/whd/pwr/Pages/index.aspx. More specifically, they include:

<i>Prevailing Wage Rates for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2015</i>
<i>Prevailing Wage Rates Apprenticeship Rates</i>	<i>Effective January 1, 2015</i>
<i>Definitions of Covered Occupations for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2014</i>

6/23/2016

P:\ParksRec\POOL\PROJECTS\Front office remodel\Timbercreek Const\6. BOLI Reference Page 7-6-15.docx

ASBESTOS CERTIFICATION

ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

Is licensed

Is not licensed

Timbercreek 1 Construction LLC

Signature of Authorized Agent

Printed Name

Justin Pollack

Title

owner

Company

Timbercreek 1 Construction LLC

Date

6/22/16

REGISTRATIONS

REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the construction is licensed by the State.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date

6/22/16

Signature of Bidder

Title

owner

Contractor Name

Timbercreek 1 Construction LLC

Contractor CCB #

206985

Subcontractor

Subcontractor CCB #

BUSINESS LICENSES

BUSINES LICENSES **(OCMC 05.04)**

In accordance with Oregon City Municipal Code 05.04 (<http://www.oregoncity.org/finance/business-licenses>), no person shall carry on any business within the city without first obtaining an applicable City or Metro business license.

Contractor Name Timbercreek 1 Construction LLC

Oregon City Business License No. _____

Metro Business License No. waiting see attached *

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
- ☐ Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

Signature of Bidder _____

Title _____

Owner

*Note: A Metro business license is sufficient to perform work for the City provided the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License

Metro Store



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[Green](#)

[Parks](#)

[Planning](#)

[Special Use Applications](#)

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My Account

Metro - Order #13178

Your order details are shown below.

Order Status: Awaiting Fulfillment
Order Date: 22nd Jun 2016 @ 11:16 AM
Order Total: \$185.00 USD

Billing Details

ANGELA POLLACK
Timbercreek 1 Construction
LLC
20560 Indigo Drive
OREGON CITY, Oregon 97045
United States

Shipping Details

ANGELA POLLACK
Timbercreek 1 Construction
LLC
20560 Indigo Drive
OREGON CITY, Oregon 97045
United States

MANAGE YOUR ACCOUNT

[View Messages \(0\)](#)

[View Order Status](#)

[Completed](#)

[Your Address Book](#)

[Your Account Details](#)

[Your Recent Items](#)

Order #13178 Contained the Following Items:

ITEM DETAILS	PRICE
1 x Contractors' Business License (Form Completion status: I have already completed the form)	\$185.00
	Subtotal: \$185.00
	Shipping: \$0.00
	Grand Total: \$185.00

[REORDER](#)

Further info

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Metro Store



CATEGORIES

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Business License

Free for Metro residents

Green

Parks

Planning

Special Use Applications

Thanks for Your Order, ANGELA!

Your order number is: 13178

We've received your order and will begin processing it right away. For your records, an email confirmation has been sent to timbercreekconstructionllc@gmail.com. It contains details of the items you purchased and also a tracking number (if applicable).



I just bought 'Contractors' Business License' on Metro
<https://store-0i7fg.mybigcommerce.com>

Contractors and landscapers can buy a single license from Metro to construct, alter and repair structures in 20 cities. Pursuant to

Metro Code 2.09, the Metro Contractor's Business License (CBL) f...

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Free for Metro residents

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Thanks for Registering at Metro

Starred

Sent Mail

Drafts (3)

[Imap]/Sent

[Imap]/Trash (45)

More labels

Justin

Metro via [Google Mail](#)
to me

Hi ANGELA,

Thank you for creating your account at Metro. Your account details are as follows:

Email Address:

Password: [The password you specified]

To sign in to your account, please visit

If you have any questions regarding your account, click 'Reply' in your email client and

Metro

Metro is powered by Bigcommerce.

with Bigcommerce.

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Timbercreek 1 Construction, LLC
15098 S. Loder Rd
Oregon City, OR 97045

INVOICE

Customer	Timbercreek 1 Construction, LLC 2204
Date	06/22/2016
Customer Service	Direct Surety Insurance Sales Soy Wong
Page	1 of 1

Payment Information	
Invoice Summary	2,066.70
Payment Amount	
Payment for:	Invoice#6114
070022684	

Thank You

Please detach and return with payment

Customer: Timbercreek 1 Construction, LLC

Invoice	Effective	Transaction	Description	Amount
6114	06/22/2016	New business	Policy #070022684 06/22/2016-06/22/2017 Liberty Mutual Insurance Co. Surety - Perf & Pay \$68,350 FedEx Shipping Charge - Perf & Pay \$68,350 Due Date: 6/22/2016	2,051.00 15.70
				Total
				2,066.70

Thank You

Direct Surety 1065 E. Hillsdale Blvd Suite 230 Foster City, CA 94404	Date 06/22/2016
---	---------------------------

PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City, State of Oregon, on June 6, 2016, has awarded to Timbercreek 1 Construction, LLC, hereinafter designated as "Principal", a Contract for construction of Remodel of the Front Office at the Oregon City Swimming Pool the terms and provisions of which contract are incorporated herein by reference, and

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the City of Oregon City, State of Oregon, in the penal sum of sixty eight thousand three hundred fifty & no/cent Dollars (\$ 68,350.00), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal and all of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, to be fixed by the court; and this bond shall inure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall inure to the benefit of any all persons, companies and corporations entitled to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

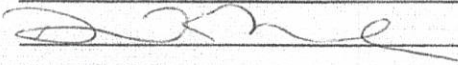
And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 22nd day of June, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Timbercreek 1 Construction, LLC

Principal

The Ohio Casualty Insurance Company



David K. Mahler, Attorney-In-Fact

Attorney-in-Fact, Surety

Druml Bonding and Insurance Services, 1135 Farragut Blvd., Foster City, CA 94404

Name and Address
Local Office of Agent



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. 7336823

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, David F. Druml; David K. Mahler

all of the city of Foster City, state of CA 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 20th day of April, 2016.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

On this 20th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 22nd day of June, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

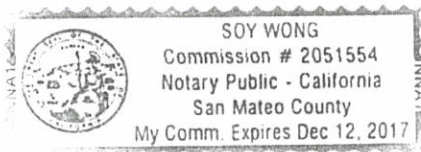
State of California)

County of San Mateo)On June 22, 2016 before me, Soy Wong, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David K. Mahler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Bond No. 070022684
Premium \$2,051.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City; of Oregon, on June 6, 2016, has awarded to Timbercreek 1 Construction, LLC hereinafter designated as the "Principal", a Contract for construction of Remodel of the Front Office at the Oregon City Swimming Pool the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Oregon City, State of Oregon, in the penal sum of Sixty eight thousand three hundred fifty & no/cents Dollars (\$ 68,350.00), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Oregon City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of Sixty eight thousand three hundred fifty & no/cents Dollars (\$ 68,350.00), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Oregon City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of Sixty eight thousand three hundred fifty & no/cents Dollars, (\$ 68,350.00), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of Oregon City or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified,

we agree to pay to said City of Oregon City, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 22nd day of June, 2016, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Timbercreek 1 Construction, LLC

Principal

The Ohio Casualty Insurance Company



David K. Mahler, Attorney-In-Fact

Attorney-in-Fact, Surety

Druml Bonding and Insurance Services, 1135 Farragut Blvd., Foster City, CA 94404

Name and Address
Local Office of Agent



CITY OF OREGON CITY SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this Contract consists of the following improvements:

FRONT OFFICE REMODEL AT THE OREGON CITY SWIMMING POOL

The scope of work for this project includes all labor, equipment, and materials process necessary to:

Contractor is responsible for:

- **Remodeling the Front Office per drawing specifications and provided estimate**
- **All applicable inspections**

Provide material and labor to complete the following:

- **Demo, remove and dispose of all existing cabinets**
- **Demo concrete and repair as per plan**
- **Electrical and Lighting as per plans**
- **Paint front office ceiling and soffit**
- **Replace, repair or improve existing light covers**
- **Replace ceiling fan**
- **Construct cabinets per plans**
- **Lacquer finish on pool side cubbies**
- **Remove and replace walk off carpet**
- **Paint interior walls**
- **Construct Passage gate as per plan**

APPLICABLE SPECIFICATIONS

The Standard Specifications for this project shall be the "2016 Oregon Standard Specifications for Construction" prepared and amended by the Oregon Department of Transportation and the American Public Works Association, Oregon Chapter, which shall be incorporated into these Contract Documents and made a part of hereof in their entirety except as amended by the Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, the consultant's authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the City. This does not include authority to approve contract changes or semifinal and final inspection of the Project.

CLASS OF PROJECT

This is a Local Agency project.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.20 Definitions – Make modifications to the list of definitions as follows:

Agency - Defined as the City of Oregon City

Bid Booklet – The bidding documents bound with the Solicitation Documents that contains the information identified in 00120.10.

Bid Proposal – The bidding forms included in Part I Bidding Documents of the Solicitation Documents as identified in 00120.10.

Bid Section – The portion of the Solicitation Documents labeled, Part I Bidding Documents.

Construction Contracts Unit – City of Oregon City Parks and Recreation Department.

City – The Aquatic and Recreation Supervisor of the City of Oregon City, and/or its authorized representatives.

Final Acceptance – Written confirmation by the Agency that the Project has been accepted by the Agency.

Project Manager – The Agency’s representative who directly supervises the administration of the Contract.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

This section is not applicable to this contract.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

This section is not applicable to this contract.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency Required Changes in the Work – Replace the paragraph beginning with “Upon receipt of a Change Order.....” with the following:

Changes in the work will be initiated by a Contract Change Order if the changes are significant as addressed in 00195.20(b) and/or if there are no applicable unit prices. If the changes are not significant and there are applicable unit prices, the work will be initiated by written direction from the City.

Upon receipt of a Change Order or written direction from the City, the Contractor shall perform the Work required. If the Work increases the total Contract Amount, the Contractor shall notify the Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents. The Contractor’s performance of Work pursuant to a Change Order or written direction from the City shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00180.80.

Add the following Section:

00140.31 As-Built Records – Contractor shall maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of “as-built” drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds.

Accurate, complete and current “as-built” drawings are a specified requirement for full payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of “as-built” drawings.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

1. Record location of underground services and utilities as installed.
2. Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
3. Record changes in dimension, location, grade or detail to that shown on the plans.
4. Record changes made by change order.
5. Record details not in the original plans.
6. Provide fully completed shop drawings reflecting all revisions.

00140.40 Differing Site Conditions – Add the following to this section:

The Contractor’s attention is directed to the Proposal and the declaration made and signed therein concerning examination and investigation of the site. In no event shall “changed conditions” be deemed to include conditions that the City determines would have been disclosed by examination of the site and/or review of “as-built” information and other records prior to bidding the project or by pot-holing during construction as discussed below. “As-built” plan sheets are available upon request.

It is critical that the contractor carefully inspect each manhole, structure, and other point of utility connection to verify the suitability of the City's recommended connection method prior to excavation for that utility. The contractor's failure to adequately inspect each manhole and other points of connection directly accessible from the surface, and to pothole points of potential conflict, as agreed to with the City, to verify the suitability of the recommended connection method in advance of trenching or other excavation, shall invalidate any claims for delay and/or expenses that would not have otherwise been incurred.

When pot-holing is determined to be necessary, the Contractor shall complete the pot-holing before trenching or pipe installation is within 100 feet of the existing conflicting utility or impediment unless otherwise directed by the City. Contractor shall report accurately the exact location and depth of same existing conflicting utility to the City sufficiently in advance so that the designed horizontal and vertical alignment may be adjusted by the City to accommodate conflicting existing utilities or impediments, where necessary, without inconvenience or delay of the work.

When a differing site condition as defined in Section 00140.40 occurs, the Contractor shall make no claims for payment adjustments for the first two (2) working days of delay associated with the differing site condition during which the City attempts to design or coordinate a solution. The Contractor may make a request for contract time adjustment according to Section 00180.80(c).

Failure to call for locates in a timely manner, to discover or uncover an existing overhead or underground utility or other impediment or to report its size, location and depth as specified herein, or failure to perform any of the aforementioned work in a timely manner to the City's satisfaction, shall invalidate any claim of changed conditions or out-of-sequence work and shall invalidate any subsequent request(s) for extra payment therefore. Any additional work, including but not limited to excavation, pipe-laying, fittings, re-laying of pipe or reinstallation of appurtenances that the City determines to be required as a result of the Contractor's failure to perform any of the work required by this section, shall be entirely at the Contractor's expense.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.10(a) Order of Precedence – Add the following bulleted items after the “Contract Change Orders” bulleted item:

- Permits from governmental agencies;
- The public improvement contract;
- Addenda (if issued);
- Bid Proposal;

00150.15(b) Agency Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Agency will not establish any principal grades or lines.

00150.15(c) Contractor Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall be responsible to furnish all principal lines, grades, and measurements as needed to construct the work per the requirements outlined in Section 00305.

00150.20(a) Inspection by the City – Supplement the first paragraph with the following

The Contractor shall notify the City a minimum of one working day in advance for inspection of all portions of the Work.

00150.30 Delivery of Notices – Supplement this section with the following

Notices may also be delivered electronically by email or through a confirmed facsimile transmission. Notices transmitted electronically shall be delivered, if to the Agency, to the office and attention of the City and, if to the Contractor, to the office and attention of the Contractor's superintendent.

00150.50 Cooperation with Utilities – Add the following Section:

(f) Utility Information:

The following organizations have utilities within the limits of the Project. Relocation work is not anticipated beyond the work outlined below:

Utility

1. Oregon City Public Works

122 S. Center Street

Oregon City, OR 97045

Water System Contact: Kevin Hanks, khanks@orccity.org

Sanitary and Storm System Contact: Eric Hand, ehand@orccity.org

Street System Contact: Matt Powlison, mpowlison@orccity.org

503.657.8241 office

2. Portland General Electric

209 Warner Milne Road

Oregon City, OR 97045

Contact: Larry Griggs

Larry.Griggs@pgn.com

503.963.6860 alt. phone

503.742.8417 phone

3. NW Natural

20285 SW Cipole Road

Sherwood, OR 97140

Contact: Robert Keller

rmk@nwnatural.com

503.226.4211 x4361 office
503.816.0299 cellular

4. **CenturyLink**
8021 SW Capitol Hill Road, Room 110
Portland, OR 97219
Contact: Scott Miller
Scott.Miller4@centurylink.com
503.242.4144 phone
5. **Comcast**
Comcast WPDx
10831 SW Cascade Avenue
Tigard, Oregon 97223
Contact: Kenneth Wills, Construction Coordinator 3
503.793.9981 Cell
503.596.3767 Office
Kenneth_wills@cable.comcast.com
6. **Clackamas County**
Transportation Maintenance - Signal Operations
902 Abernethy Road
Oregon City, Oregon 97045
Contact: Kent Bauman
503.650.3735
KentBau@co.clackamas.or.us
7. **Beaver Creek Telephone**
Contact: Ron Wasch
503.632.6959

The Contractor may also need to coordinate work efforts with the following organization:

B&B Leasing (Garbage)
503.657.8403 phone

TriMet (Public Transit)
503.238.7433 phone

Oregon City School District (Bus Transportation)
1417 12th Street
Oregon City, Oregon 97045
503.785.8000

This Project is located within the Oregon Utility Notification Center area, which is a utilities notification system for notifying owners of utilities about Work being performed in the vicinity of their facilities. The utilities notification system telephone number is 1.800.332.2344 or 811 in Oregon.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment –
Supplement this section with the following:

The Contractor shall follow an approved truck route when hauling all materials and equipment beyond the limits of the Project Site. The proposed truck route to be used by the Contractor shall be submitted to the City for review and approval prior to the start of work.

00150.70 Detrimental Operations – Add the following to the end of this Section:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the City videotape showing private property, which may be disturbed during construction.

Add the following section:

00150.81 Correction of Work Before Final Payment – The Contractor warrants to the City 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 and replace all defective materials, equipment and Work as determined by the City, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

00150.95 Final Acceptance – Add the following:

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies, the following documentation shall be delivered to the City:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of the owner;
- Final pay estimate;
- Evidence that the Maintenance Bond will remain in effect for one year following the date of Final Acceptance;
- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

00150.96 Maintenance Warranties and Guarantees - Add the following paragraphs:

The Contractor shall provide a 100% Maintenance Bond for a period of one year from the date of final acceptance by the Agency. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Agency of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the Agency and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the guaranty provisions.

In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the Agency, any and all defects, breaks, or failures of the Work occurring during the specified warranty period due to faulty or inadequate materials or workmanship. Repair damage or disturbance to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year maintenance period required shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Agency may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.10(b) Approval of Quantity of Materials Ordered – Remove and replace the first paragraph with the following:

Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

00160.50(b) Waste, Excess, and By-Product Materials – Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified by the City, all waste, excess, and by-product materials resulting from the Work are the property of the Contractor and are to be removed from the site. The cost of removal and disposal of waste, excess, and by-product materials will be incidental to applicable pay items, and no additional payment will be made for such removal.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.10(d) Agency’s Payment of the Contractor’s Prompt Payment Obligations – Delete the word “ODOT” from the second sentence.

00170.70(a) Insurance Coverages – The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

00170.70(c) Additional Insured – Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured under the Contract:

- The City of Oregon City and its officers, agents, and employees
- .

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this section:

Extend indemnity and hold harmless to the Agency and the following:

- The City of Oregon City and its officers, agents, and employees

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due under the Contract – Delete the first bulleted item and replace with the following:

- The assignment request is made on a form acceptable to the Agency;

00180.10 Responsibility for Contract – Add the following sentence to the end of this Section:

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.21 Subcontracting – Delete the last sentence of the second paragraph and delete the two bulleted items from part (a); delete the sixth (6) bulleted item from part (c) and replace with the following:

- The disclosed Subcontractor does not hold a license from the Construction Contractor’s Board or Landscape Contractor’s Board, as appropriate, and is required to be licensed by the board;

00180.22 Payments to Subcontractors and Agents of the Contractor – Delete the second paragraph in its entirety.

00180.31 Required Materials, Equipment and Methods – Add the following sentence to the beginning of this Section:

The Agency is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

00180.40(a) In General – Add the following bulleted items:

- Limit hours of construction to between 7:00 AM to 6:00 PM, Monday through Saturday. Construction in all project areas is prohibited on Sunday.
- Construction vehicles shall park on the construction site or at a location approved by the City or private property owner. Contractor parking shall not interfere with the everyday operations of the businesses surrounding and/or adjacent to the project area.
- Clean up the project area and leave it in a neat and secured manner at the end of each workday. Backfill or cover all open excavations with pinned steel sheets capable of supporting traffic loads.
- In no way shall the Contractor’s employees or subcontractors drive, step, work, or otherwise encroach upon private property, unless approved in writing by both the City and the private property owner.
- Provide the Agency Project Manager with a 24-hour emergency contact person’s name and telephone number.

Add the following subsections:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Section
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)

00180.41 Project Work Schedules – A Type B schedule as detailed in the Standard Specifications is required on this Contract.

Add the following paragraphs:

“The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the City. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work and fixed completion dates for those milestones.”

Add the following sections:

00180.41(i) Weekly Schedule – Submit a weekly progress schedule to City at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

00180.41(j) Customer Service Element to Construction Schedule – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor’s construction schedule, the Contractor shall submit, prior to the pre-construction conference, a plan to the City that identifies: construction sequencing and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection and other daily deliveries, as applicable.

00180.42 Preconstruction Conference – Supplement this section with the following:

The Contractor is required to contact the Agency to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen and major suppliers – those who will actually be involved in construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the City, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by City review. Some items may also require submittal in advance of the preconstruction meeting per the specifications.)

- Contractor’s plan of operation and progress schedule (3+ copies)

- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- "Project Labor List" for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans (3+ copies)
- Erosion and Sediment Control Plan (3+ copies)
- Pollution Control Plan (3+ copies)
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route

During the preconstruction conference, be prepared to discuss the following items:

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies

- Construction Citing, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Rights-of-way, Easements and Temporary Construction Easements

In addition to the preconstruction conference, the City reserves the right to require the Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

00180.43 Commencement and Performance of Work – Add the following bulleted item to the end of this Section:

- Conduct the Work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin Work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project of which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following Section:

00180.44 Weekly Construction Meetings – Schedule and coordinate weekly construction progress meetings between the Contractor, Agency Project Manager, City, utilities, subcontractors and subconsultants to discuss project schedule, payment and other issues.

Create and record meeting minutes for each weekly construction meeting. Provide copies of meeting minutes to all parties in attendance prior to the next regularly scheduled meeting. Meeting minutes shall include a running summary of topics discussed at previous weekly meetings.

00180.50 (c) Beginning of Contract Time – Replace this subsection, except for the subsection number and title, with the following:

Substantially complete all Work to be done under the Contract before the elapse of 45 Calendar Days. Final completion shall be complete within 50 calendar days.

Recording of the elapse of Calendar Days will begin the first calendar day following the date of the Notice to Proceed.

00180.50(g) End of Contract Time – Replace the last paragraph with the following:

The Contract shall complete all tasks listed in the Second Notification within thirty (30) calendar days following the issue date, unless otherwise agreed upon by the City in writing. Liquidated Damages will be assessed in accordance with Section 00180.85 of the Standard Specifications and these Special Provisions if the tasks are not completed within this time frame.

00180.85(b) Liquidated Damages – Add the following paragraph:

The liquidated damages for failure to complete the Work on time are identified in item 4 of the Oregon City Public Improvement Standard Conditions made a part of this Contract.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

This section is not applicable to this contract

SECTION 00195 – PAYMENT

This section is not applicable to this contract

SECTION 00196 - PAYMENT FOR EXTRA WORK

This section is not applicable to this contract

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

This section is not applicable to this contract

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

Add the following section:

00199.15 Inappropriate Protest or Claim as Breach of Contract – It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor’s position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner shall constitute a breach of the Contract.

00199.20 Protest Procedure – Replace this entire section, except for the section number and title, with the following:

If the Contractor disagrees with anything required in a Change Order or other written or oral order from the City, including any direction, instruction, interpretation, or determination that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

- (a) Oral Notice** – Give oral notice of protest to the City and outline the areas of disagreement before starting or continuing the protested Work.

- (b) Written Confirmation of Oral Notice** – Not later than the end of the next business day following the day that oral notice of protest is given; deliver written documentation to the City of the oral notice that includes the notice of protest and the areas of disagreement.
- (c) Written Notice** – File a proper written notice of protest with the City within seven Calendar Days after receiving the protested order. In the notice the Contractor shall:
- Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates and Work involved;
 - Describe Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
 - Describe the nature of the damages;
 - Cite the specific Contract provision(s), if any, that support the protest;
 - Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
 - If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION FOR ANY PART OF THE PROTESTED WORK.

- (d) City's Record and Response** – The City will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) business days of receipt of a timely filed written notice of protest. The City has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.
- (e) Final Documentation of Claim** – Within 60 Calendar Days following completion of the protested work, Contractor shall provide the City with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the City, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.
- (f) Records** – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the City access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the City.
- (g) Comparison of Records** – Provide the City adequate facilities for keeping cost and time records of the protested Work. The Contractor and the City will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.
- (h) Work to Proceed** – In spite of any protest, proceed promptly with the Work ordered by the City.

- (j) Evaluation of Protest** – The City has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the City. Provided the procedures above are followed, the City will promptly evaluate all protests and, if the protest is denied, advise the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the City will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

If the Contractor does not accept the City's evaluation of the protest, the Contractor may pursue a claim as described in 00199.30.

00199.30(b) Claims Requirements – Replace the first paragraph with the following:

At any time during the progress of the Work, but not later than 15 Calendar Days following the date of the Second Notification, the Contractor shall submit to the City claims for compensation additional to that specified in the Contract, except claims waived by the Contractor per 00199.30(a). A claim not submitted within the 15 day limit is deemed waived by the Contractor, and the Agency may reject it.

00199.30(d) Access to Records – Replace the third sentence with the following:

The Contractor shall retain all Contract records for a period of at least three years after the release of final payment or until all disputes, including litigation, if any, are resolved (the “record retention period”).

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Remove and replace this Section with the following:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – The Agency intends to resolve claims at the lowest possible administrative level. If the City denies the claim, in full or in part, pursuant to 00199.40(a), the Contractor may request review of the denial. The disputed claim may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as set forth in (b) through (d) of this Section. All of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

- (a) Decision by the City** – The City will, as soon as practicable, consider, investigate, and evaluate a Contractor’s claim for additional compensation, or for additional compensation and Contract Time, if submitted as required by 00199.30.

If the City determines that additional information or documentation is needed to allow proper analysis of the claim, the Contractor shall meet with the City within 14 Calendar Days, or as otherwise agreed by the parties, to present the additional information or documentation, or make other arrangements with the City to supply that material.

The City will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor's claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the City and Contractor have agreed upon a longer response time. If the Contractor does not accept the City's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the City arrange a review at Step 1 (See (b) below).

(b) Step 1: City Level Review – The Contractor shall request that the City arrange a meeting with the City in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the City determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The City will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the City.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 180 Calendar Days from the date of receipt of the City's written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

(c) Step 2: Arbitration and Litigation – The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Clackamas County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Clackamas County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. 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.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Clackamas County Circuit Court; provided,

however, if a dispute 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, Portland Division. In no event shall this Subsection be construed as a waiver by the City of Oregon City on any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

(d) Payment of Costs, Expenses and Attorney's Fees – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses, arbitrator fees and expenses, and costs of discovery.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the City of Oregon City if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the City City's Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

00199.50 Mediation – Replace this section, except for the section number and title, with the following:

Mediation is a condition precedent to litigation as detailed above in amended Section 00199.40(c).

SECTION 00210 – MOBILIZATION

This section is not applicable to this contract

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

This section is not applicable to this contract

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

This section is not applicable to this contract

SECTION 00290 – ENVIRONMENTAL PROTECTION

This section is not applicable to this contract

SECTION 00305 – CONSTRUCTION SURVEY WORK

This section is not applicable to this contract.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

This section is not applicable to this contract

SECTION 00330 – EARTHWORK

This section is not applicable to this contract

SECTION 00340 – WATERING

This section is not applicable to this contract

SECTION 00495 – TRENCH RESURFACING

This section is not applicable to this contract

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

This section is not applicable to this contract:

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

This section is not applicable to this contract.

Specifications

Project Schedule Details

- The Oregon City Swimming Pool will be open to the public from 6am to 8pm Monday through Saturday with a few exceptions for holidays.
- Contractor is to maintain an unencumbered access way for the public use of the facility.
- Contractor is to ensure that life safety and public safety are a priority. Contractor to ensure that the construction site and staging areas are safe and appropriately signed.
- Contractor will utilize B & B Leasing if a dumpster is required onsite.
- Contractor shall secure any R.O.W. permits from the City Engineering Dept. if dumpster is located in the R.O.W.
- Liquidated damages of \$250.00 per day will be assessed against the selected Contractor if they fail to complete the projects within their promised deadline.

Project Sequence

- The City of Oregon City has conducted a design phase and building permits have been approved.
- The Contractor shall utilize permitted drawings and material specifications equal to or greater than specified on the drawings and finish legend provided.
- Contractor is responsible for all applicable inspections and the closeout of all permits

Acceptable Materials and Installation Requirements

- Codes: Meet or exceed the currently adopted version of all applicable codes, including but not limited to Oregon Environmental Health rules, Uniform Building Code (UBC), National Electric Code (NEC), International Plumbing Code (IPC), American Concrete Institute (ACI), American Society for Testing and Materials (ASTM), American Society of Mechanical City's (ASME), International Play Equipment Manufacturers Association (IPEMA) and American National Standards Institute (ANSI) and American Architectural Manufactures Association (AAMA) and Aluminum Association (AA).
- Product Equal to or greater than what is specified in Finish Legend listed on the drawings provided

General Conditions

Permits

The Contractor will be responsible for obtaining and paying for any required permits except the building permit that The City has obtained.

Changes

Changes in the installation to meet existing conditions shall be made at CONTRACTOR's expense unless such existing conditions were unforeseeable, in which case they will be compensated for at the approval of the Owner. The City may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the Contractor, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to the Contract Agreement.

Quality Assurance

All work is to be installed by competent workmen experienced in the trade in a quality manner acceptable to the Owner. The Contractor shall provide at least one person who shall be present at all times during execution of any Work who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation.

Contractor Responsibility**Each Contractor shall:**

- Keep the premises clean and free of excess materials and rubbish incidental to his Work. Dust created within the building must be contained and / or kept to a minimum.
- Any work performed by the contractor outside the provisions of the contract must be approved in advance by the Owner.
- Protect all Work and existing site features at all times. Contractor is responsible for repairs, restoration of established grades, replacement or compensation of any damage inflicted on existing structures, existing landscape, or other site features to a state equal to or better than that, which existed prior to the commencement of this contract. All repairs shall conform to the City of Oregon City codes, regulations and industry standards.
- At the conclusion of work, contractor shall return the site to its original condition. This may include concrete repair, paint repair, carpet or floor repair. All equipment and debris are to be removed from the site at the conclusion of work.
- Contractor shall stay within defined work area due. The facility will still be open to the public during all phases of the project.
- Contractor is responsible for the security of their equipment and materials. Defined storage area must be approved by the City.
- Any lift used on the interior must be approved by the city.
- Contractor will utilize B & B Leasing if a dumpster is required onsite.
- Secure any R.O.W. permits if dumpster is located in the R.O.W.
- All applicable inspections to be arranged by Contractor.

Work Schedule/Timeline

- The Contractor shall notify the City a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to other contractors on this project that are not related to your contract and/or residents.
- Timeline of construction will be provided to Aquatic and Recreation Supervisor at least 10 days before work commences. Project will be at substantial completion 45 consecutive calendar days after receipt of Notice To Proceed and final acceptance will be 50 consecutive calendar days.

Clean Up

Upon completion of work, Contractor shall remove all excess material, equipment and debris and leave the area in a neat and acceptable condition. Maintain all walks and paved areas free of litter and debris.

FRONT OFFICE REMODEL AT THE OREGON CITY SWIMMING POOL**Detailed Specifications**

The scope of work for this project includes all labor, equipment, and materials process necessary to:

Contractor is responsible for:

- Remodeling the Front Office per drawing specifications and provided estimate
- All applicable inspections

Contractor to provide material and labor to complete the following:

- Demo, remove and dispose of all existing cabinets
- Demo concrete and repair as per plan
- Electrical and Lighting as per plans
- Paint front office ceiling and soffit
- Replace, repair or improve existing light covers
- Replace ceiling fan
- Construct cabinets per plans
- Lacquer finish on pool side cubbies
- Remove and replace walk off carpet
- Paint interior walls
- Construct Passage gate as per plan

CONTRACTOR'S APPLICATION FOR PAYMENT FORM

To: City of Oregon City
Attn: Rochelle Parsch, Aquatic and Recreation Supervisor
PO Box 3040
1211 Jackson Street.
Oregon City, OR 97045

Dates this _____ day of _____, 2014. Payment Application No. _____

Pay Period:

Start Date: _____

End Date: _____

Application is made for payment, as shown below, for work performed and materials furnished, in accordance with the Contract.

Check one: Progress payment Final Payment (attach Release of Liens and Claims Form)

1. Original Contract Price	\$
2. Net Change by Change Orders	\$
3. Contract Price to Date (Line 1 plus line 2)	\$
4. Total Work Completed and Stored to Date	\$
5. Retainage (5% of completed or stored material to date)	\$
6. Total Earned Less Retainage (Line 4 less line 5)	\$
7. Less Previous Payment (Line 6 from previous payment)	\$
8. Current Payment Due	\$
9. Balance to Finish (line 3 less line 6)	\$

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

Company Name: _____ Signature: _____

Typed Name: _____ Title: _____

Address: _____

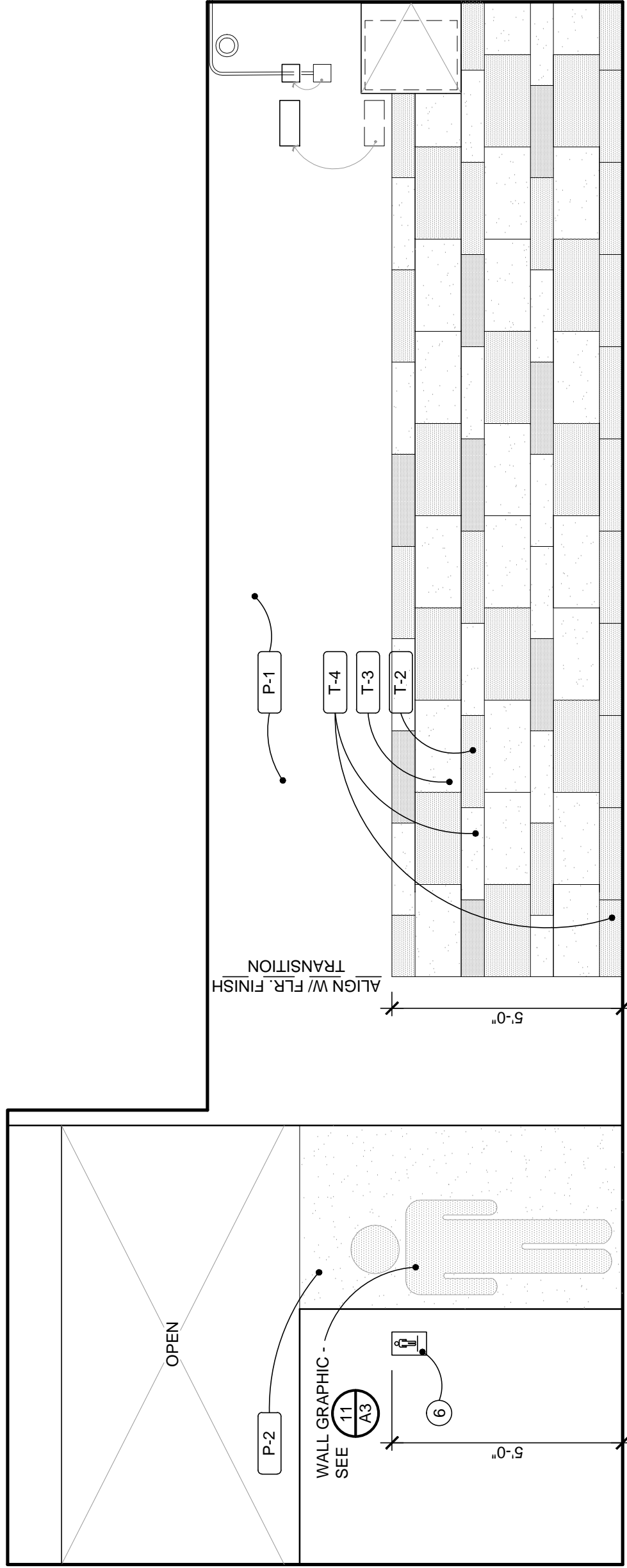
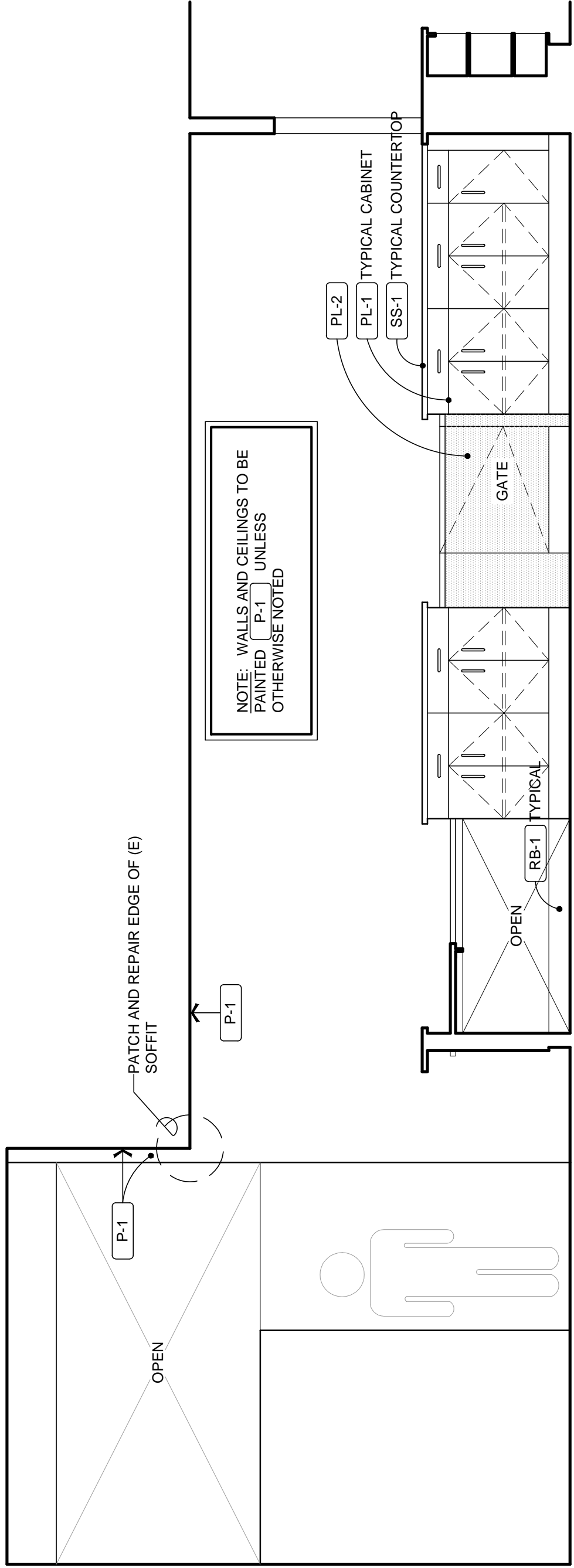
Phone: _____ Fax: _____

SCOTT | EDWARDS ARCHITECTURE LLP
2525 E. Burnside St., Portland, OR 97214
phone: (503) 226-3617 www.seallp.com

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phone:(503) 226-3617 www.seallp.com

DRAWING INDEX	
A1	FLOOR PLAN AND NOTES
A2	INTERIOR ELEVATIONS AND DETAILS
A3	INTERIOR ELEVATIONS AND DETAILS
A4	REF. CEILING & SCHEMATIC POWER / DATA DRAWING
PROJECT DIRECTORY	
OWNER CITY OF OREGON CITY PARKS AND RECREATION 1211 JACKSON ST. OREGON CITY, OR. 97045 ATTN: ROCHELLE ANDERHOLM-PARSH (503) 496-1572	
ARCHITECT SCOTT EDWARDS ARCHITECTURE LLP 2525 E BURNSIDE PORTLAND OR. 97214 ATTN: ANDREW KRAUS (503) 226-3617	
PROJECT DESCRIPTION INTERIOR REMODEL ADMINISTRATIVE WORK AREA: - REPLACE (E) CABINETS AND COUNTERTOPS - ADD (N) STOREFRONT SECURITY PARTITION BTWN. STAFF AND POOL - ADD (N) FIRST AID SINK - UPDATE (E) FINISHES	
FAMILY CHANGING ROOMS: - CONVERT (E) OFFICE AND TOILET ROOMS INTO (2) ACCESSIBLE FAMILTY CHANGING ROOMS, INCLUDING; - NEW DOORS AND FRAMES - NEW FURNITURES - NEW FINISHES	
FINISH LEGEND XXXX	
P-1 GENERAL WALL PAINT DESC: UNIFORM WHITE FINISH: UNIFORM SEMI GLOSS EXTERIOR/ INTERIOR LATEX ENAMEL COLOR: 8498	
P-2 GENERAL WALL PAINT DESC: UNIFORM WHITE FINISH: UNIFORM SEMI GLOSS EXTERIOR/ INTERIOR LATEX ENAMEL COLOR: BLUE SUEDE SHOES 7366	
PI-1 PLASTIC LAMINATE @ CABINET FRONTS DESC: WILSONART FINISH: GLOSS COLOR: GREY WASH 4877 38	
PI-2 PLASTIC LAMINATE @ GATE DESC: WILSONART FINISH: GLOSS COLOR: NEVAMAR FOUNDRY S2084T	
PT-1 CONTRACTOR CHOICE OPTION A: DESC: PHENOLIC PARTITION PANEL FINISH: PHENOLIC PARTITION PANEL TEXTURE: SCRATCHON PRODUCTS COLOR: ORANGE FUEL CHARCOAL GREY	
OPTION B: DESC: PHENOLIC PARTITION PANEL FINISH: PHENOLIC PARTITION PANEL TEXTURE: VYCOM SEABOARD COLOR: BLACK	
RB-1 RUBBER BASE DESC: RUBBER BASE FINISH: RUBBER FLOORING COLOR: 6" 674 CHARMING GREY	
SS-1 SOLID SURFACE DESC: SOLID SURFACE FINISH: POLISHED COLOR: PANTO QUANTZ BQJ080P PEARL WHITE	
T-1 PORCELAIN TILE DESC: PORCELAIN TILE FINISH: DIRECTION QUANTUM LINEAR MOSAIC COLOR: EPOXY; COLOR TO BE SELECTED (DARK BROWN) GROUT:	
T-2 PORCELAIN TILE DESC: PORCELAIN TILE FINISH: 6"X24" / 12"X24" COLOR: DIRECTION QUANTUM MATTE EPOXY; COLOR TO BE SELECTED (DARK BROWN) GROUT:	
T-3 PORCELAIN TILE DESC: PORCELAIN TILE FINISH: 6"X24" COLOR: DIRECTION QUANTUM POLISHED EPOXY; COLOR TO BE SELECTED (DARK BROWN) GROUT:	
T-4 PORCELAIN TILE DESC: PORCELAIN TILE FINISH: EMSEI COLOR: 6"X24" / 12"X24" GROUT: EPOXY; COLOR TO BE SELECTED (DARK BROWN)	
T-5 PORCELAIN TILE - EMIL, ANTHOLOGY MARBLE DESC: PORCELAIN TILE COLOR: WILD COPPER (MATCH (E) SHOWER ROOM) GROUT: EPOXY; COLOR TO BE SELECTED (MATCH LASTING)	
WOM-1 WALK OFF MATT DESC: WALK OFF MATT FINISH: MOHAWK GROUP COLOR: STEPUPD763/MM013 538 MINERAL	
TB-1 TACKY PANEL DESC: TACKY PANEL FINISH: FORRO COLOR: 2162	

Job No:	14117
Date:	2-3-15 4-27-15
Drawn By:	-
Checked By:	-
Sheet No:	



1 INTERIOR ELEVATION

3/8" = 1'-0"

RELOCATE (E) BEAM TO (N) HEIGHT
IN CASE OF MISMATCH (N)

STOREFRONT WINDOW AND DOOR
ASSEMBLY

SLIDING GLASS WINDOW SYSTEM -
BOTTOM TRACK RECESSED INTO
COUNTERTOP

VERIFY ALL DIMS IN FIELD

7'-2 1/2" 5 1/2" 1'-3 1/2" 2'-6" 2'-6" 2'-6"

(N) RADIO LOCATION

ALL SHELVES ADJUSTABLE TYP

REMOVE (E) CONC. CURB

S = SAFETY GLAZING: 1/4" CLEAR,
ANNEALED, LAMINATED GLASS TYP.

SS-1

T-1

RB-1 TYPICAL

OPEN

PL-1

SS-1

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RB-1 TYPICAL

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PL-1

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RB-1 TYPICAL

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PL-

KEY NOTES

- (E) WIRELESS PANIC BUTTON TO BE REMOVED BY CONTRACTOR AND INSTALLED BELOW COUNTER THIS LOCATION
- DUPLEX OUTLET - VERIFY HEIGHT W/ OWNER ((E) = EXISTING / (N) = NEW)
- QUAD OUTLET - VERIFY HEIGHT W/ OWNER ((E) = EXISTING / (N) = NEW)
- COUNTERTOP GROMMET LOCATION - SEE SHEET A1 GENERAL NOTES
- DATA JACK TO BE MOUNTED BELOW COUNTER ((E) = EXISTING / (N) = NEW)
- (E) LIGHT FIXTURE LOCATION - (6) LOCATIONS. COORDINATE WITH EXISTING LIGHT FIXTURES
 - REPLACE CORBELS OF (E) FIXTURE W/ (N)
 - REPLACE FIXTURE W/ (N) SIMILAR
- (E) LIGHT FIXTURE LOCATION - (3) LOCATIONS. REPLACE (E) FIXTURE W/ (N) SIMILAR
- REPLACE (E) CEILING-MOUNT FAN W/ (N)
- SKIM-COAT, PRIME AND PAINT CEILING THIS AREA - SEE SEE GENERAL NOTES
- (E) (N) DATA CABLES ROUTED IN SURFACE-MOUNTED CONDUIT AT UNDERSIDE OF (E) CEILING
- (2)(E) CAMERA DATA CABLES ROUTED IN SURFACE-MOUNTED CONDUIT AT UNDERSIDE OF (E) CEILING
- (E) LIGHTS TO REMAIN - NO WORK
- CEILING-MOUNT RADIANT HEAT PANEL - SEE GENERAL NOTES SHEET A4
- (N) EXHAUST FAN
- (N) LIGHT FIXTURE
- APPROXIMATE LOCATION OF (E) CAMERA - SEE (13) (12)
- REMOVE AND REPLACE (E) CEILING AND FIXTURES THROUGHOUT CHANGING ROOMS.
- SALVAGE (E) CEILING ACCESS PANEL AND REINSTALL IN (N) CEILING. POSITION PANEL AS REQUIRED TO MAINTAIN ACCESS TO (E) VALVES ABOVE.
- PATCH AND REPAIR EDGE OF (E) SOFFIT

GENERAL NOTES AND SPECIFICATIONS

- SCOPE OF WORK:
- SEE SHEET A1 FOR BIDDER DESIGNED WORK AND DEFERRED SUBMITTALS
 - REFERENCES TO MECHANICAL, PLUMBING AND ELECTRICAL WORK ARE TO BE COMPLETED ONLY. THESE DRAWINGS DO NOT ILLUSTRATE ALL FIXTURE AND DEVICE LOCATIONS AND REQUIREMENTS.
 - PROVIDE ALL FIXTURES, DEVICES AND UTILITIES REQUIRED BY BUILDING CODE AND AS NEEDED TO PROVIDE A COMPLETE, FULLY-FUNCTIONING, CODE-COMPLIANT INSTALLATION.

OFFICE AREA CEILING:

- REPLACE (E) LIGHTING. (BIDDER DESIGN SYSTEM)
- MODIFY (E) HVAC AND MISC. ITEMS PER (N) DESIGN. (BIDDER DESIGN SYSTEM)
- ATCH / REPAIR (E) SURFACES
- SKIM-COAT, PRIME AND PAINT CEILING
- BROCADE FINISH
- PRIME AND PAINT

FAMILY CHANGING ROOM CEILINGS:

- REMOVE AND REPLACE (E) CEILING AND FIXTURES THROUGHOUT CHANGING ROOMS. SEE (4) (10) (11) (12) (13)

- RADIANT HEAT PANELS: (FAMILY CHANGING ROOMS)
- HEATING GREEN "GO-ANYWHERE HEATING PANELS" (<http://www.heatinggreen.com/products-go-anywhere-panels/>)
 - ALL NETWORK CABLES TO OUTPUT BY CONTRACTOR
 - (BIDDER DESIGN SYSTEM)
 - CENTER IN SPACE - SEE DRAWINGS

MECHANICAL SYSTEM:

- MODIFY (E) SYSTEM AS REQUIRED BY (N) DESIGN. (BIDDER DESIGN SYSTEM)

ELECTRICAL:

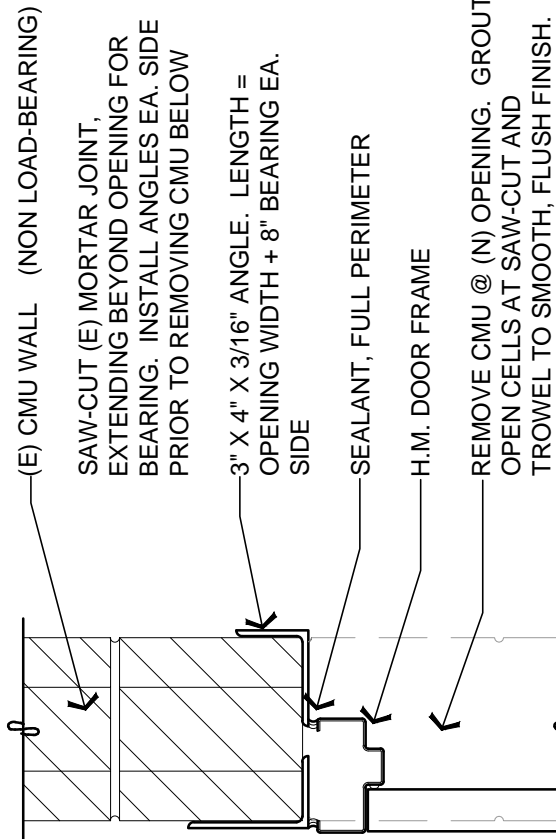
- MODIFY (E) SYSTEM AS REQUIRED BY (N) DESIGN. (BIDDER DESIGN SYSTEM)
- PROVIDE (N) POWER OUTLET'S BELOW COUNTERTOP. WHERE INDICATED ON DRAWINGS. COORDINATE WITH MECHANICAL OWNER
- PROVIDE (N) LIGHTING
- COORDINATE SWITCHING REQUIREMENTS W/ OWNER
- COORDINATE POWER REQUIREMENTS OF MISC. HVAC COMPONENTS

DATA:

- PROTECT AND MAINTAIN (8) EXISTING NETWORK CABLES + (2) FORMER CAMERA CABLES. MINOR RELOCATION MAY BE REQUIRED FOR (N) LAYOUT.
- PROVIDE (10) (N) NETWORK JACKS AND ASSOCIATED BOXES AND CABLES. MOUNT JACKS BELOW COUNTERTOP. COORDINATE WITH MECHANICALS.
- COORDINATE MOUNTING HEIGHT W/ OWNER
- (N) CABLES TO BE CAT6; ROUTED TO TERMINATE W/ RJ45 CONNECTORS TO (E) SWITCH IN (E) SERVER CABINET

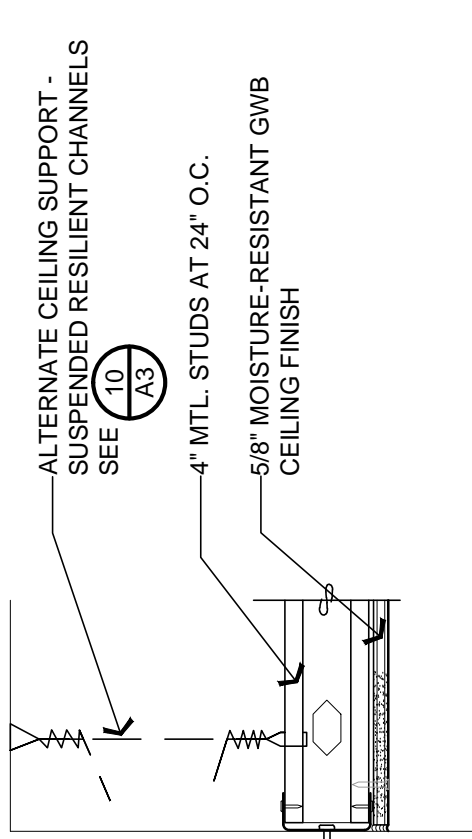
CAMERAS:

- REMOVE (E) CAMERAS FOR COMPLETION OF (N) WORK AND REINSTALL UPON COMPLETION.



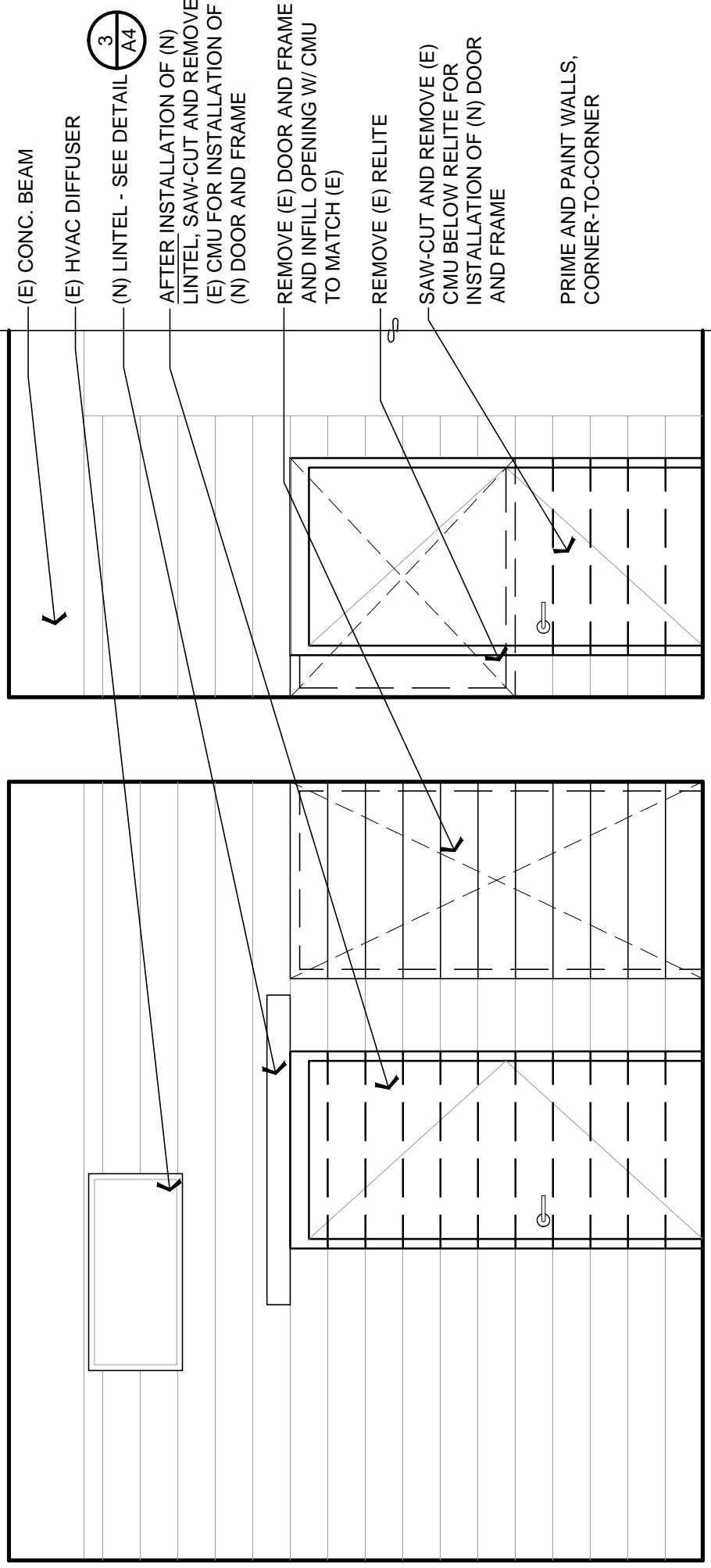
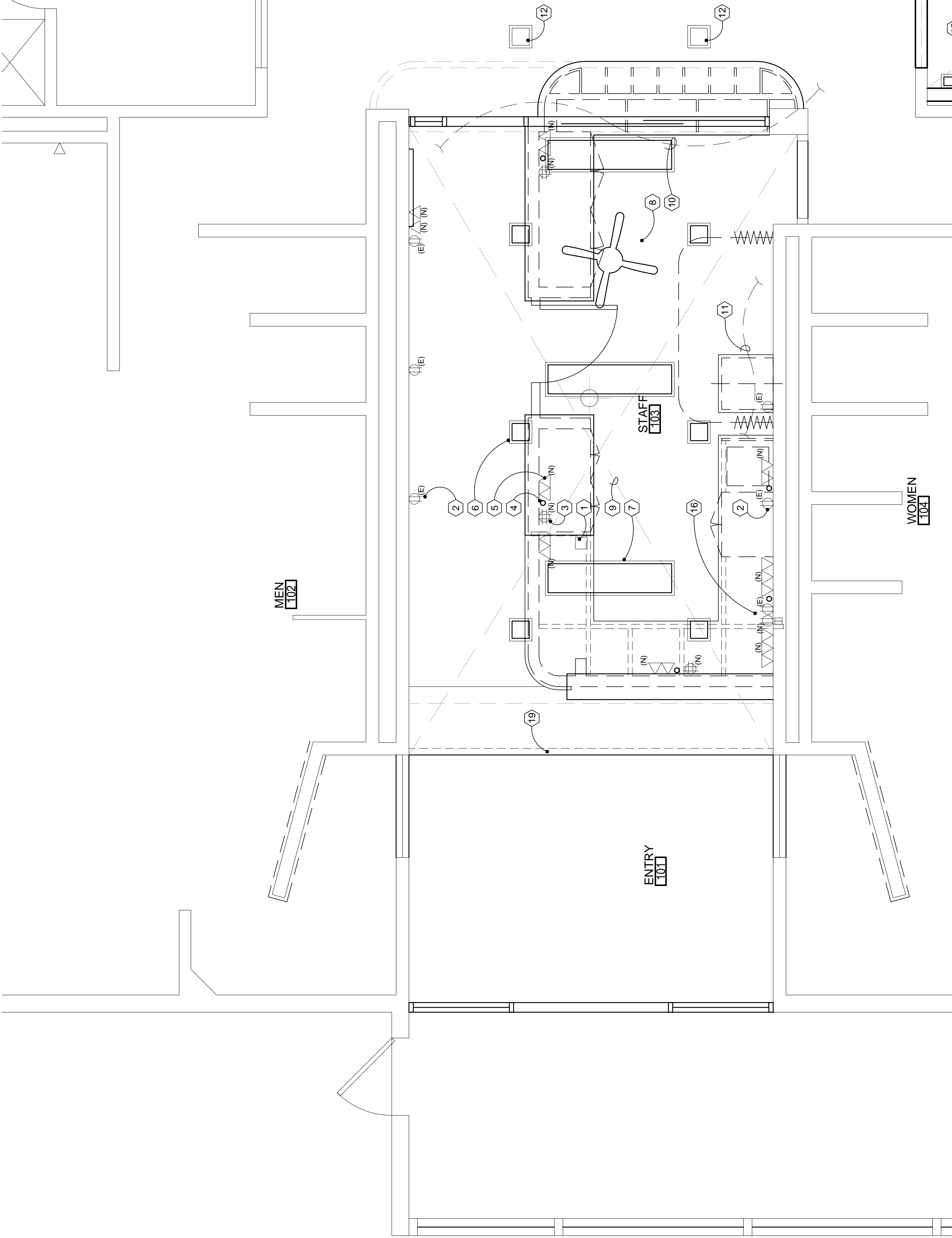
3 HEAD @ NEW OPENING

1 1/2" = 1'-0"



4 GWB CEILING

1 1/2" = 1'-0"



2 INTERIOR ELEVATION

3/8" = 1'-0"

1 REFLECTED CEILING AND SCHEMATIC POWER AND DATA PLAN

3/8" = 1'-0"

