



CLATSOP COUNTY BOARD OF COMMISSIONERS

"Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect"

Scott Lee, Dist. 1 – Chairman
Sarah Nebeker, Dist. 2 – Vice-Chairperson
Lisa Clement, Dist. 3
Kathleen Sullivan, Dist. 4
Lianne Thompson, Dist. 5
commissioners@co.clatsop.or.us

800 Exchange, Suite 410
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Phone (503) 325-1000
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www.co.clatsop.or.us

Regular Meeting

April, 11, 2018

Judge Guy Boyington Building, 857 Commercial, Astoria

Regular Meeting: 6:00pm

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

1. **FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
4. **PRESENTATIONS**
 - a. Fishhawk Lake Dam Repairs
 - b. Revisions to FEMA Flood Insurance Rate Maps{Page 1}
 - c. Clatsop County Firefighter Appreciation Proclamation{Page 7}
5. **PROCLAMATIONS**
 - a. National Child Abuse Prevention Month{Page 11}
 - b. Annual Volunteer Recognition{Page 13}
6. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
7. **CONSENT CALENDAR**
 - a. Intergovernmental Agreement for Ensign Lane Traffic Signal Maintenance{Page 19}
 - b. Sheriff Office Roof Replacement Contract{Page 29}
8. **PUBLIC HEARINGS**
 - a. Ordinance 18-04 Taxing Marijuana Sales to refer to the voters (*1st reading*){Page 123}
9. **BUSINESS AGENDA**
 - a. Accept high bids from March 27, 2018 auction and sign deeds{Page 137}
 - b. Adopt Proposed Fee Schedule to be implemented April 12, 2018{Page 159}
 - c. Sale of county owned property for homelessness fund{Page 167}
10. **COMMISSIONERS' REPORTS**

11. COUNTY MANAGER'S REPORT

12. ADJOURNMENT

Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:
Astoria Public Library - Seaside Public Library - Board of Commissioners Office

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.

4-b



Clatsop County

Community Development – Planning

800 Exchange St., Suite 100
Astoria, OR 97103
(503) 325-8611 phone
(503) 338-3606 fax
www.co.clatsop.or.us

TO: Cameron Moore, County Manager

FOR: Clatsop County Board of Commissioners

FROM: Gail Henrikson, Community Development Director

DATE: March 19, 2018

RE: Revisions to FEMA Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) and Section 4.000. Flood Hazard Overlay District, Clatsop County *Land and Water Development and Use Ordinance*

SUMMARY

On April 25, 2018, Community Development Staff will be bringing Ordinance #18-03 before the Board. The ordinance would:

1. Adopt revised Flood Insurance Rate Map (FIRM) panels, effective June 20, 2018
2. Adopt the revised Flood Insurance Study (FIS) for unincorporated Clatsop County, effective June 20, 2018
3. Revise Section 4.000. Flood Hazard Overlay District, *Land and Water Development and Use Ordinance*.

Prior to bringing the ordinance before the Board, staff will provide contextual background information at a presentation at the April 11, 2018 Board meeting.

BACKGROUND

Timeline

Below is a timeline of the map revision process for Clatsop County:

May 16, 2016:	Preliminary FIS and DFIRM products released by FEMA
June 15, 2016:	Community Coordination Officers meeting with stakeholders
August 15, 2016:	Public open house held by FEMA
March 15, 2017:	Flood Hazard Docket published in the Federal Register
May 12 and 19, 2017:	Legal notice published in <i>The Daily Astorian</i>
May 19-August 16, 2017:	90-day appeal period
December 20, 2017:	FEMA issues Letter of Final Determination for Clatsop County
June 20, 2018:	New FIRMs and FIS become effective

Revised FEMA Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS)

The new Flood Insurance Rate Map (FIRM) and the revised Flood Insurance Study (FIS) will become effective on June 20, 2018. The County must adopt the revised FIRMs and FIS by June 20, 2018, in order to continue to participate in the National Flood Insurance Program. The FIRM and FIS revisions primarily apply to properties located along the coastline. Approximately 700 properties within unincorporated Clatsop County are affected by these changes.

Amendments to Section 4.000. Flood Hazard Overlay District (FHO), Land and Water Development and Use Ordinance 80-14 (LWDUO)

Clatsop County has voluntarily participated in the National Flood Insurance Program (NFIP) since approximately 1974. Because of the County's participation in the NFIP, it is mandated to meet minimum criteria of the program. Therefore, in addition to adoption of the revised FIRMs and FIS, FEMA is also requiring the County to update and amend its regulations related to development in the Special Flood Hazard Areas. While the FIRM and FIS revisions primarily apply to properties located along the coastline, the proposed revisions to Section 4.000, LWDUO, would apply to all properties in unincorporated Clatsop County that are wholly or partially located within the Special Flood Hazard Area. Maps showing the location of the Special Flood Hazard Areas are attached as **Exhibit 1**.

The text revisions are based on a model ordinance provided by the State Department of Land Conservation and Development (DLCD). The most significant change requested by FEMA is to the definition of "Development". The current definition exempts the following seven activities from having to obtain a Floodplain Development Permit:

- (1) Signs, markers, aids, etc. placed by a public agency to serve the public
- (2) Driveways, parking lots, or other open space use areas where no alteration of topography occurs;
- (3) Minor repairs or improvements to existing structures provided that the alterations do not increase the size or intensity of use, and do not constitute repair of substantial damage, or substantial improvement as defined in this section;
- (4) Customary dredging associated with routine channel maintenance consistent with State or Federal laws and permits;
- (5) Replacement of utility facilities necessary to serve established and permitted uses;
- (6) Accessory residential or noncommercial structures less than 200 square feet in area;
- (7) Storage of equipment and material associated with residential uses.

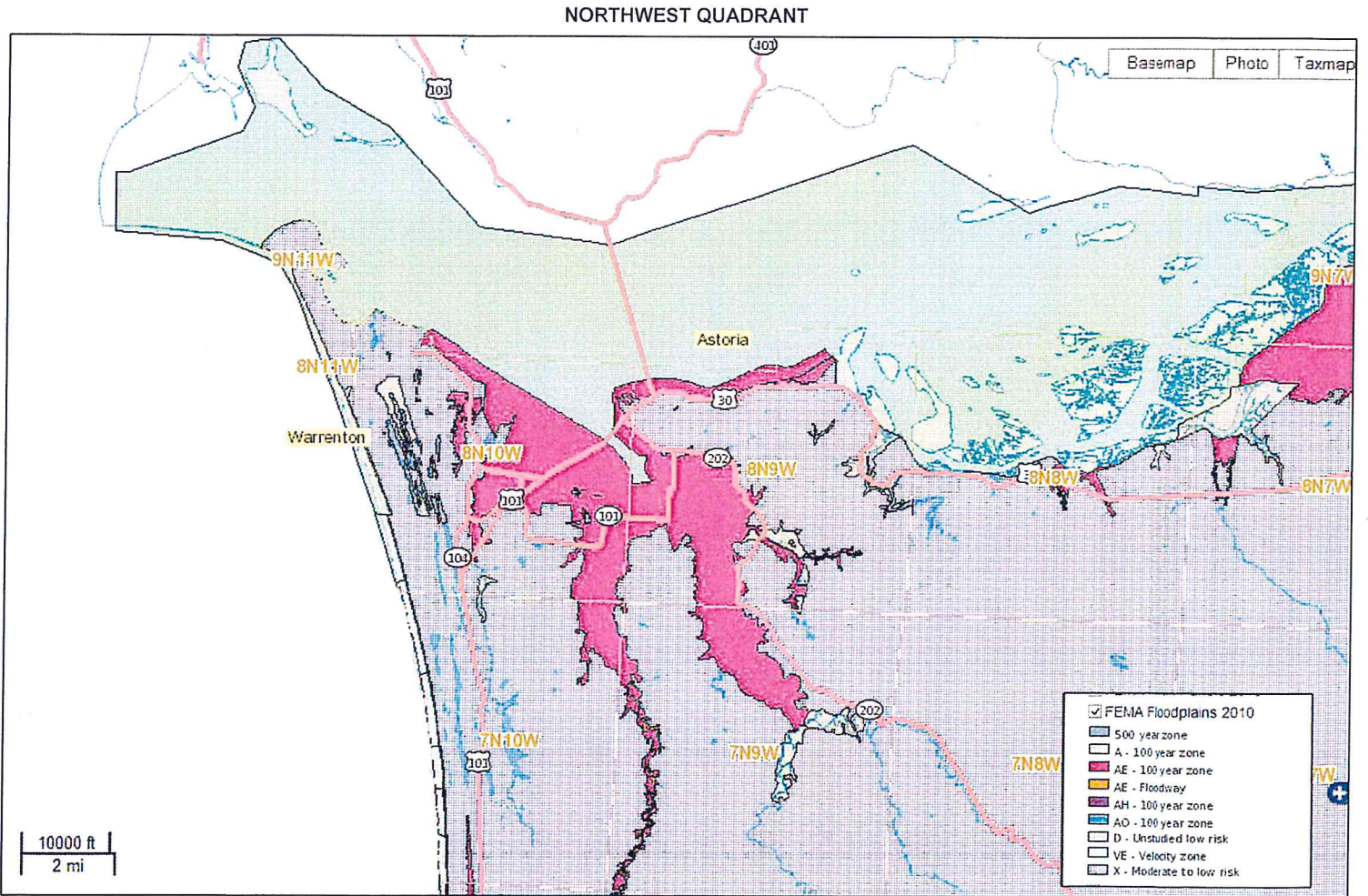
Removing these exemptions means that property owners would be required to obtain permits for all these activities in the future. It does not prohibit these activities and permits may be issued if all applicable criteria are met.

Staff has met with or spoken with representatives from both FEMA and DLCD to verify what, if any, latitude the County has with regard to the required changes. In an email from Roxanne Pilkenton, FEMA Floodplain Management Specialist, dated March 8, 2018, she states that:

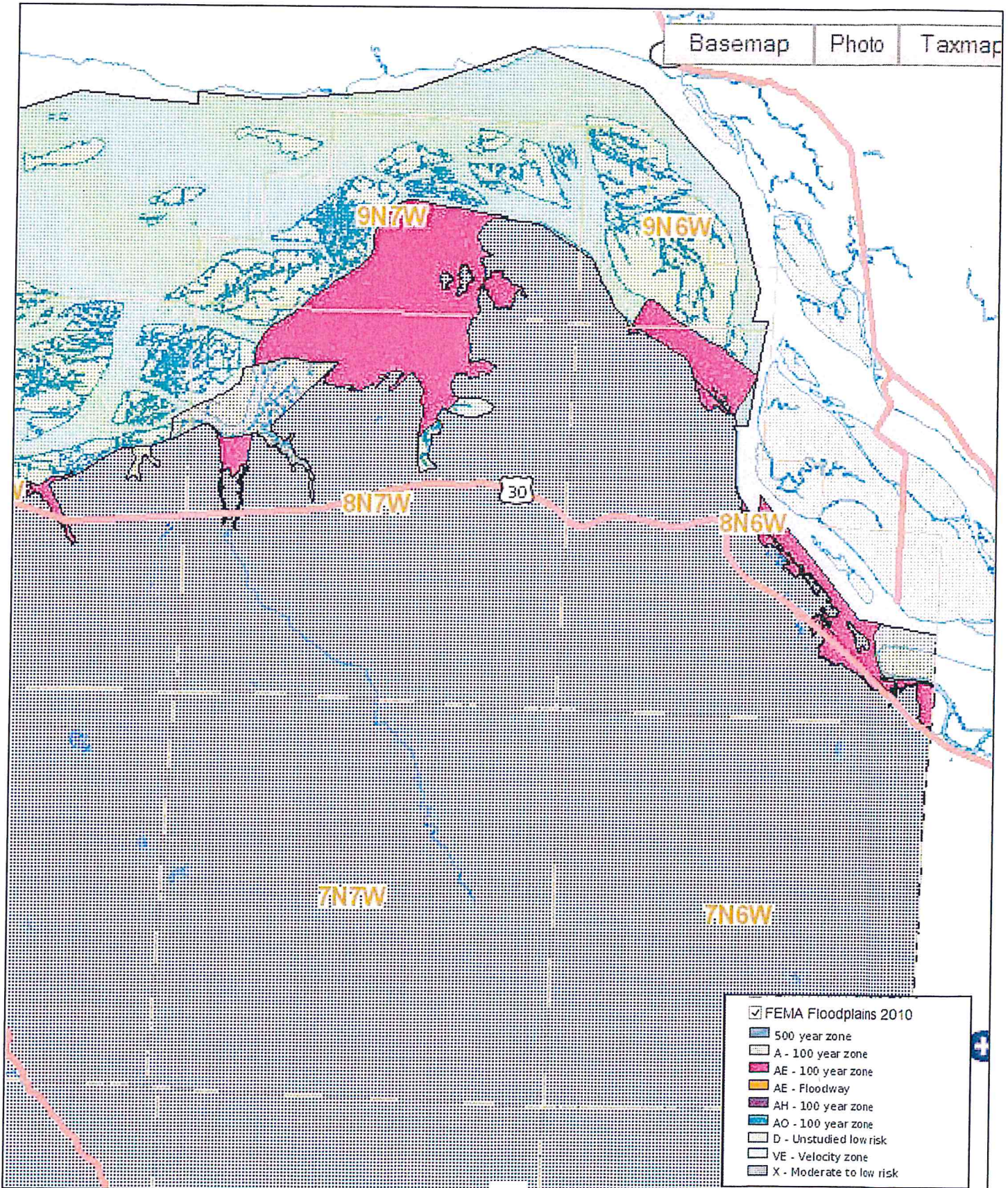
FEMA's stand is that the exclusions that Clatsop County has offered in their definition of development makes their definition of development noncompliant with the NFIP [National Flood Insurance Program]. FEMA takes the definition of development seriously and currently push back from the state of Idaho has them facing suspension if they continue to allow exemptions that are expressly included in the definition of development

The proposed amendments also include new language detailing how structures in the V zones (typically areas along the coastline) are required to be constructed. The language does not prohibit construction within those areas, but instead specifies *how* structures must be built. Adoption of the proposed amendments would ensure compliance with applicable state and federal criteria.

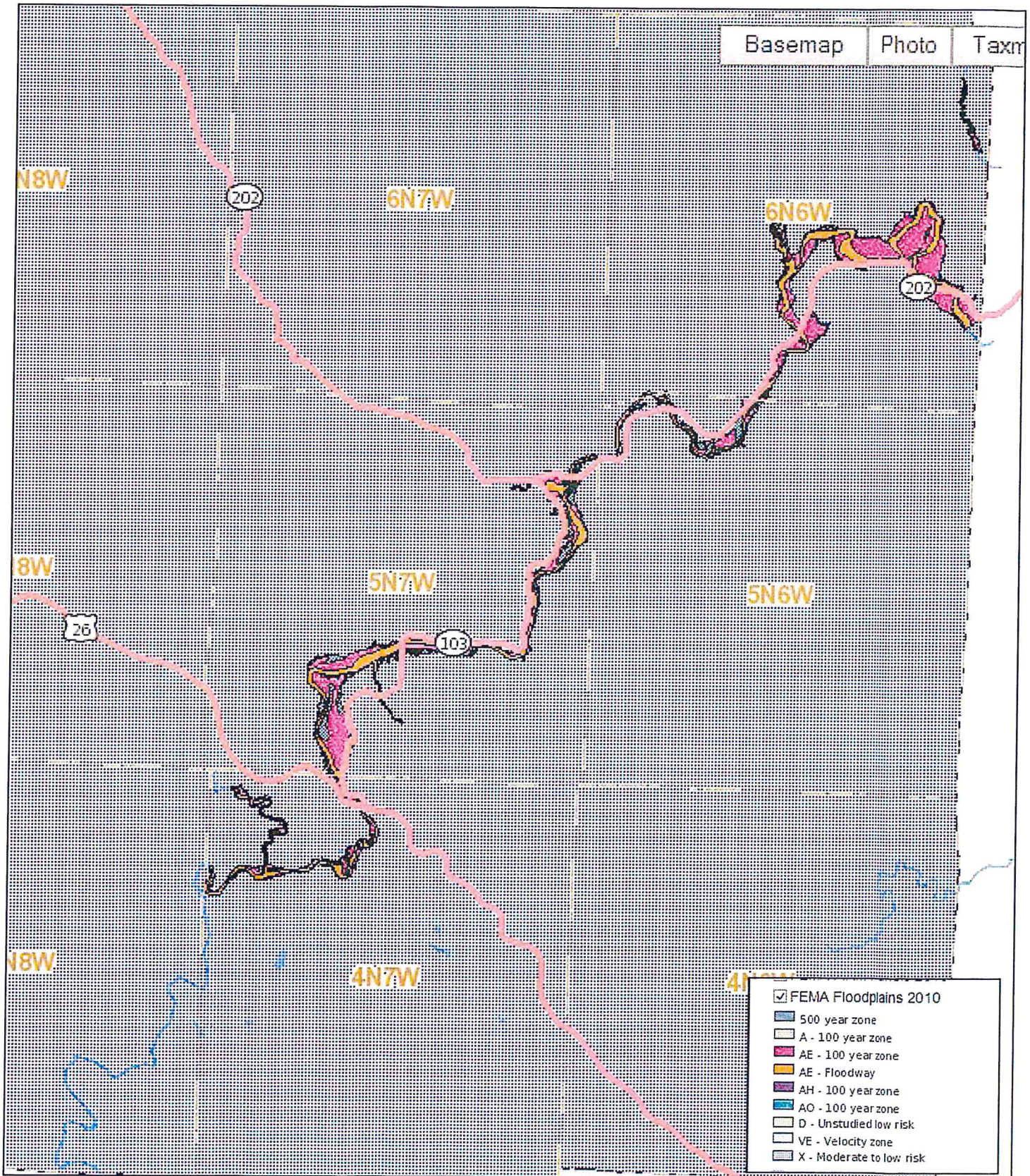
Clatsop County is required to adopt the FIS and FIRMs and the amendments to Section 4.000 before June 20, 2018, or face possible suspension from the NFIP. Suspension would make Clatsop County property owners ineligible for the renewal of flood insurance policies and the issuance of new policies.



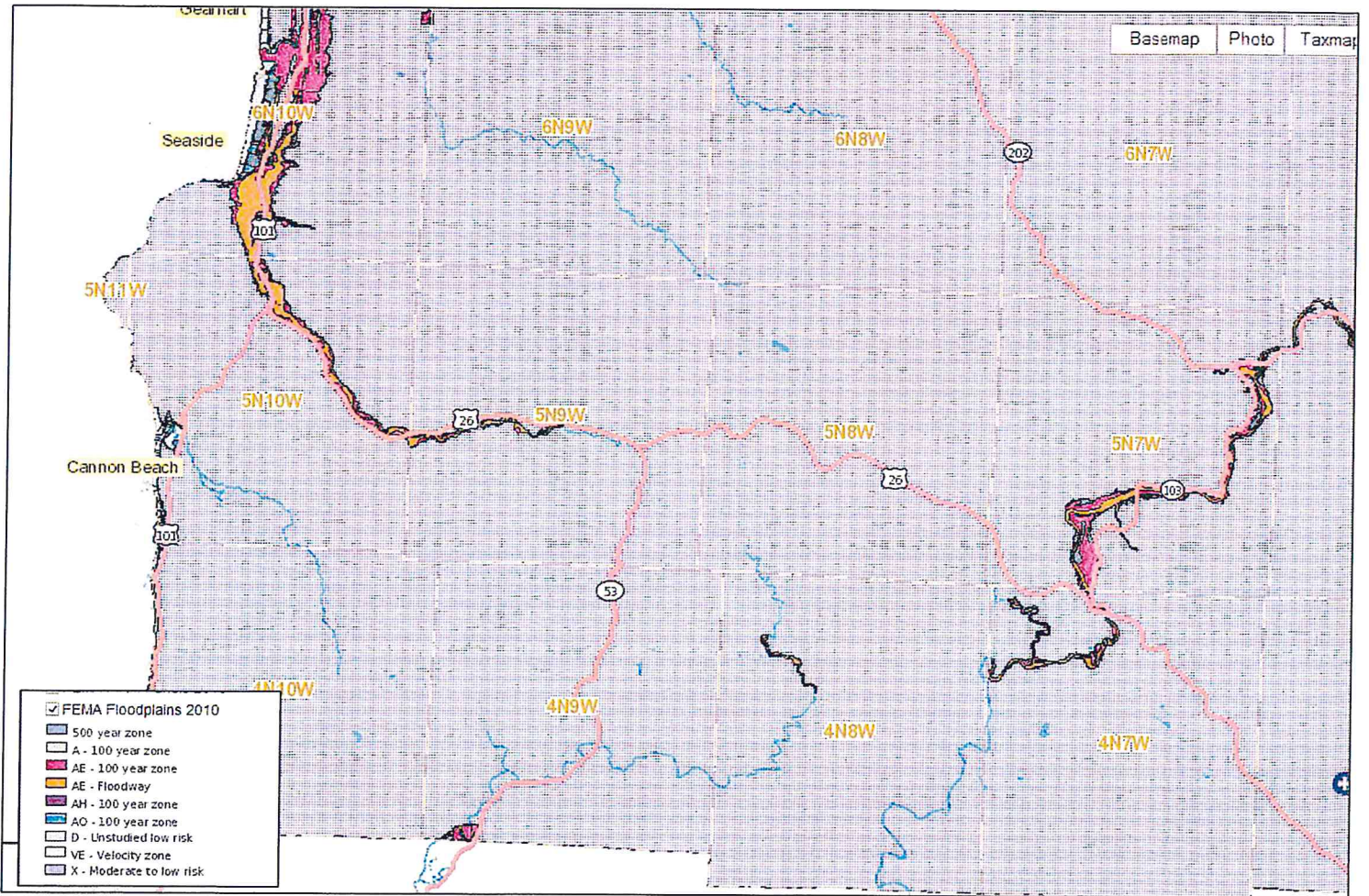
NORTHEAST QUADRANT



SOUTHEAST QUADRANT



SOUTHWEST QUADRANT



**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Clatsop County Firefighter Appreciation Proclamation

Category: Presentation

Prepared By: Vincent Aarts

Presented By: Scott Lee

Issue before the Commission: Approve the Resolution & Order, and authorize the Chair to read the Clatsop County Firefighter Appreciation Proclamation.

Informational Summary: Clatsop County fire and rescue departments and districts are composed of volunteer and professional staffs that provide residents and visitors protection from emergency situations under difficult and often dangerous circumstances. The attached proclamation is intended to recognize and honor the work of these men and women.

This dedication was exhibited in particular in August of 2017 as several of the county's agencies responded to the Governor's declarations of conflagration. Clatsop County Strike teams and individual resources were deployed to assist with fire suppression efforts at the Eagle Creek Fire, Milli Fire, and Chetco Bar Fire. This activity was worthy of recognition in itself, but as the busy Oregon wild fire season came to a close, California's wildfire season was just beginning. In October, Clatsop County formed a strike team that deployed to Sonoma County for twelve days, and in December, yet another strike team was formed and deployed to the Thomas Fire for eighteen days.

The dedication and sacrifice required of our first responders who respond every day and who heeded the call to help our neighbors around Oregon and again in California is remarkable and worthy of recognition.

Fiscal Impact: None.

Options to Consider:

1. Approve the Resolution & Order and read the Proclamation.
2. Approve the Resolution & Order with changes
3. Do not approve the Resolution & Order

Staff Recommendation: Option 1

Recommended Motion: *"I move to approve the Resolution & Order proclaiming Clatsop County's appreciation for its Firefighters and authorize the Chair to sign then read the Proclamation."*

Attachment List: Clatsop County Firefighter Appreciation R&O.

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

PROCLAMATION RECOGNIZING)
THE EFFORTS OF CLATSOP) RESOLUTION AND ORDER
COUNTY FIREFIGHTERS)

WHEREAS: Clatsop County has no greater responsibility than ensuring the safety of its citizens and all those who visit the county; and

WHEREAS: The departments and districts that comprise Clatsop County's fire and rescue capability are staffed with trained professionals and volunteers who undertake to provide a service dedicated to the safety of citizens and visitors; and

WHEREAS: Those personnel showed extreme dedication and sacrifice when they deployed to multiple events in Oregon and California during long and difficult 2017 wildland fire season; and

WHEREAS: These men and women courageously offer to respond selflessly to guard citizens from daily emergencies and large disasters, and work tirelessly to help ensure the collective safety of Clatsop County.

NOW, THEREFORE, BE IT RESOLVED that the Clatsop County Board of County Commissioners proclaims their appreciation for the hard work and dedication of the county's firefighters and encourages all citizens to recognize their efforts to toward creating a more safe and prepared society.

DATED this 11th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson

You're Invited

Firefighter Appreciation Event



The Clatsop County Board of Commissioners requests your presence at an event honoring the Clatsop County firefighters who selflessly give of their time and talents to save lives and protect property during emergencies.

Wednesday, April 11, 2018

5:30p.m. Reception & Slide Show

6:00p.m. Board Proclamation

Guy Boyington Building
859 Commercial Street, Astoria, OR
Information: clatsopemd@co.clatsop.or.us



**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Child Abuse Prevention Month

Category: Proclamation

Prepared By: Staff

Presented By: Scott Lee, Chair

Issue before the Commission: Proclaim April 2018 to be Child Abuse Prevention Month in Clatsop County.

Informational Summary: April is National Child Abuse Prevention Month. In 2016, in Clatsop County alone, more than 120 children were victims of abuse and neglect as determined by the courts, a number believed to be well below the actual number given that many cases go unreported. The proclamation urges citizens to be more aware of the effects of child abuse and neglect in order to help foster healthy parenting in health communities.

Recommended Motion: *"I move to approve the resolution proclaiming April to be Child Abuse Prevention Month in Clatsop County."*

Attachment List:

- A. Proclamation

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

IN THE MATTER OF PROCLAIMING)
APRIL 2018 TO BE CHILD ABUSE) **RESOLUTION AND ORDER**
PREVENTION MONTH)

WHEREAS, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

WHEREAS, child abuse and neglect impacts our entire society and can cause traumatic psychological, emotional and physical harm, resulting in long-term economic and societal costs; and

WHEREAS, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

WHEREAS, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, churches, businesses and community members by fostering loving, supportive and violence-free homes; and

WHEREAS, all citizens need to be more aware of the effects of child abuse, neglect, and prevention in order to encourage and model healthy parenting in healthy communities,

NOW, THEREFORE, we Clatsop County Board of Commissioners do hereby proclaim the month of April, 2018, as:

Child Abuse Prevention Month

in Clatsop County.

DATED this 11th day of April, 2018

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

Agenda 5-b

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Proclamation of Clatsop County Volunteer Week

Category: Proclamation

Prepared By: Jane Dunkin

To Be Presented By: Jane Dunkin, Volunteer Coordinator

Issue Before the Commission: To thank and recognize volunteers throughout Clatsop County by proclaiming April 15-21, 2018 Volunteer Week.

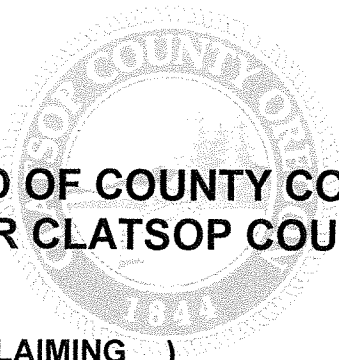
Informational Summary: Established in 1974 by Points of Light, National Volunteer Week has grown exponentially in scope each year, drawing the support and endorsement of all subsequent U.S. presidents, governors, mayors and other respected elected officials. National Volunteer Week celebrates ordinary people doing extraordinary things to improve communities across the nation, and Volunteer Week highlights the enormous contributions that volunteers make every day. This year's National Volunteer Week acknowledges the vital contributions of volunteers and is about celebrating the impact of volunteer service and the power of change makers to come together to tackle tough challenges, and build stronger, more vibrant communities. In Clatsop County, we are fortunate to have many volunteers to celebrate.

Attachment List:

Resolution and Order proclaiming Volunteer Week

Annual Volunteer Report for 2017

Staff Recommendation: Adopt and authorize the Chair to sign the attached resolution and order proclaiming April 15-21, 2018 as Volunteer Week in Clatsop County.



**IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY**

**IN THE MATTER OF PROCLAIMING)
April 15-21, 2018) RESOLUTION AND ORDER
VOLUNTEER WEEK)**

WHEREAS, The entire community can affect positive change with any volunteer action no matter how big or small; and

WHEREAS, volunteers give their time and expertise while expecting no compensation and are essential to the success of many educational, health, cultural, safety and human service programs; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, our county's volunteer force of over 500 is a great treasure;

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Clatsop County honor and thank the dedicated volunteers of this county who give so freely of their valuable time, energy and abilities by proclaiming the week of April 15 through April 21, 2018:

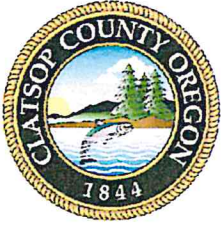
VOLUNTEER WEEK

And, in keeping with the theme of this year's observance, "Celebrate Service", the Board of County commissioners encourages everyone to acknowledge the invaluable service provided by all the volunteers in our community, who come together to build stronger, more vibrant communities through service.

Dated this 11th day of April, 2018.

**BOARD OF COMMISSIONERS FOR
CLATSOP COUNTY, OREGON**

Scott Lee, Chairperson



2017 Clatsop County Volunteer Report

Presented on April 11, 2018

With this annual report Clatsop County recognizes the dedicated service of its volunteers, who came together in 2017 to build stronger, more vibrant communities through their involvement in County programs.

Clatsop County volunteers fill many roles. They keep our parks and roads clean, feed and care for homeless animals and find them good homes, share compassion and direction with troubled youth, rescue lost or stranded people, teach our youth valuable skills, respond to emergencies and disasters, and bring their knowledge and experience to various advisory committees and boards. They represent the best of citizenship and giving back.

We cannot imagine local government without the talents and time of our dedicated and generous volunteers. They are the backbone and the life blood of Clatsop County's public services. It is only with their contributions that our programs are successful.

In 2017, a total of **475** volunteers donated **15,141** hours of service to the County and its communities. These hours represent a monetary value of **\$365,503.74***.

Jane Dunkin
Volunteer Coordinator
800 Exchange Street, Suite 410
Astoria, OR 97103
(503) 325-1000
jdunkin@co.clatsop.or.us

*The Independent Sector rate of \$24.14 per hour was used to calculate monetary value:
(<https://independentsector.org/news-post/value-volunteer-time/>)

2017 Clatsop County Volunteer Report

Throughout the year, County departments and programs recognize individuals and groups with their own certificates and activities. Then, in April as part of the celebration of National Volunteer Week, the County comes together to pay special tribute to all its volunteers.

In gratitude for their service in 2017, County volunteers each receive a thank-you letter with an invitation to attend a special awards evening. Awards for exceptional service are presented to individual volunteers and groups, who are nominated by their fellow volunteers and County employees. The winners are selected by committee. All volunteers are worthy of recognition, and selecting only a few for special awards is an annual challenge.

On Tuesday, April 17, 2018, at a dessert gala and public ceremony in the Netul River Room at Fort Clatsop National Historical Park at 92323 Clatsop Road, Clatsop County will honor its volunteers with awards, prizes and desserts.



Clatsop County Volunteers

Our Brightest Stars! ★

2017 Clatsop County Volunteer Report

2017 VOLUNTEER OF THE YEAR

Lonnie & Annette Lear

Animal Shelter Volunteers: Rae Zimmerling, Crissy Christian, Marcy Dunning

This year the volunteer nomination process provided the opportunity for volunteers to nominate other volunteers. The Lears received three nominations from fellow volunteers at the Animal Shelter. Each nominator wrote of their nearly 20 years of service and described them as hardworking, cheerful, and ever ready and willing to be of service wherever and whenever a need arises. "Lives are ... saved through their efforts," wrote Rae Zimmerling. They never give in to discouragement and care deeply about the animals. They walk and feed dogs, tend and foster cats, clean kennels, make adoptive home visits, are available whenever needed to staff events, transport animals, and mentor fellow volunteers. Their hands-on help and mentoring attitude promote and facilitate adoptions. Clatsop County's Animal Shelter management and volunteer staff alike are grateful for their service.

2017 OUTSTANDING ADVISORY BOARD VOLUNTEER

No nominations received in this category.

2017 OUTSTANDING VOLUNTEER GROUP

Search & Rescue Team

Sergeant Matt Armstrong, Sheriff's Deputy

The Search & Rescue team consists of 20 hardworking volunteers. More than 80% of them have full-time jobs and yet find the time to attend monthly training and respond to searches that are guaranteed to leave them bruised, wet, tired, and hungry. When they return from a search, there is usually a bowl of hot chili and a bottle of water waiting for them. In 2017 the team was called out on several searches and attended over 300 hours of training. Without these dedicated volunteers, there would not be a team, and the Sheriff's Office is grateful to be able to rely on them to respond no matter the time of day or night.

2017 Clatsop County Volunteer Report

2017 OUTSTANDING DIVISION/PROGRAM VOLUNTEERS

Tom Tussing, Reserve Deputy

Sergeant Dean Schroeder, Sheriff's Deputy

Tom has served as a volunteer Reserve Deputy Sheriff since May of 2009. He is always available to help out whether it is a last-minute out-of-county transport, filling in for patrol staff, assisting with training new reserve deputies or security at a crime scene. Tom also recently volunteered to become a background investigator for the Sheriff's Office. Tom brings his experience and special skill set to this role, and he has already completed several investigations. Background investigations take many hours to complete, and Tom's dedication to service is of great value to the Sheriff's Office.

Gearhart Knitting, Adopt-A-Road Program

Teresa Clute, Administrative Service Supervisor, Public Works

The Gearhart Knitting group, organized and led by Audrey Knippa, was nominated for the remarkable amount of work they have accomplished on Lewis & Clark Road. This group of hardworking volunteers cleaned up truckloads of garbage including couches, mattresses, and a homeless camp. They provide a valuable service not just to Public Works but to the entire community.

Tami Schulz, Search & Rescue

Sergeant Matt Armstrong, Sheriff's Deputy

Tami has volunteered with the Sheriff's Office Search & Rescue team for over ten years, and over the years she has become one of the team's most trusted leaders. She works with and constantly trains a rescue dog to keep its skills up to date. To her service she has also added the responsibilities of Reserve Deputy in the Sheriff's Office, and in this role alone logged over 55 hours in November and December of 2017. Tami works a full-time job yet continually goes above and beyond in her service to the Sheriff's Office no matter what time of day whether it's a dog track or a search. Her many years of dedicated service are sincerely appreciated.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Intergovernmental Agreement for Ensign Lane Traffic Signal Maintenance

Category: (Consent Calendar)

Prepared By: Michael Summers, Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Enter into an Intergovernmental Agreement between Clatsop County and the Oregon Department of Transportation for the Maintenance of a new Traffic Signal along Ensign Lane for the Costco and Walmart Access in Warrenton, Oregon

Informational Summary: A new traffic signal is under construction along Ensign Lane, a County maintained road within the City Limits of Warrenton, Oregon, due to the continued development of the surrounding large retail center with both new Walmart Retail Center and the Astoria Ford Dealership, and the Costco Gas Station Access. The design and installation of the traffic signal was funded by the Walmart Retail Center, engineering designer and the General Contractor for the Walmart Project. The design for the traffic signal was reviewed by the Oregon Department of Transportation and Clatsop County Engineering Staff.

Clatsop County does not have the expertise on staff to perform the maintenance for the traffic signal, where the Oregon Department of Transportation performs the maintenance for the majority of traffic signals within Clatsop County. Thus, the need to enter into a maintenance agreement for the traffic signal maintenance with the Oregon Department of Transportation, which is an agency that routinely performs this service.

Fiscal Impact: The fiscal impact of this agreement is approximately \$2,500 per fiscal year for repairs, which will be funded by the County Road Maintenance and Construction Fund. The utility cost for electricity for the signal operation will be funded by the Road Administration Fund.

Options to Consider:

1. Approve the agreement as proposed
2. Do not approve the agreement and direct staff to renegotiate the agreement terms with the Oregon Department of Transportation
3. Do not approve and seek traffic signal maintenance with a private company

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the Intergovernmental Agreement with the Oregon Department of Transportation for the Ensign Lane Signal at Costco and WalMart Access and authorize the County Manager to sign the agreement and any amendments.”*

Attachment List:

- A. Intergovernmental Agreement

Oregon Department of Transportation
COOPERATIVE TRAFFIC SIGNAL, ILLUMINATION, and OTHER ELECTRICAL
INSTALLATIONS MAINTENANCE AGREEMENT
Ensign Lane Signal at Costco and WalMart Access
Clatsop County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and **CLATSOP COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The traffic control devices described in this Agreement are under the jurisdiction and control of Agency. Ensign Lane is a part of the county road system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
4. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency maintenance resources.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency enter into this Agreement to provide for State performing the required maintenance, engineering and timing of traffic signals (Signals); traffic controller, and hardware; illumination systems (Illumination) and other electrical installations, hereinafter collectively referred to as "Traffic Management Assets." The location of the Traffic Management Assets are shown in the map marked "Exhibit A," attached hereto and by this reference made a part hereof.

2. The total estimated cost of this Agreement is \$10,000 in Agency funds, which is subject to change. Agency shall be responsible for all costs with the work described herein.
3. This Agreement shall become effective on the date all required signatures are obtained and shall terminate on June 30, 2022, unless the term of the Agreement is extended by a fully-executed amendment to this Agreement.

AGENCY OBLIGATIONS

1. Agency shall be responsible for and pay 100 percent of the electrical energy costs for operations of the Traffic Management Assets. Agency shall require the power company to send invoices directly to Agency.
2. Agency shall provide to State all required signal plans, special provisions, and current timing plans for Signals.
3. Agency shall notify State's Region 2 Electrical Manager to request maintenance work on the Traffic Management Assets, as needed.
4. In consideration for the services performed, Agency agrees to pay State within forty-five days of receipt by Agency of invoices, 100 percent of the costs incurred for work under this Agreement. Labor costs will be based on State's current rates. The cost to Agency for maintenance and timing performed by State under this Agreement shall not exceed \$2,500 per state fiscal year, unless agreed upon to by the Agency. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services rates.
5. Agency shall be responsible for obtaining reimbursement costs from motorists involved in accidents that damage the Traffic Management Assets. Said reimbursements shall not count against the \$10,000 limitation for work provided under this Agreement
6. Agency shall be responsible for all pavement markings and signs associated with the Signals.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. Agency's Project Manager for this Project is Michael Summers, Director of Public Works, Clatsop County, 1100 Olney Avenue, Astoria, Oregon 97103; telephone:

(503) 325-8631; email: roads@co.clatsop.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, at Agency's expense, furnish labor, material, and equipment to perform maintenance, timing, and engineering work, as required for operational safety and efficiency of the Traffic Management Assets. The work shall include signal timing, analysis of and troubleshooting problems, modifications to signals, emergency repair, signal equipment testing and modification to signals, emergency repair, signal equipment testing and evaluation, equipment upgrades, and general maintenance, as described herein.
2. State shall conduct the following on the Signals on an as-needed basis, with no need for preauthorization from Agency:
 - a. Emergency repair;
 - b. Analysis and troubleshooting problems;
 - c. Routine Signal and controller maintenance;
 - d. Routine Signal and controller testing and evaluation (similar to what State would do for its own signals).
3. State shall conduct emergency repair on Illumination and other electrical installations on an as-needed basis, with no need for pre-authorization from Agency
4. State shall perform the following work on Signals when requested by Agency:
 - a. Modifications to Signal equipment;
 - b. Signal equipment testing (beyond routine testing);
 - c. Equipment upgrades;
 - d. Signal timing modifications;
 - e. Other Signal work as needed.
5. State shall keep accurate cost accounting records. State shall prepare and submit monthly itemized, progress invoices for maintenance directly to Agency's Project Manager for review and approval. Such invoices will be in a form identifying the Traffic Management Assets, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall Agency's obligations exceed \$10,000, including all expenses. Travel expenses shall be reimbursed to State in accordance with the current State of Oregon Department of Administrative Services' rates.
6. State's internal fee rates will be used under this Agreement and may be updated once each year.
7. State's Traffic Management Assets Maintenance Project Manager for this Project is Rich Hinkle, Region 2 Electrical Manager, 455 Airport Road SE, Building B, Salem,

Oregon 97301; telephone: (503) 986-2705; email: Richard.L.Hinkle@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Agreement.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and

settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page Follows

CLATSOP COUNTY, by and through its
elected officials:

By _____
Title:

Date _____

By _____
Title:

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:

Michael Summers, Director
Clatsop County Public Works Department
1100 Olney Ave.
Astoria, OR 97103
Phone: (503) 325-8631
Fax: (503) 325-9312
roads@co.clatsop.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Maintenance and Operations
Manager

Date _____

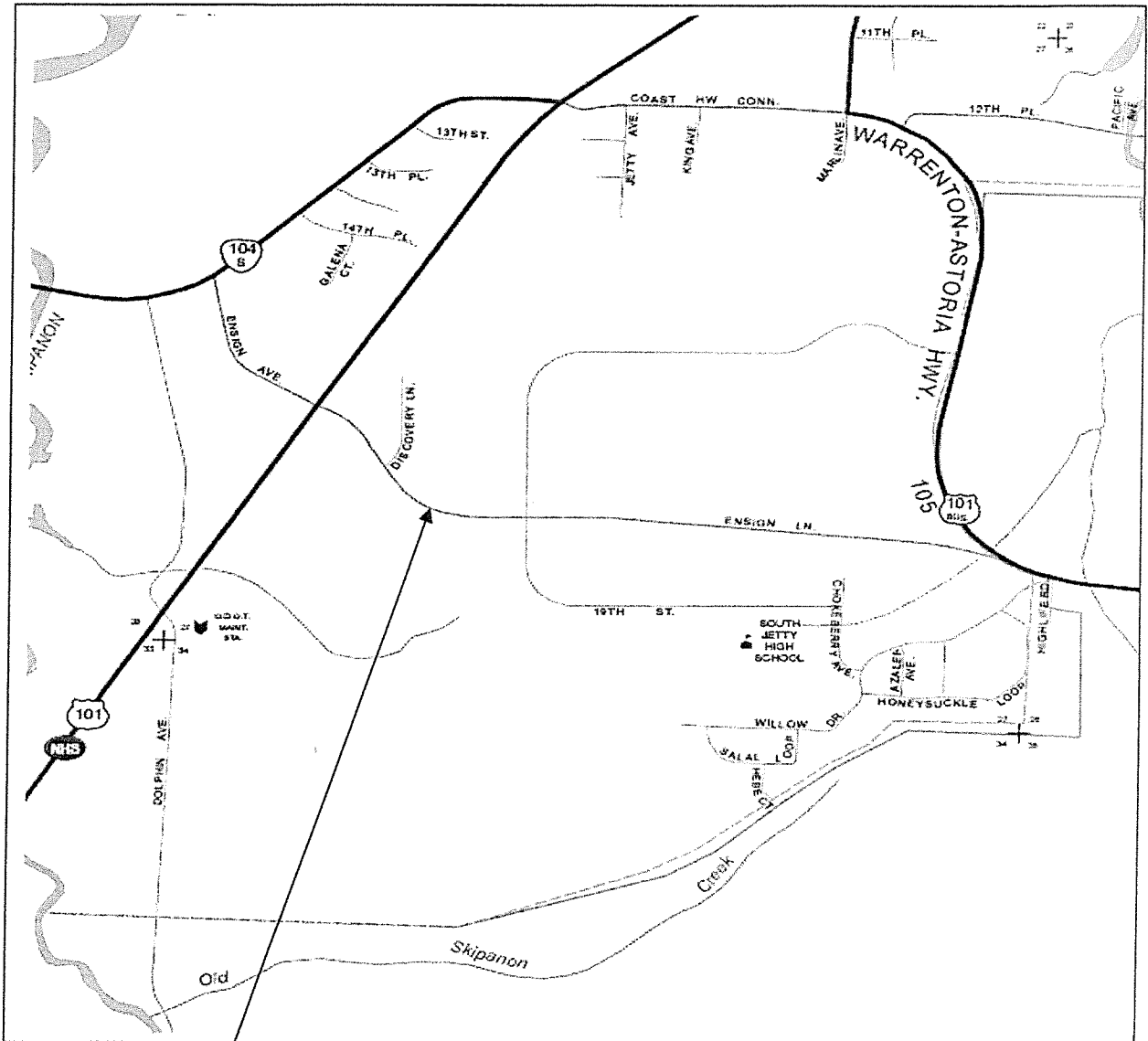
By _____
Region 2 Maintenance and Operations
Manager

Date _____

State Contact:

Rich Hinkle
Region 2 Electrical Manager
455 Airport Road SE, Building B
Salem, Oregon 97301
(503) 986-2705
Richard.L.Hinkle@odot.state.or.us

EXHIBIT A



Approximate Signal Location

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Sheriff Office Roof Replacement Contract

Category: Consent Agenda

Prepared By: David Dieffenbach, Capital Improvement Projects Manager

Presented By: David Dieffenbach, Capital Improvement Projects Manager

Issue before the Commission: Consider approving the contract with Weatherguard, Inc. to perform the construction work for the replacement of the Roof at the Sheriff's Office in Warrenton.

Informational Summary: The current roof was installed during the construction of the building in 2006. Normally these type of roofs last 20 plus years. During the remodel of the building in 2016 county staff discovered that the roofing material was deteriorating while the roof was still under warranty. Staff contacted the manufacture of the roofing, a settlement agreement was reached; the county received \$11,725 from the manufacture.

The building codes requirements for this type of a facility (sheriff office) and our location on the coast require a roof that has been tested for high winds. The roofing manufacture, install specifications and warranty have been carefully selected to provide the high wind warranty rated at 130 MPH for 15 years, and a material & labor warranty for 30 years.

The bidding was completed following the Local Contract Review Board rules and the Oregon Attorney Generals Public Contract rules. Projects with cost from \$10,000 to \$150,000 require staff to attempt to get three quotes. The project was advertised in the Daily Astoria on March 13, 2018. In addition staff sent out emails to over 20 roofing contractors that are certified to install the specified roof; (1) of these contractors replied that they would be bidding, (5) contractors replied they would not be able to bid. A mandatory pre-bid meeting was held on March 15, 2018, where (3) roofing contractors attend. The bids were opened March 29, 2018.

The County received bids from one contractor, Weatherguard, Inc.

The bid amounts are;

- Weatherguard, Inc. \$77,293.00

Weatherguard Roofing, Inc. was the apparent low bidder and staff has determined that they are a responsive and qualified contractor. They recently completed a roofing project at Evergreen School District, Vancouver and the LDS Church building in Chehalis, Washington. In addition Weatherguard has completed several roof projects for the County including the Historic Jail and the 820 Exchange building.

Fiscal Impact: The funding was approved in the 2017-18 budget; Special Projects funding allocated \$109,500 for this projects at the Sheriff Office including this roofing project.

Options to Consider:

1. Approve this request to contract with Weatherguard Roofing, Inc. to complete the roof project.
2. Direct staff to attempt to reduce the cost by negotiating with the low bidder.
3. Reject all bids and ask staff to re-bid the project.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize the County Manager to sign a contract with Weatherguard, Inc. in the amount of \$77,293.00 and authorize the County Manager to sign contract amendments."*

Attachment List:

- A. Bidding documents, contract agreement.
- B. Email message to roofing contractors, with project advertisement.

Clatsop County

Invitation to Bid

Clatsop County

Sheriff's Office Roof Replacement



**Bidding Requirements & Instructions
For Public Improvement and Public Works Projects**

Closing Date March 29, 2018

**Public Improvement Project – Invitation to Bid
Clatsop County Sheriff's Office Roof Replacement**

The purpose of the ITB is to establish a Contract for the County owned building (1190 SE 19th, Warrenton, OR) to complete the **Sheriff's Office Roof Replacement** for the benefit of Clatsop County. The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction Work in connection with the project described in the Contract Documents. The roof is Asphalt Shingles, building is approximately 10,000 S.F.

BIDDING DOCUMENTS

Project bid documents; contract agreements, plans and specifications may be examined at the following locations: Documents will be available March 12, 2018.

Clatsop County, Public Works 1100 Olney Ave., Astoria, OR 97103	Clatsop County Web site http://www.co.clatsop.or.us/rfps
--	--

Electronic Copies may be obtained on the County Web Site, <http://www.co.clatsop.or.us/>.

Notice To Contractors

Sealed proposals for the work described will be received by the Clatsop County Public Works Department, 1100 Olney Ave., Astoria, OR 97103, at which time Bids will be publicly opened and read aloud. David Dieffenbach, will receive bids.

Bids are due: No later than 2:00 P.M. Pacific Time, March 29, 2018

Submittals MUST BE TIME STAMPED AT CLATSOP COUNTY PUBLIC WORKS ON THE STATED DEADLINE. All submittals that are not time-stamped by the deadline will be considered late and shall be rejected.

PREBID CONFERENCE

A mandatory pre-bid conference will be on March 15, 2018, at the project site, at 11:00 am

PROJECT ESTIMATE

The following range is a project estimate for bonding purposes: \$40,000 to \$50,000

Contractor's Registration

At the time of the Offer opening, Offeror and sub-contractors must be registered for the appropriate category with the State of Oregon Construction Contractor's Board.

Wage Rates

This is a Prevailing Wage Rate project if the cost is over \$50,000. The County will consider no Offer unless the Offer contains a statement by the Offeror as a part of its Offer that the provisions of ORS 279C.800 through 279C.870, relative to prevailing wage rates, shall be complied with by the successful Offeror and all subcontractors.

Owner's Right to Reject Bids

Offers may be held by the County for a period of not to exceed sixty (60) days from the date of Offer opening for the purpose of reviewing the Offers and investigating the qualifications of the Offerors prior to awarding the contract. The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements

The Clatsop County Board of Commissioners reserves the right to reject any and all bids and to waive any and all informalities in the best interest of the County.

Dated: March 12, 2018. BY INVITATION OF: David Dieffenbach, Clatsop County 503-338-3695

Closing Date: March 29, 2018
Closing Time: 2:00 p.m.

SECTION A – TABLE CONTENTS

SECTION A	TABLE OF CONTENTS
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SECTION C	GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS
SECTION D	BID SECURITY REQUIREMENTS
SECTION E	OREGON PREVAILING WAGE RATES (BOLI REQUIREMENTS)
SECTION F	FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM
SECTION G	CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS; ASBESTOS ABATEMENT LICENSING REQUIREMENTS; AND JOINT VENTURE - PARTNERSHIP REQUIREMENTS
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SECTION J	RECYCLED PRODUCTS
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SECTION O	SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE
EXHIBIT 1	BID PROPOSAL FORM
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EXHIBIT 3	PERFORMANCE BOND FORM
EXHIBIT 4	PAYMENT BOND FORM
EXHIBIT 5	SAMPLE PUBLIC IMPROVEMENT AGREEMENT FORM
EXHIBIT 6	GENERAL CONDITIONS
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EXHIBIT 9	Building Specifications
EXHIBIT 10	Building Plans
EXHIBIT 11	Site Map

SECTION B – DEFINITIONS

B.1 DEFINITIONS: Together with the Definitions found in Section A.1 of the General Conditions, the following definitions apply to this ITB and the resulting Contract.

B.1.1 "Agency" means Clatsop County, intends to obtain a Contract for a Public Improvement Contract

B.1.2 "Bid" means the Offeror's written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award. Bid also means "Offer".

B.1.3 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".

B.1.4 "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

B.1.6 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

B.1.7 "Opening" means the date/time set to read the Bid submittals.

B.1.9 "Plan Center" means organizations and/or business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.

B.1.10 "Solicitation Amendment" means an addition or deletion to, a material change in, or clarification of, the ITB. Solicitation Amendment shall be labeled as such and shall be made available to all interested Offerors in accordance with OAR 125-249-0250(2). Solicitation Amendment also means "Addendum" or "Addenda".

B.1.12 "State" means the State of Oregon. "County" means Clatsop County Oregon.

SECTION C - GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS

C.1 GENERAL INFORMATION

C.1.1 POINT(S) OF CONTACT

C.1.1.1: The single contact point for questions regarding the ITB, forms, bidding process, change, clarification, the award process, protests and/or any other issues that may arise, is **David Dieffenbach** at (503) 338-3695, fax (503) 325-8606 and e-mail ddieffenbach@co.clatsop.or.us.

C.1.1.2 The contact point for requests for brand approval, or substitution requests, Specifications, and Plans is **David Dieffenbach, Clatsop County** at (503) 338-3695, fax (503) 325 -8606.

C.1.2. ENGINEER AND CONSULTANT INFORMATION

NA

C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY

C.1.3.1 ITBs, SOLICITATION AMENDMENTS AND ATTACHMENTS: ITBs, including all Amendments and most attachments, are available at the County Web Site, <http://www.co.clatsop.or.us/>.

C.1.3.2 ATTACHMENTS: Exhibits and attachments will be posted on County Web Site, <http://www.co.clatsop.or.us/>.

C.1.3.3 HARD COPY DOCUMENT FEES & DELIVERY: No Hard copies will be provided.

C.1.3.4 SOLICITATION AMENDMENTS: Solicitation Amendments are incorporated with the original solicitation as an attachment and can be viewed at the County Web Site, <http://www.co.clatsop.or.us/>.

C.1.4 Plan Holders list

No plan Holders list will be maintained. A mandatory pre-bid meeting attendees list will be posted to the County Web Site.

C.1.5 PLAN CENTERS

The ITB document, Plans, Specifications, and any other Contract Documents may be examined at Clatsop County, Public Works:
1100 Olney Ave. Astoria, OR 97103

C.1.6 TRADE SECRETS

Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Offerors are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offerors that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.7 SOLICITATION LAW AND RULES

Oregon Law and Clatsop County Local Contract Review Rules govern this ITB and the resulting Contract. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services. The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

C.1.7.1 OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: Oregon legislature: <https://www.oregonlegislature.gov/>

C.1.7.2 OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES ADMINISTRATIVE RULES - (OAR Chapter 125, Divisions 246 and 249) - Can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285. Phone (503) 378-4642 or on line at: Oregon Administrative Rules: http://sos.oregon.gov/archives/Pages/oregon_administrative_rules.aspx

C.1.7.3 In addition to the foregoing, this solicitation and the Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, "General Conditions" dated January 1, 2012, which are incorporated herein by reference. See Exhibit 6.

C.1.7.4 Clatsop County Local Contract Review Rules may be viewed at Clatsop County Managers Office, 800 Exchange St., Suite 410. St., Astoria, Oregon.

C.1.8 BRAND NAME USAGE:

C.1.8.1 BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand named listed is not mandated pursuant to a brand name exemption.

C.1.8.2 BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Authorized Representative shall determine, in its sole discretion, whether a product offered is "or equal".

C.1.8.3 BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing **during the bidding process** detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

The County shall determine, in its sole discretion, whether a product offered is "or approved equal".

C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent" (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes containing requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be marked as follows:

Bid Request for:

Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest

ITB Project Name

Closing Date & Time

and must be received by the appropriate point of contact as identified in Section C.1.1 by **2:00 P.M. (Pacific time) 10 days prior to bid closing date**. Unless this specific deadline is extended by subsequent Solicitation Amendment, no requests for brand approval, requests for substitution, requests for clarification, requests for change or protests pertaining to provisions contained in the originally issued ITB will be considered after the date specified herein.

C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT": Pursuant to Section C.1.8.3, Offerors shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made in writing and be submitted to the name of the Point of Contact under C.1.1.2 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary for the County to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent.
- Any product subsequently approved for substitution shall be listed on an Solicitation Amendment issued by the County.

C.2.4 REQUEST FOR CLARIFICATION: Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact point listed in Section C.1.1.1. To be considered, COUNTY must receive the request for clarification by the deadline specified in Section C.2.2.

C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact point listed in Section C.1.1.1. To be considered, COUNTY must receive the request for changes by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS: Any Offeror who believes contractual term(s) Plans, or Specification(s) are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in Section C.1.1.1. To be considered, COUNTY must receive the protest by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes.

C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, or included in an Solicitation Amendment as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that County determines should be handled by formally amending the ITB, the County will do so only by announcing such a change in an Solicitation Amendment, not through information identified as a "clarification."

C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE AND PROTESTS: COUNTY shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, COUNTY will issue ITB revisions via Solicitation Amendment distributed by to the County web site <http://www.co.clatsop.or.us/rfps>. COUNTY may also informally respond to Offeror questions.

HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA SOLICITATION AMENDMENT ISSUED BY COUNTY.

C.3 PROTEST OF SOLICITATION AMENDMENT

Requests for clarification, requests for change, and protests of Solicitation Amendment must be received by the time and date specified in the Solicitation Amendment, or they will not be considered. The County will not consider requests or protests of matters not added or modified by the Solicitation Amendment.

C.4 OFFER FORMAT

C.4.1 SIGNATURE IN INK REQUIRED: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror.

C.4.2 IN WRITING: Offers and pricing information shall be prepared by typewriter, ink or by computer, but must be signed in ink by an authorized representative of the Offeror. No oral, telegraphic, telephone, e-mail or facsimile Bids will be accepted.

C.4.3 FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Offeror submits that is not required to be included on forms prescribed by COUNTY shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4.4 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

The following shall be submitted prior to Closing:

- Bid Security Requirements as per Section D; **(Bid Bond form, Exhibit 2)** If bids are over \$100,000.
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Solicitation Amendment Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; Section I;
- Residency Information, Section K;
- Signature of Bidder's Duly Authorized Representative, **Section O**;
- Solicitation Amendment (If required)
- **Bid Proposal Form (Exhibit 1)**

The following shall be submitted within two (2) working hours after the Closing.

- First Tier Subcontractor Disclosure Form, Attachment A, Section F;

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Offer. Offers, once submitted, may be modified in writing before Closing. Modifications made after Offer submission shall be prepared on Offeror's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 shall result in Bid rejection.

C.4.5.1 Nothing in the paragraph C.4.5 shall be construed as allowing the Offeror to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, the Specifications, and/or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification
Project Title
Closing Date
Closing Time

C.4.5.3 Offerors may not modify Offers after Closing.

C.5 OFFER SUBMISSION

C.5.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Offerors shall submit a total of **two (2)** copies of the Offer. At least one Offer submitted by Offeror must bear an original signature. Failure to submit an Offer bearing an original signature will result in rejection of the Bid.

C.5.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Project Title: **Sheriff's Office Roof Replacement**
Closing Date & Time

Clatsop County
Public Works office
1100 Olney Ave.
Astoria, OR 97103

The County shall not be responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

C.6 OFFER WITHDRAWALS PRIOR TO CLOSING

C.6.1 IN WRITING: Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by COUNTY prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number.

C.6.2 IN PERSON: Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL

C.7.1 CLOSING: Offers must be received and date/time stamped by the **County Public Works Office, 1100 Olney Ave., Astoria, OR 97103** receptionist prior to the Closing date/time. Offers will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Solicitation Amendment. Facsimile Offers will not be allowed or accepted. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at County Public Works Office, 1100 Olney Ave., Astoria, OR 97103. Only the name of the Offeror(s) and the item(s) to be considered for award purposes will be read at the opening. It is optional for Offerors to attend Opening. Award decisions will not be made at Opening. Bids received after the date/time for Closing will not be considered for award.

C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM: First tier subcontractor disclosure forms must be returned within two working hours after the Closing, at the receptionist desk of the office of the County Public Works Office, 1100 Olney Ave., Astoria, OR 97103. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

C.8 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, the County may issue preliminary bid results. Such may not be correct and are not final.

C.9 TIME FOR OFFER ACCEPTANCE

An Offeror's Offer is a firm Offer, irrevocable, valid and binding on the Offeror for not less than sixty (60) calendar days from the Closing date.

C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE

County may request, orally or in writing that Offerors extend, in writing, the time during which County may consider their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

C.11 METHOD OF AWARD

The responsiveness and responsibility of Offerors and of their proposed Subcontractors will be considered in making the award.

C.12 SUBSTANTIAL COMPLIANCE REQUIRED

Offers not in substantial compliance with ITB requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, County may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.13 OFFER EVALUATION CRITERIA

Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to OAR 125-249-0390) Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

C.13.1 RESPONSIVENESS: To be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, County may waive minor informalities and irregularities.

C.13.2 RESPONSIBILITY: Prior to award of a Contract, COUNTY will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 125-249-0390. In doing so, COUNTY may investigate Offeror and request information in addition to that already required in the ITB, when COUNTY, in its sole discretion, considers it necessary or advisable.

C.13.3 OREGON PREFERENCE. Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating bids, COUNTY will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, COUNTY will add ten (10) percent to that Offeror's Offer price. (OAR 125-246-0310 and 125-249-0390).

C.14 PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by COUNTY that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 WITHDRAWAL BY COUNTY OF BID ITEMS PRIOR TO AWARD

COUNTY reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

C.16 REJECTION OF OFFERS

C.16.1 REJECTION OF ALL OFFERS: COUNTY may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.16.2 REJECTION OF PARTICULAR OFFERS: COUNTY may reject a particular Offer for any of the reasons listed under OAR 125-249-0440.

C.17 INTENT-TO-AWARD ANNOUNCEMENT

COUNTY reserves the right to announce its intent to award prior to formal Contract award by issuing the tabulation sheet of Bid results by posting on the county web site, or email ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that COUNTY intends to make an award.

C.18 PROTEST OF INTENT TO AWARD

Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.18.1 In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the Contract as the lowest responsible and responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

C.18.2 An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS

COUNTY will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. COUNTY may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by COUNTY is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C.20 AWARD

After expiration of the seven (7) calendar-day intent-to-award protest period, and resolution of all protests, COUNTY will proceed with final award. (If COUNTY receives only one Bid, COUNTY may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.21 COMMENCEMENT OF WORK

Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

C.22 REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at the COUNTY office by appointment during regular business hours (Monday through Friday).

C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR

C.23.1 INSURANCE: The apparent successful Offeror shall provide all required proofs of insurance to COUNTY within seven (7) calendar days of notification of intent to award. Failure to present the required documents within the seven (7) calendar-day period may result in Offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section G.3 of the General Conditions and/or the Supplemental General Conditions in Exhibit 7 prior to Offer submission.

Offerors must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to County that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by County. County's approval will be based on its assessment of the nonadmitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

C.23.2 PERFORMANCE BOND and PAYMENT BOND: The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of the Clatsop County, to ensure faithful performance of the Contract and payment for services and goods.

NOTE: THE PROVIDED PERFORMANCE AND PAYMENT BONDS ARE THE FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.

The Performance Bond and Payment Bond form are Exhibits 3 & 4, respectively.

The apparent low Offeror shall provide all required bonding to the County, within seven (7) calendar days of notification of award. Failure to present the required documents within seven (7) calendar days may be grounds for award disqualification.

C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Offeror, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

SECTION D BID SECURITY REQUIREMENTS (Not required if bid under \$100,000)

Each Offer shall be accompanied by a certified or cashier's check, irrevocable letter of credit (Bank), or Bid Bond, payable to Clatsop County in an amount equal to ten percent (10%) of the total amount of the Offer.

Bid Security shall be furnished to **Clatsop County** as security against the failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award.

If the undersigned fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within fourteen (14) calendar days of the written notification of intent to award a Contract, then the County may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

The Bid Bond form is Exhibit 2.

SECTION E – OREGON PREVAILING WAGE RATES (BOLI REQUIREMENTS) If bid over \$50,000.

E.1 The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

E.2 This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference:

‘PREVAILING WAGE RATES for Public Works Contracts in Oregon dated January 1, 2018’

These BOLI wage rates are available on line at http://egov.oregon.gov/BOLI/WHI/PWR/Jan2012/1-1-12_Rate_Book.pdf

The Work will take place in **Clatsop County Region 1.**

SECTION F – FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM (Not required if bid under \$100,000)

(1) Pursuant to ORS 279C.370 and OAR 125-249-0360, Offerors are required to disclose information about certain first-tier subcontractors when the COUNTY estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

COUNTY MUST REJECT A OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by OAR 125-249-0360 either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The COUNTY shall obtain, and make available for public inspection, the disclosure forms required by OAR 125-249-0360. The COUNTY shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The COUNTY is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-040-0017)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

AGENCY SUPPLIED INFORMATION: NA

PROJECT NAME: **Clatsop County: Sheriff's Office Roof Replacement**
 BID #: _____ BID CLOSING: Date: 03/29/18 Time: 2:00 PM
 REQUIRED DISCLOSURE DEADLINE: Date: 03/29/18 Time: 4:00 PM
 Deliver Form To (Agency): Clatsop County Public Works
 Designated Recipient (Person): David Dieffenbach Phone #: 503-338-3695
 Agency's Address: 1100 Olney Ave. Street
 Astoria, Oregon 97103

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>N/A</u>	<u>N/A</u>	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

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

Form Submitted By (Bidder Name): WEATHERGUARD, INC., A CORPORATION OF WA

Contact Name: PHILIP BRILL Phone #: 360-577-7200

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SECTION G – CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

G.1 CCB REQUIREMENTS

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 130103

EXPIRATION DATE OF CCB NO.: 7/25/2018

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: X YES: _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - SOLICITATION AMENDMENT ACKNOWLEDGEMENT

(1) COUNTY reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Solicitation Amendment (Addendum), prior to the closing time and date. Solicitation Amendment will be mailed or faxed and posted on the J2B.Com web site. The COUNTY is not responsible for an Offerors failure to receive notice of Solicitation Amendment if such are advertised in the foregoing manner. Solicitation Amendments shall only be issued by the COUNTY and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Solicitation Amendment, Bidders shall sign and return the Solicitation Amendment prior to the Closing time/date.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

(a) If any Solicitation Amendment are issued in connection with this ITB, Offeror has received and duly considered such Solicitation Amendment, and has completed the blanks below identifying all Solicitation Amendment issued, and acknowledging and agreeing to the terms of all such Solicitation Amendment as those terms revise the terms, conditions, Plans and Specifications of this ITB.

SOLICITATION AMENDMENT(s): No. 0 to No. 0 inclusive.

(b) IN ADDITION, to completing the blanks above to identify all Solicitation Amendment, if any, issued under this ITB, Offeror shall sign and return any Solicitation Amendment that states that it must be signed and returned.

SECTION I – RESPONSIBILITY INQUIRY / CONTACTOR REFERENCES

The County reserves the right, pursuant to OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the County to obtain any information the County deems necessary to conduct the evaluation. The County shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The County may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OAR 125-249-0440.

1. OFFERORS INFORMATION

Business Name: WEATHERGUARD, INC., A CORPORATION OF WASHINGTON

Owner(s) Name: WILLIAM BRILL

Business Address:

1128 - 12TH AVENUE

LONGVIEW, WA 98632

Telephone Number: 360-577-7200 Fax No.: 360-414-0517

Email Address: PHILIP@WEATHERGUARDINC.NET

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with their Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use their own form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: DISTRICT WIDE PORTABLE ROOFING REPLACEMENT

Project Location: VANCOUVER, WA

Project Date: JULY 2017

Firm Name for Contact Person: EVERGREEN SCHOOL DISTRICT

Name of Contact Person: CRAIG PATTERSON

Telephone Number for Contact Person: 360-518-8408

Fax number for Contact Person: _____

Email Address of Contact Person: _____

Project Reference #2

Name of Project: CHEHALIS MEETINGHOUSE RE-ROOF

Project Location: CHEHALIS, WA

Project Date: SEPTEMBER 2017

Firm Name for Contact Person: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Name of Contact Person: SCOTT ROBISON

Telephone Number for Contact Person: 801-718-1217

Fax number for Contact Person: _____

Email Address of Contact Person: _____

SECTION J- RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. Recyclable material means any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore be reused or recycled.

I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provision.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the State must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder". (OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

- a. Check one: Bidder is a () Resident Bidder
(X) Non-resident Bidder.

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: WASHINGTON

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

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

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each Subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Solicitation Amendment, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Solicitation Amendment, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The State shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the ITB.
- (5) The State shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Solicitation Amendment, if any, issued);
- (9) Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: Philip Brill Title: OPERATIONS MANAGER

FEIN ID# or SSN# (required): 91-1871702

Contact Person (Type or Print): PHILIP BRILL

Telephone Number: (360) 577-7200 Fax Number: (360) 414-0517

EXHIBIT 1

Bid Proposal Form

Clatsop County: Sheriff's Office Roof Replacement

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Supplemental Specifications, Special Provisions, Plans, Drawings, Form of Contract, General Information and General Requirements and other required provisions relating to the "Construction Project", on file in the office of the Public Works Department of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment to complete the project as described herein and to perform the work in full accordance with said Specifications and drawings, and to meet the performance and prescriptive requirements describe herein and made necessary by system requirements and governing regulations.

Bid Proposal Form, page 2

BASE BID: Clatsop County: Sheriff's Office Roof Replacement

General Cost (O&P, Permits, Supervision, Etc.)	\$ 24,280.00
Materials: Landmark Pro	\$ 24,063.00
Labor	\$ 28,950.00
Total Base Bid	\$ 77,293.00
SEVENTY-SEVEN THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND ZERO CENTS	
Written amount (total)	

DOLLARS (\$ 77,293.00) Date (3/22/2018)

Alternate Materials: Northgate Shingle, alternate additional cost. \$ 0.00

Unit Prices: Clatsop County: Sheriff's Office Roof Replacement

Unit Price A: Cost Per hour for Installers	\$ 97.20 / Hour
Unit Price B: Cost per hour for supervisor to perform additional work as requested by owner during the course of this project.	\$ 120.00 / Hour
Unit Price D: Indicate percent markup (above contactors cost) for material or rental items required to perform additional work.	% 10

The bidder acknowledges that the work must be substantially completed (8) Weeks days after notice to proceed. **Substantial Completion Prior to June 15, 2018.**

Work may be scheduled 6 am to 7 pm daily; Work allowed outside this time if work complies with the County & City of Warrenton Ordinances.

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be property of the County.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
WILLIAM BRILL, PRESIDENT	1128 - 12TH AVE, LONGVIEW, WA 98632
WILLIAM BRILL, TREASURER	1128 - 12TH AVE, LONGVIEW, WA 98632

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Name of Agent FOURNIER GROUP

Address 111 S PACIFIC AVENUE #A, KELSO, WA 98626

EXHIBIT 2

**CLATSOP COUNTY
STANDARD PUBLIC IMPROVEMENT CONTRACT**

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$_____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

_____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

Not required if Bid under \$100,000

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EXHIBIT 3

**Clatsop County
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No. _____
Solicitation _____
Project Name _____

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

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clatsop County the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, and members thereof, its officers, commissioners, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

PERFORMANCE BOND, page 2

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

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

Name

Signature

Address

City State Zip

Phone Fax

Not required if Bid under \$100,000

EXHIBIT 4

CLATSOP COUNTY

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

* If using multiple sureties

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clatsop County the sum of (Total Penal Sum of Bond) _____

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

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

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

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

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

the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund

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

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND, page 2

Not required if Bid under \$100,000

EXHIBIT 5

CLATSOP COUNTY
Public Improvement Agreement Form
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No: _____

CONSTRUCTION PROJECT

Sheriff Office Roof Replacement

PARTIES:	"Clatsop County" Clatsop County 1100 Olney Ave. Astoria, Oregon 97103	"Contractor" Weatherguard, Inc. 1128 – 12 th Ave. Longview, WA 98632
-----------------	--	--

PROJECT: Clatsop County: Sheriff's Office Roof Replacement
1190 SE 19th
Warrenton, Oregon

County and Contractor agree as follows:

1. **The work on this project:** Clatsop County Sheriff's Office Roof Replacement, Warrenton, Oregon.
2. **Dates of commencement and substantial completion:**
Subject to adjustment as provided in the Contract Documents.
3. **Contract Sum:** Clatsop County shall pay Contractor \$77,293.00 for its performance under the contract, subject to additions and deletions as provided for in the Contract Documents.
4. **Enumeration of Contract Documents:** The following Contract Documents as enumerated below are incorporated fully into the terms of this agreement:
All work described in contract documents consisting of: Proposal and Special Provisions, General Conditions, Supplemental General Conditions, Plans and Specifications, Advertisement for Bid, Invitation to Bid, Prevailing Wage Rates, Instruction to Bidders, Bid Bond, Performance and Payment Bond, Payroll and Certified Payment Form, Drawings and Details.
5. **Conflict in Terms:** In the event of a conflict in the terms set forth in the Contract Documents, the Supplementary Conditions shall prevail.
6. **Governing Law/Venue:** This agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this agreement shall be in the Circuit Court of Clatsop County, Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of Clatsop County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Clatsop County according to law.
7. **Other Provisions:**

Failure to complete the Work by the specified time will result in actual damage to the County. Since actual damages would be difficult or impossible to determine, it is agreed that the Contractor shall pay to the County, not as a penalty but as liquidated damages, \$100 per Day for each Day elapsed past the date set for Substantial Completion, until such time as Substantial Completion has been obtained. Liquidated damages may be deducted by the County from any funds due the Contractor.

FOR COUNTY:

CONTRACTOR:

Signature Date

Signature Date

County Manger
Title

Title

Weatherguard, Inc.

1128 – 12th Ave.

Longview, WA 98632

Attn: _____

Social Security No. or
Tax Identification Number:

I

EXHIBIT 5

CLATSOP COUNTY
Public Improvement Agreement Form
Astoria, Oregon 97103
An Equal Opportunity Employer

Sample

Contract No: XXXX

CONSTRUCTION PROJECT

PARTIES:	"Clatsop County"	"Contractor"
	Clatsop County	XXXX
	1100 Olney Ave.	XXXX
	Astoria, Oregon 97103	XXXX

PROJECT: Clatsop County: Sheriff's Office Roof Replacement
749 Commercial Street
Astoria, Oregon

County and Contractor agree as follows:

- The work on this project:** Clatsop County Sheriff's Office Roof Replacement, Warrenton, Oregon.
- Dates of commencement and substantial completion:**
Subject to adjustment as provided in the Contract Documents.
- Contract Sum:** Clatsop County shall pay Contractor \$XXXXXX for its performance under the contract, subject to additions and deletions as provided for in the Contract Documents.
- Enumeration of Contract Documents:** The following Contract Documents as enumerated below are incorporated fully into the terms of this agreement:
All work described in contract documents consisting of: Proposal and Special Provisions, General Conditions, Supplemental General Conditions, Plans and Specifications, Advertisement for Bid, Invitation to Bid, Prevailing Wage Rates, Instruction to Bidders, Bid Bond, Performance and Payment Bond, Payroll and Certified Payment Form, Drawings and Details.
- Conflict in Terms:** In the event of a conflict in the terms set forth in the Contract Documents, the Supplementary Conditions shall prevail.
- Governing Law/Venue:** This agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this agreement shall be in the Circuit Court of Clatsop County, Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of Clatsop County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Clatsop County according to law.

7. **Other Provisions:**

Failure to complete the Work by the specified time will result in actual damage to the County. Since actual damages would be difficult or impossible to determine, it is agreed that the Contractor shall pay to the County, not as a penalty but as liquidated damages, \$100 per Day for each Day elapsed past the date set for Substantial Completion, until such time as Substantial Completion has been obtained. Liquidated damages may be deducted by the County from any funds due the Contractor.

FOR COUNTY:

CONTRACTOR:

Signature Date

Signature Date

Title

Title

:

XXXX

County Manager

XXXX

XXXX

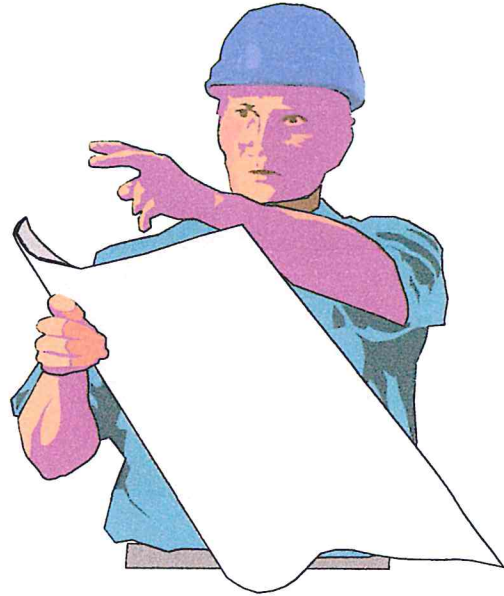
Attn: XXXX

Social Security No. or
Tax Identification Number:

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EXHIBIT 6
State of Oregon General Conditions for Public Improvement
Contracts
JANUARY 1, 2012

STATE OF OREGON
GENERAL CONDITIONS
FOR
PUBLIC IMPROVEMENT
CONTRACTS



NOTICE TO STATE AGENCIES AND PUBLIC IMPROVEMENT CONTRACTORS

January 1, 2012 Edition

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

NOTE: THE FOLLOWING GENERAL CONDITIONS HAVE BEEN REVIEWED AS TO FORM BY THE OREGON DEPARTMENT OF JUSTICE. THE LEGAL SUFFICIENCY AND APPROVAL REQUIREMENTS OF ORS 291.047 ARE STILL APPLICABLE FOR INDIVIDUAL PROCUREMENTS OF STATE AGENCIES, UNLESS AN EXEMPTION HAS BEEN GRANTED PURSUANT TO THAT STATUTE AND ADMINISTRATIVE RULES AT OAR CHAPTER 137, DIVISION 45.

**STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
JANUARY 1, 2012**

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STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("General Conditions")

SECTION A
GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

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

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

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

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

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

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

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

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

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the State of Oregon acting by and through the governmental entity identified in the Solicitation Document.

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

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

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

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

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

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

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

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

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

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative

will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**B.2 CONTRACTOR'S MEANS AND METHODS:
MITIGATION OF IMPACTS**

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

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted

and used by the industry, in accordance with industry standards.

- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.

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

B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and

enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with

the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

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

B.14 OTHER CONTRACTS

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

B.15 GOVERNING LAW

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

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such

amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

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

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed

in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section

B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 NO THIRD PARTY BENEFICIARIES

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

**SECTION C
WAGES AND LABOR**

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

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

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

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

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

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

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

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

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

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

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

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

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- (b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
- (1) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
 - (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).
- (e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

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

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.

- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

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

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

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

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

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

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

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

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

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time

requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

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

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that

otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

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

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural

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

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

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

- D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:
- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
 - (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be

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

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

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

D.3.7 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If

Owner makes this election, the Contractor will be required to arrange to receive EFT/ACH payments.

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

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

Signed: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

(h) All required documentation must be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and

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

E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

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

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that

accepting a bond, security or other instrument described in options (a) or (c) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Director of the Oregon Department of Administrative Services, including but not limited to:
 - (i) Bills, certificates, notes or bonds of the United States.
 - (ii) Other obligations of the United States or agencies of the United States.
 - (iii) Obligations of a corporation wholly owned by the federal government.
 - (iv) Indebtedness of the Federal National Mortgage Association.
 - (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
 - (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.
- (b) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor; or
- (c) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment

due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable,

the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

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

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor

F.4 CLEANING UP

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

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

(a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and

(c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all

applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

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

F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

**G.2 PERFORMANCE AND PAYMENT SECURITY:
PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self-insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the

Owner, the Contractor and its Subcontractors as their interests may appear.

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

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term to June 30, 2011: \$1,600,000
July 1, 2011 to June 30, 2012: \$1,700,000
July 1, 2012 to June 30, 2013: \$1,800,000
July 1, 2013 to June 30, 2014: \$1,900,000
July 1, 2014 to June 30, 2015: \$2,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to June 30, 2011: \$3,200,000
July 1, 2011 to June 30, 2012: \$3,400,000
July 1, 2012 to June 30, 2013: \$3,600,000
July 1, 2013 to June 30, 2014: \$3,800,000
July 1, 2014 to June 30, 2015: \$4,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term to January 1, 2011: \$100,100.
From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to January 1, 2011 : \$500,600.
From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Bodily Injury/Death:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term June 30, 2011: \$1,600,000
July 1, 2011 to June 30, 2012: \$1,700,000
July 1, 2012 to June 30, 2013: \$1,800,000
July 1, 2013 to June 30, 2014: \$1,900,000
July 1, 2014 to June 30, 2015: \$2,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurance Limit for multiple claimants:
From commencement of the Contract term to June 30, 2011: \$3,200,000
July 1, 2011 to June 30, 2012: \$3,400,000
July 1, 2012 to June 30, 2013: \$3,600,000
July 1, 2013 to June 30, 2014: \$3,800,000
July 1, 2014 to June 30, 2015: \$4,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term to January 1, 2011: \$100,100
From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to January 1, 2011: \$500,600
From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

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

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

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

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of

\$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner's Authorized Representative in writing of any change in insurance coverage.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work.

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the

event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;

- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
 - (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers

or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

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

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, Record Documents of the entire project. Record Documents shall

depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

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

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the

manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice.

The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

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

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

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

K.10 SURVIVAL

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

SECTION L

LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

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

L.2 FEDERAL AGENCIES

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

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission

Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of

State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

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

EXHIBIT 7

SUPPLEMENTAL GENERAL CONDITIONS To The STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Project Name: Sheriff's Office Roof Replacement

For the above contract, the following supplements modify the General Conditions contained within Part IV of the "State of Oregon Standard Conditions for Public Improvement Contracts" dated January 1, 2012. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

Section	Supplemental Condition
A.1	Revise to read, " CONTRACT DOCUMENTS , means the Solicitation Document and addenda thereto, Clatsop County Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders."
A.1	Revise to read, " OWNER , means Clatsop County acting by and through the governmental entity identified in the Solicitation Document."
A.3.1, (3)	Revise to read, "3. The Clatsop County Public Improvement Agreement Form;"
A7.2	Revise to read, "Contractor represents and warrants that Contractor is not an employee of Clatsop County for purposes of performing Work under this Contract."
B.13	Owner intends to perform work on site and may use additional contractors or others for this work.
B.16	Revise to read. "Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clatsop County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16."
B.4	Contractor shall pay for the building permit(s).
B1.3	Add the following sentence: "Contractor(s) shall not supervise or give direction to any workers not employed by contractor, subcontractors or suppliers. Including but not limited to work done by County Sheriff's Work Crews, which would be supervised by county staff."
B.9.1	Add sentence, "Contractor shall keep on site a copy of the current State of Oregon Structural Specialty Code, with current amendments."

Section	Supplemental Condition
D.1.5	Revise the last sentence in the second paragraph to read, "The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the Clatsop County, whether in this claims process, in litigation, or in any dispute resolution process."
E.2.1	Add the following sentence. "Owner shall approve all application for payment. Contactor shall notify Owners Representative 10 days prior to that required approval to allow the Owner to visit the site to determine that the work has been completed per the contract documents."
E.4	Revise to read, "Contractor shall not be compensated for Work performed under this Contract from any other agency other than the agency that is a party to this Contract."
G.1.2	Omit Phrase from first sentence, "(with counsel approved by Owner)."
G.3.7	Omit sentence; "The certificates will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage's without thirty (30) Days' written notice from the insurer(s) to the Owner." Revise sentence to read, "The certificates will also specify that there shall be a, written notice from the insurer(s) to the Owner 30 days prior to cancellation."
G.3.7	Omit sentence; "To the extent Certificates of Insurance contain words to the effect that Contractor shall "endeavor to send notice of cancellation" or similar language, Contractor shall require its insurer to send such notice by making sure that the words "endeavor to" or similar words are removed from the Certificate."
I.1	Revise this sentence to read, "Contractor shall be allowed a period of no longer than fifteen (15) days for completion of defective (punch list) work, unless otherwise agreed."
New	<p>LIQUIDATED DAMAGES</p> <p>Failure to complete the Work by the specified time will result in actual damage to the Owner. Since actual damages would be difficult or impossible to determine, it is agreed that the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, \$50.00 per Day for each Day elapsed past the date set for Substantial Completion, until such time as Substantial Completion has been obtained. Liquidated damages may be deducted by the Owner from any funds due the Contractor.</p>

END OF SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT 8

PREVAILING WAGE RATES

The BOLI Prevailing Wage Rates as referenced in Section "E"

**'PREVAILING WAGE RATES for Public Works Contracts in Oregon dated
January 1, 2018'**

These BOLI wage rates are available on line at;

<http://www.oregon.gov/boli/WHD/PWR/Pages/January-1%2c-2018-PWR-Rates.aspx>

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EXHIBIT 9

ROOF SPECIFICATIONS

SECTION 07 31 13

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing

1.2 RELATED SECTIONS

- A. Section 076200 – Flashing and Sheet Metal.

1.3 REFERENCES

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- D. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- F. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- G. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- H. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- I. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- J. ASTM D7158 – Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)
- K. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
- L. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

1.4 SUBMITTALS

- A. Submit under provisions of State of Oregon, General Conditions – Exhibit 6.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:

1. ASTM E 108/UL 790 Class A Fire Resistance
 2. ASTM D 3161/D 7158/UL 997 Wind Resistance.
 3. ASTM D 3462
- E. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.

1.5 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the asphalt shingle manufacturer.
- B. Pre-Installation Meeting – Conduct a pre-installation meeting at the site prior to commencing work of this section: Require attendance of entities directly concerned with roof installation. Agenda will include:
 1. Installation methods and manufacturer's requirements and recommendations
 2. Safety procedures
 3. Coordination with installation of other work
 4. Availability of roofing materials.
 5. Extra Material – Furnish under provision of section 01 70 00
 6. Provide 100 square feet of extra shingles of each color specified.
 7. Preparation and approval of substrate and penetrations through roof.
 8. Other items related to successful execution of work.
 9. Product Compliance – Verify that products conform with all requirements specified by local Authority Having Jurisdiction (AHJ).
- C. Maintain one copy of manufacturer's application instructions on the project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials in accordance with requirements of Authorities Having Jurisdiction.
- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

1.7 1.7 PROJECT ENVIRONMENTAL CONDITIONS

- A. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's limits.
- B. Take special care when applying WinterGuard Waterproofing Shingle Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack WinterGuard in place if it does not adhere immediately to the deck.

1.8 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
 - 1. CertainTeed **Landmark Pro**: 50 Year Limited Warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty (5 Star SureStart PLUS) to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
 - 1. First Thirty Years (**Landmark Pro** Shingles)
 - 2. No SureStart or SureStart PLUS for any shingle applied to inadequately ventilated roof deck.
- C. Provide SureStart PLUS Extended Warranty Protection, : **Landmark PRO** shingles carry:
 - 1. 5-Star Coverage (30 years) material and labor costs for repair or replacement, tear off and disposal costs, and workmanship defects (25 years).
***30 years for premises not used by individual homeowners*
- D. Refer to manufacturer's warranty for adjustments for commercial applications.
- E. Provide Upgraded Wind Warranty, 130 mph on Landmark Pro shingles. (see section 2.2-B below).

PART 2 PRODUCTS

2.1 MANUFACTURERS

Acceptable Manufacturer: Provide products manufactured by the CertainTeed Corporation. Contact Sales Support Group, P.O. Box 860, Valley Forge, PA 19482, Toll Free 800-233-8990

- A. Requests for substitutions will be considered in accordance with provisions the State of Oregon, General Conditions, sections B.19.

2.2 ASPHALT FIBERGLASS SHINGLES

- A. CertainTeed **Landmark PRO**: Conforming to ASTM D 3018 Type I – Self-Sealing, UL Certification of ASTM D 3462, ASTM D 3161/UL997 110-mph Wind Resistance and UL Class A Fire Resistance, glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistance; two piece laminate shingle.
- B. Wind warranty upgrade – All Products are to be warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:
 - 2. Apply CertainTeed specified corresponding hip and ridge accessory products.
 - 3. Apply CertainTeed starter shingles along the roof eaves and rakes (Swiftstart™ and High-Performance Starter).
- C. Weight: 270 pounds per square (100 square feet).
- D. Color: As selected by Owner from manufacturer's standards

2.3 SHEET MATERIALS

- A. CertainTeed "WinterGuard"; ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and "split" back plastic release film; provide material warranty equal in duration to that of shingles being applied. Install at hips and valleys.

- 1. CertainTeed WinterGuard Granular

- B. Underlayment: CertainTeed "Diamond Deck", ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment designed for use on roof decks as a water-resistant layer beneath asphalt shingles, wood shingles, and shakes, metal shingles or slate.

- 1. CertainTeed WinterGuard Granular

2.4 FLASHING MATERIALS

- A. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Tinner's Paint: Color as selected by Architect to coordinate with shingle color.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or 3/4 inch (19mm) into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II
- C. Install fall protection anchor point. Guardian Fall Protection (800-466-6385) Kent, Washington. Adjustable Sky Hook, part NO. 00342. Install per manufactures directions. Provide flashing and installation to provide the same weather resistance as the roofing. Install near center of building at or near the ridge.

2.6 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- D. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

2.7 ATTIC VENTILATION

- B. CertainTeed Ridge Vent (4 lf) Filtered, 9 in width, Class A rated.
 - 1 Shingle over ridge vent designed with an external baffle to deflect wind and weather over the vent. The external baffle creates low pressure over the vent openings to "pull" air from the attic.

- 2 Internal weather filter helps protect the attic from wind driven rain, snow, dust and insects.
- 3 9" vent provides 16 sq inches of net free area per linear foot.
- 4 CertainTeed Ridge Vent is pre-formed to a 4/12 pitch, and fits pitches from 3/12 to 16/12.
- 5 Limited Lifetime Warranty and 5-Year SureStart™ Protection.

1. EXECUTION

3.0 REMOVAL

- A. Remove all existing roofing and underlayment. Recycle all products removed from the building.
- B. No not allow debris or other material to enter the HVAC air intake ducting or plumbing vents on or the roof.
- C. Position rooftop and ground based equipment so as to not interrupt the buildings access doors. Provide barriers and signage to direct pedestrian and vehicle traffic away from work areas.
- D. Protect adjacent building and ground based items, remove all debris from adjacent land around the building.
- E. Repair and damage caused by work on adjacent building or grounds.

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01 70 00.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – EAVE ICE DAM PROTECTION

- A. Place eave edge and gable metal edge flashing tight with fascia boards. Weather-lap joints 2 inches (50mm). Secure flange with nails spaced 8 inches (200 mm) on center.

3.3 INSTALLATION – PROTECTIVE UNDERLAYMENT

- A. Roof Slopes 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.

- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements with WinterGuard and Diamond Deck

3.5 INSTALLATION – VALLEY PROTECTION

- A. Install closed-cut valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION – METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.7 INSTALLATION – ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.8 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01 45 16.
- B. Visual inspection of the work will be provided by Owner.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work.
- B. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Manufactured through-wall flashing with counterflashing.
2. Manufactured reglets with counterflashing.
3. Formed roof-drainage sheet metal fabrications.
4. Formed equipment support flashing.

B. Related Requirements:

1. Section 073113 "Asphalt Shingles" for installation of sheet metal flashing and trim integral with roofing.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.

4. Include details for forming, including profiles, shapes, seams, and dimensions.
 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 6. Include details of termination points and assemblies.
 7. Include details of roof-penetration flashing.
 8. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 9. Include details of special conditions.
 10. Include details of connections to adjoining work.
 11. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches (1:10).
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches (300 mm) long and in required profile. Include fasteners and other exposed accessories.
 3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested and FM Approvals approved.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 1. For copings and roof edge flashings that are SPRI ES-1 tested and FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide aluminum-zinc alloy-coated steel sheet according to ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation, Grade 40 (Grade 275)]; prepainted by coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Surface: Smooth, flat, and mill phosphatized for field painting.
 - 2. Exposed Coil-Coated Finish:
 - a. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 3. Color: As selected by Architect from manufacturer's full range to match existing.
 - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F (111 deg C); and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.
- C. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
 - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
 - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- F. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing to match existing.
 - 1. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
 - 2. Finish: With manufacturer's standard color coating.

2.6 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.

3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- G. Do not use graphite pencils to mark metal surfaces.

2.7 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required to match existing, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
1. Gutter Profile: Match existing according to cited sheet metal standard.
 2. Expansion Joints: Lap type.
 3. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
- B. Downspouts: Fabricate downspouts to match existing dimensions, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
1. Fabricated Hanger Style: Match existing to meet SMACNA's "Architectural Sheet Metal Manual."
 2. Fabricate from the following materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.

2.8 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches (100 mm) beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

3.3 INSTALLATION, GENERAL

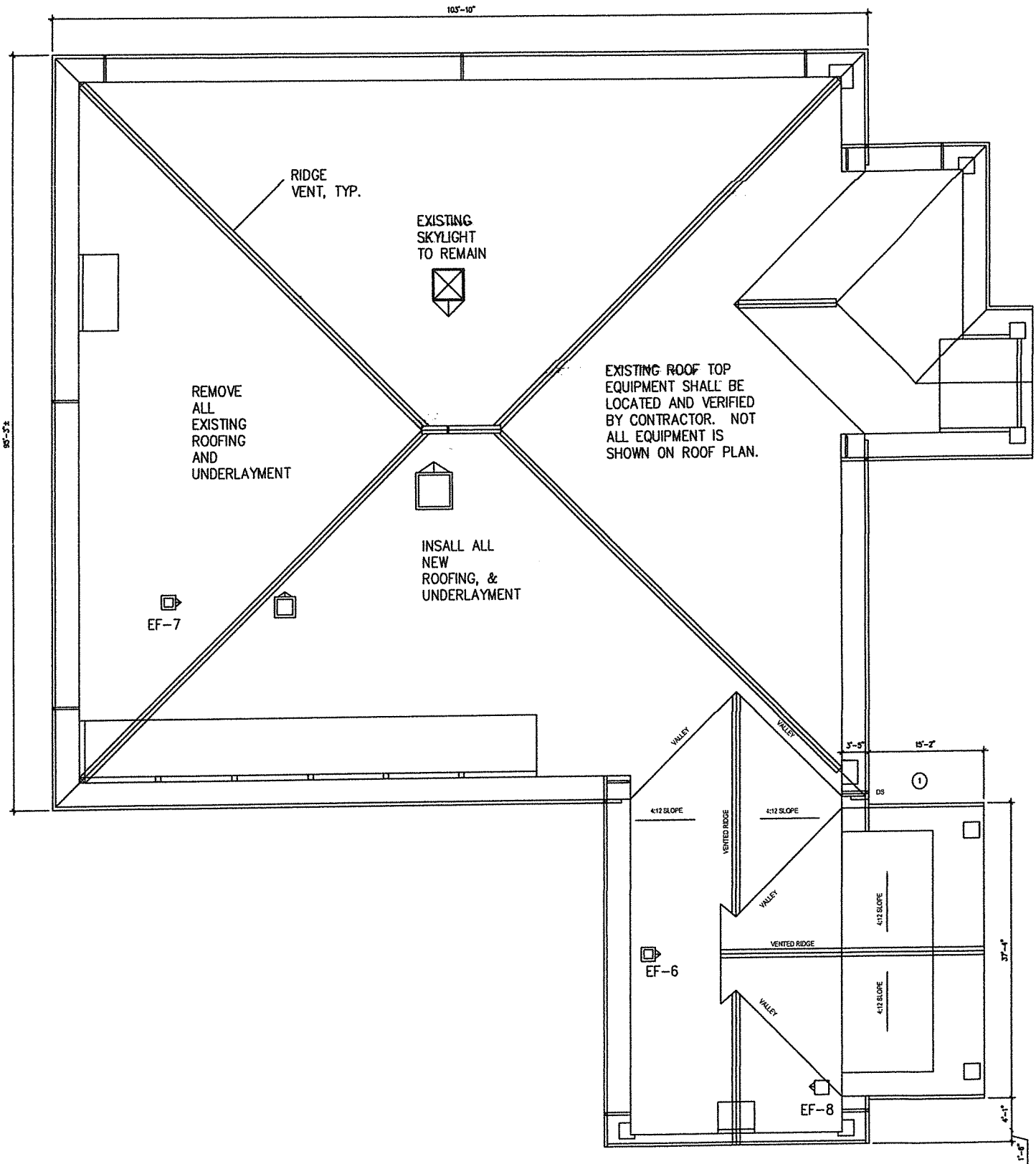
- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 2. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 3. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 4. Torch cutting of sheet metal flashing and trim is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.

- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
 - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
 - 1. Fasten gutter spacers to front and back of gutter.
 - 2. Anchor and loosely lock back edge of gutter to continuous eave or apron flashing.
 - 3. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches (600 mm) apart.

EXHIBIT 10
PLANS & DETAILS



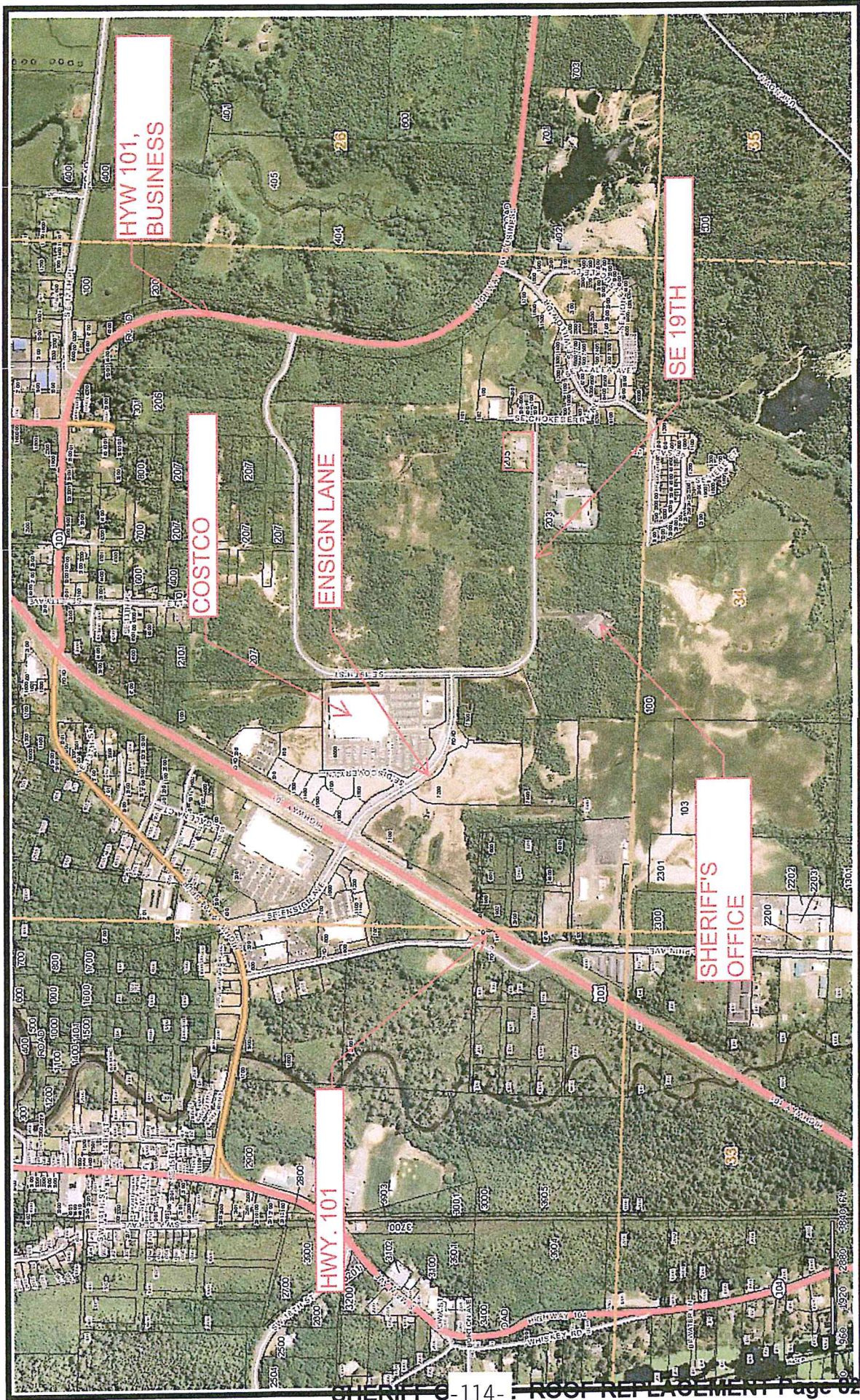
ROOF PLAN, NTS

EXHIBIT 11

Site Map

Map

SHERIFF'S OFFICE - SITE MAP
1190 SE 19TH, WARRENTON, OR



Clatsop County Webmaps

Disclaimer: This map was produced using Clatsop County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation. Photos may not align with taxlots.



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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-040-0017)

COPY

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

AGENCY SUPPLIED INFORMATION: NA

PROJECT NAME: **Clatsop County: Sheriff's Office Roof Replacement**
 BID #: _____ BID CLOSING: Date: 03/29/18 Time: 2:00 PM
 REQUIRED DISCLOSURE DEADLINE: Date: 03/29/18 Time: 4:00 PM
 Deliver Form To (Agency): Clatsop County Public Works
 Designated Recipient (Person): David Dieffenbach Phone #: 503-338-3695
 Agency's Address: 1100 Olney Ave. Street
 Astoria, Oregon 97103

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>N/A</u>	<u>N/A</u>	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

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

Form Submitted By (Bidder Name): WEATHERGUARD, INC., A CORPORATION OF WA

Contact Name: PHILIP BRILL Phone #: 360-577-7200

SECTION G – CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

G.1 CCB REQUIREMENTS

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 130103

EXPIRATION DATE OF CCB NO.: 7/25/2018

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: X YES: _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - SOLICITATION AMENDMENT ACKNOWLEDGEMENT

(1) COUNTY reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Solicitation Amendment (Addendum), prior to the closing time and date. Solicitation Amendment will be mailed or faxed and posted on the J2B.Com web site. The COUNTY is not responsible for an Offerors failure to receive notice of Solicitation Amendment if such are advertised in the foregoing manner. Solicitation Amendments shall only be issued by the COUNTY and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Solicitation Amendment, Bidders shall sign and return the Solicitation Amendment prior to the Closing time/date.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

(a) If any Solicitation Amendment are issued in connection with this ITB, Offeror has received and duly considered such Solicitation Amendment, and has completed the blanks below identifying all Solicitation Amendment issued, and acknowledging and agreeing to the terms of all such Solicitation Amendment as those terms revise the terms, conditions, Plans and Specifications of this ITB.

SOLICITATION AMENDMENT(s): No. 0 to No. 0 inclusive.

(b) IN ADDITION, to completing the blanks above to identify all Solicitation Amendment, if any, issued under this ITB, Offeror shall sign and return any Solicitation Amendment that states that it must be signed and returned.

SECTION I – RESPONSIBILITY INQUIRY / CONTACTOR REFERENCES

The County reserves the right, pursuant to OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the County to obtain any information the County deems necessary to conduct the evaluation. The County shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The County may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OAR 125-249-0440.

1. OFFERORS INFORMATION

Business Name: WEATHERGUARD, INC., A CORPORATION OF WASHINGTON

Owner(s) Name: WILLIAM BRILL

Business Address:

1128 - 12TH AVENUE

LONGVIEW, WA 98632

Telephone Number: 360-577-7200 Fax No.: 360-414-0517

Email Address: PHILIP@WEATHERGUARDINC.NET

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with their Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use their own form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: DISTRICT WIDE PORTABLE ROOFING REPLACEMENT

Project Location: VANCOUVER, WA

Project Date: JULY 2017

Firm Name for Contact Person: EVERGREEN SCHOOL DISTRICT

Name of Contact Person: CRAIG PATTERSON

Telephone Number for Contact Person: 360-518-8408

Fax number for Contact Person: _____

Email Address of Contact Person: _____

Project Reference #2

Name of Project: CHEHALIS MEETINGHOUSE RE-ROOF

Project Location: CHEHALIS, WA

Project Date: SEPTEMBER 2017

Firm Name for Contact Person: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Name of Contact Person: SCOTT ROBISON

Telephone Number for Contact Person: 801-718-1217

Fax number for Contact Person: _____

Email Address of Contact Person: _____

SECTION J- RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. Recyclable material means any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore be reused or recycled.

I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provision.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the State must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder". (OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a () Resident Bidder
(X) Non-resident Bidder.

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: WASHINGTON

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Solicitation Amendment, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Solicitation Amendment, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The State shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the ITB.
- (5) The State shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Solicitation Amendment, if any, issued);
- (9) Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature:  Title: OPERATIONS MANAGER

FEIN ID# or SSN# (required): 91-1871702

Contact Person (Type or Print): PHILIP BRILL

Telephone Number: (360) 577-7200 Fax Number: (360) 414-0517

EXHIBIT 1

Bid Proposal Form

Clatsop County: Sheriff's Office Roof Replacement

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Supplemental Specifications, Special Provisions, Plans, Drawings, Form of Contract, General Information and General Requirements and other required provisions relating to the "Construction Project", on file in the office of the Public Works Department of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment to complete the project as described herein and to perform the work in full accordance with said Specifications and drawings, and to meet the performance and prescriptive requirements describe herein and made necessary by system requirements and governing regulations.

Bid Proposal Form, page 2

BASE BID: Clatsop County: Sheriff's Office Roof Replacement

General Cost (O&P, Permits, Supervision, Etc.)	\$ 24,280.00
Materials: Landmark Pro	\$ 24,063.00
Labor	\$ 28,950.00
Total Base Bid	\$ 77,293.00
SEVENTY-SEVEN THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND ZERO CENTS	
Written amount (total)	

DOLLARS (\$ 77,293.00) Date (3/22/2018)

Alternate Materials: Northgate Shingle, alternate additional cost. \$ 0.00

Unit Prices: Clatsop County: Sheriff's Office Roof Replacement

Unit Price A: Cost Per hour for Installers	\$ 97.20 / Hour
Unit Price B: Cost per hour for supervisor to perform additional work as requested by owner during the course of this project.	\$ 120.00 / Hour
Unit Price D: Indicate percent markup (above contactors cost) for material or rental items required to perform additional work.	% 10

The bidder acknowledges that the work must be substantially completed (8) Weeks days after notice to proceed. **Substantial Completion Prior to June 15, 2018.**

Work may be scheduled 6 am to 7 pm daily; Work allowed outside this time if work complies with the County & City of Warrenton Ordinances.

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be property of the County.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
<u>WILLIAM BRILL, PRESIDENT</u>	<u>1128 - 12TH AVE, LONGVIEW, WA 98632</u>
<u>WILLIAM BRILL, TREASURER</u>	<u>1128 - 12TH AVE, LONGVIEW, WA 98632</u>

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Name of Agent FOURNIER GROUP

Address 111 S PACIFIC AVENUE #A, KELSO, WA 98626

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Ordinance 2018-04 – Taxing marijuana sales to refer to the voters

Category: Public Hearing

Prepared By: County Counsel

To Be Presented By: County Counsel, County Manager

Issue Before the Commission: This is the first reading and public hearing of Ordinance 2018-04, which adopts a Tax on the Retail Sale of Marijuana Items within Unincorporated Clatsop County if approved by the voters of Clatsop County.

Informational Summary: With the legalization of marijuana, many cities and counties in Oregon, including cities in this County, have chosen to impose a 3% tax on sales, which is the maximum allowed by law. ORS 475B.345 requires that any ordinance to impose a tax on marijuana sales be approved by the voters in a general election. Clatsop County did not refer a taxation ordinance to the voters in 2016, but since then several retail establishments have opened in the unincorporated areas of the County. This ordinance, ballot title, explanatory statement, and Resolution to refer the matter to the voters, is based on the suggested format drafted by the Association of Oregon Counties and League of Oregon Cities for the benefit of all their members.

Fiscal Impact: It is estimated this would generate approximately \$50,000 annually in revenue if in place at this time.

Options to Consider:

1. Conduct the first reading of Ordinance 2018-04, open the public hearing, take testimony and continue the public hearing to a date certain.
2. Conduct the first reading of Ordinance 2018-04, open the public hearing, take testimony and move to table indefinitely.

Staff Recommendation: Option #1

Recommended Motion: N/A

Attachment List: Ordinance 2018-04

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

APPROVING REFERRAL TO THE ELECTORS)
OF CLATSOP COUNTY THE QUESTION OF)
IMPOSING A THREE PERCENT TAX ON THE) RESOLUTION AND ORDER
SALE OF MARIJUANA ITEMS BY A)
MARIJUANA RETAILER WITHIN THE)
UNINCORPORATED AREAS OF CLATSOP)
COUNTY)

Whereas, ORS 475B.491 provides that a county governing body may adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the unincorporated area of the county;

Whereas, the Board of Commissioners of Clatsop County adopted Ordinance 2018-04 which imposes a tax of three percent on the sale of marijuana items by a marijuana retailer in the unincorporated area of the county;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY
RESOLVES AS FOLLOWS:

1. MEASURE. A measure election is hereby called for the purpose of submitting to the electors of Clatsop County a measure imposing a three percent tax on the sale of marijuana items by a marijuana retailer in the unincorporated area of the county, a copy of ordinance 2018-04 is attached hereto as "Exhibit 1," and incorporated herein by reference.
2. BALLOT TITLE. The Request for Ballot Title/Publication of Notice (Form SEL 805) attached as Exhibit 2 and the Notice of Measure Election (SEL form 801) attached hereto as Exhibit 3 and incorporated herein are hereby approved.
3. EXPLANATORY STATEMENT. The explanatory statement for the measure, which is attached hereto as "Exhibit 4," and incorporated herein by reference, is hereby approved.
4. ELECTION CONDUCTED BY MAIL. The measure election shall be held in Clatsop County on November 6, 2018. As required by ORS 254.465, the measure election shall be conducted by mail by the County Clerk of Clatsop County, according to the procedures adopted by the Oregon Secretary of State.
5. DELEGATION. The Board of Commissioners of Clatsop County authorizes the County Manager to act on behalf of the county and to take such further action as is necessary to carry out the intent and purposes set forth herein, in compliance with the applicable provisions of law.
4. NOTICE OF BALLOT TITLE AND RIGHT TO APPEAL. Upon receiving the Request for Ballot Title/ Publication of Notice for this measure, the County Clerk shall publish in the next

available edition of a newspaper of general circulation in the County a notice of receipt of the ballot title, including notice that an elector may file a petition for review of the ballot title.

5. FILING WITH COUNTY ELECTIONS OFFICE. The Notice of Measure Election shall be delivered to the County Clerk for Clatsop County for inclusion on the ballot for the November 6, 2018 election and the Explanatory Statement shall be delivered to the County Clerk of Clatsop County for inclusion in the Voter's Pamphlet.

EFFECTIVE DATE. This resolution is effective upon adoption.

DATED this _____ day of _____ 2018

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson

Exhibit 1

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

CLATSOP COUNTY, OREGON

In the Matter of Adopting a)	
Tax on the Retail Sale of)	
Marijuana Items within)	ORDINANCE No. 2018-04
Unincorporated Clatsop)	
County)	

The People of Clatsop County, Oregon, ordain as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2018-04 and Exhibit A, attached hereto and incorporated herein by this reference shall be known as the "Clatsop County Marijuana Sales Tax Ordinance."

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to Chapter 3, Section 8 of the Clatsop County Home Rule Charter and 475B.491.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to establish a tax pursuant to ORS 475B.491 on the retail sale of marijuana items in the unincorporated area of Clatsop County.

SECTION 4. ADOPTION.

The Board of County Commissioners hereby adopts the Clatsop County Marijuana Sales Tax Ordinance as shown in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 5. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this Ordinance, including its attachments or any portion therein, to be invalid, and such holding is upheld on any appeal, such portion shall be deemed a separate, distinct and independent portion. Any such holding shall not affect the validity of the remaining portions.

SECTION 6. SCRIVENER'S ERRORS.

A scrivener's error in any portion of this ordinance or its attachments may be corrected by order of the Board of County Commissioners.

SECTION 7. REFERRAL AND EFFECTIVE DATE.

This Ordinance shall be referred to the voters of Clatsop County for approval at the Statewide General Election on November 6, 2018. If passed, this Ordinance shall become effective 30 days after passage.

Dated this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chair

By _____
Theresa Dursse, Recording Secretary

First Reading: _____
Second Reading: _____

EXHIBIT A

CLATSOP COUNTY MARIJUANA SALES TAX ORDINANCE

SECTION 1. PURPOSE.

This Ordinance imposes a tax on the sale of marijuana items as authorized by ORS 475B.491.

SECTION 2. DEFINITIONS.

- A. For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall be deemed to include this Ordinance and all amendments hereafter.
- B. Unless otherwise specified herein, the words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 475B, as amended.
- C. Other definitions include:
 - 1. "Business Day" means Monday through Friday but excludes any day that the Courthouse is closed to the public.
 - 2. "Department" means the Clatsop County Assessment and Taxation Department.
 - 3. "Director" means the Director of the Clatsop County Assessment and Taxation Department.
 - 4. "Marijuana Retailer," in addition to its definition in ORS Chapter 475B, includes owners, officers, employees and members of the marijuana retailer.
 - 5. "Tax" means the tax imposed by this Ordinance, unless described otherwise.

SECTION 3. TAX IMPOSED.

- A. A tax is hereby imposed upon the retail sale of marijuana items, as that term is defined by ORS 475B.015, as amended, in the unincorporated areas of Clatsop County. The tax shall be at a rate of three percent (3%) of the retail sales price of:
 - 1. Marijuana leaves;
 - 2. Marijuana flowers;
 - 3. Immature marijuana plants; and
 - 4. Any cannabinoid product, including but not limited to: edibles, concentrates, extracts, and cannabinoid products intended to be applied to the skin or hair.
- B. The tax is a direct tax on the consumer, which shall be collected at the point of sale. The marijuana retailer shall collect the tax from the consumer when the retail sale of the marijuana item occurs.
- C. If the tax imposed under this section does not equal an amount calculable to a whole cent, the tax shall be equal to the next higher whole cent.

- D. The amount of the tax shall be separately stated from the sales price and any other tax on an invoice, receipt or other similar document that the marijuana retailer provides to the consumer or shall be otherwise disclosed to the consumer.

SECTION 4. COLLECTION OF TAX AND PAYMENT TO COUNTY.

- A. Registration Required.
1. A marijuana retailer that sells marijuana items shall register with the County as a marijuana tax collector. The marijuana retailer shall register by submitting a completed Clatsop County Marijuana Tax Registration Form on or before the date that the Oregon Marijuana Tax Registration Form is due to the State of Oregon or within 30 days of the issuance of a final occupancy permit, whichever is sooner.
 2. Transfer of the marijuana retailer's license to another marijuana retailer shall require a new registration.
- B. Collection of Tax. A marijuana retailer that sells marijuana items shall collect the tax from the consumer at the point of sale and shall remit payment to the County as provided herein. The tax is considered a tax upon the marijuana retailer that is required to collect the tax, and the marijuana retailer is considered a taxpayer.
- C. Payment to County. The marijuana retailer shall pay the tax to the County, as follows:
1. The marijuana retailer shall submit a quarterly tax return to the Department on or before the last business day of January, April, July, and October of each year for the previous calendar quarter, regardless of whether any taxes are owed.
 2. The tax imposed by this Ordinance shall be remitted with the quarterly return in the amount indicated on the form.
 3. The return shall be on the form prescribed by the Department.
 4. A copy of the corresponding State of Oregon quarterly tax return and monthly voucher shall accompany each County tax return.
 5. All tax payments shall be delivered to the Clatsop County Department of Assessment and Taxation, 820 Exchange Street, Suite 210 Astoria, Oregon 97103.
 6. Tax remittance in cash shall be arranged by appointment at least two business days in advance.
 7. Overpayments will be applied to tax due in the subsequent quarter as an overpayment carried forward.
 8. If a taxpayer account has any prior quarter unpaid tax, interest and/or penalties, tax remittances received are applied in the following order:
 - a. Oldest prior quarter unpaid tax until all prior period unpaid tax is paid.
 - b. Oldest interest charge until all interest due is paid.
 - c. Oldest penalties until all assessed penalties have been paid.
 - d. Current quarter tax liability.
 9. Quarterly tax returns may be amended, as follows:

- a. Amended County returns shall be submitted using the form established by the Department;
 - b. A copy of the corresponding amended state quarterly tax return shall be submitted with the amended county return;
 - c. Tax due with an amended return is subject to interest as described in Section 6, below, and shall be paid at the time the amended return is submitted; and
 - d. Overpayments of tax from an amended tax return shall be treated as described in Paragraph 7, above.
- D. Compensation to Retailer. The marijuana retailer may retain 2% of the tax collected to defray the administrative cost of collecting the tax, remitting it in a timely manner, and maintaining tax records.
- E. Closure of Business. The marijuana retailer shall immediately notify the County of the closure of its business and shall submit documentation of the closure along with a final quarterly return and any taxes collected.

SECTION 5. ENFORCEMENT.

- A. Every person who collects the tax shall hold the tax collected in trust for Clatsop County and for the payment thereof to the Department in the manner and at the time provided in this Ordinance.
- B. At any time a marijuana retailer fails to collect taxes imposed by this Ordinance or remit any amount collected, the County may enforce collection, as follows:
1. Issuance of Notice of Liability. The County may issue a notice of liability to a marijuana retailer that fails to remit payment in full by the date payment is due under this Ordinance.
 - a. The notice may be served on any owner, officer, employee, or member of the marijuana retailer within three (3) years from the payment due date.
 - b. Notice may be served personally or by first class mail to the address under which the retailer is registered by the Oregon Liquor Control Commission. If mailed, notice is considered served on the date mailed.
 - c. Within 30 days from the date of service of the notice of liability, the marijuana retailer shall pay the tax due plus penalties and interest or appeal the notice of liability.
 2. Appeal of Notice of Liability. A marijuana retailer that objects to the liability may appeal a notice of liability in the following manner:
 - a. The marijuana retailer shall submit a written notice of appeal, which must be received by the Department not later than 30 days following the date of service of the notice of liability;

and
 - b. The notice of appeal shall include the following information:
 - i. Name and address of the person submitting the appeal;
 - ii. Basis for the appeal;

- iii. Whether the marijuana retailer has appealed its State of Oregon marijuana sales tax to the Oregon Department of Revenue or to the Oregon Tax Court; and
 - iv. Any evidence in support of the appeal.
 - c. The notice of appeal shall be accompanied by the full amount of taxes plus penalties and interest identified in the Notice of Liability. If the marijuana retailer prevails on appeal, the County will return all funds submitted with the written objection.
 - d. If the marijuana retailer has appealed its state marijuana tax with the Oregon Department of Revenue or the Oregon Tax Court, the appeal of the County's marijuana sales tax will be automatically stayed until final disposition of the state appeal.
- 3. Hearing on Appeal. The Board of County Commissioners will hold a hearing to consider the appeal. Notice of the hearing will be sent to the appellant at least two (2) weeks prior to the hearing. Following the hearing, the Board will decide whether to grant or deny the appeal. The Board's decision is not final until it is put in writing and mailed to the appellant. Review of the Board's decision shall be as provided in ORS 34.010 through 34.100 in the Circuit Court of the State of Oregon for Clatsop County, located in Astoria, Oregon.
- 4. Failure to Pay.
 - a. If the County does not receive payment or a written notice of appeal within 30 days of service of the notice of liability, the notice of liability becomes final.
 - b. Failure to pay before the notice of liability becomes final is a violation of this Ordinance and subject penalties and interest as provided herein. In addition, this Ordinance is enforceable as provided by, and violators hereof are subject to, the Clatsop County Enforcement Ordinance. The fine for a violation of this Ordinance shall be \$5,000.
 - c. Each day the tax is not paid shall constitute a separate violation.
 - d. The County is authorized to collect the taxes owed by any administrative or judicial action or proceeding authorized by law.
 - e. The Clatsop County Director of Assessment and Taxation and Code Enforcement Officer shall have authority to issue citations under this Ordinance, in addition to any other person granted authority under the Clatsop County Enforcement Ordinance.
- 5. More than one owner, officer or employee of a corporation may be held jointly and severally liable for payment of taxes.

SECTION 6. INTEREST.

Late payments of tax, including incomplete payments, are subject to interest at a rate of one percent (1%) per month (daily interest rate 0.0003288 calculated on a 365 day basis). Interest begins accruing on the quarterly unpaid balance starting from the first day it is overdue.

SECTION 7. RECORDS KEPT AND AVAILABLE FOR INSPECTION.

- A. A marijuana retailer shall keep receipts, invoices and other pertinent records related to retail sales of marijuana items in the form required by the State of Oregon Department of Revenue and this Ordinance and for the period of time required by ORS 475B.720.
- B. The Department or its authorized representative, upon oral or written demand, may make examinations of the books, papers, records and equipment of persons making retail sales of marijuana items and any other investigations as the Department deems necessary to carry out the provisions of this Ordinance.

SECTION 8. USE OF FUNDS.

All tax moneys received by the Department shall be deposited in the unrestricted General Fund. The County shall pay expenses for the administration and enforcement of this Ordinance out of moneys received from the tax. After the payment of administrative and enforcement expenses and refunds or credits arising from erroneous overpayments, the balance of the moneys generated from the local recreational marijuana tax will be an unrestricted revenue source to the County general fund.

SECTION 9. AMENDMENTS.

Unless referred to the voters, amendments to the ordinance may be made by the Board of Commissioners for Clatsop County.

Request for Ballot Title Preparation or Publication of Notice

Exhibit 2

SEL 805

rev 01/18
OAR 165-014-0005

No later than the **80th day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
Election Date November 6, 2018	Authorized Official Cameron Moore
Contact Phone 503-325-1000	Email Address
Referral Information	
Title, Number or other Identifier	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
Caption 10 words which reasonably identifies the subject of the measure. Imposes county tax on the retail sale of marijuana items	
Question 20 words which plainly phrases the chief purpose of the measure. Shall Clatsop County impose a three percent (3%) tax on the retail sale of marijuana items in unincorporated Clatsop County?	
Summary 175 words which concisely and impartially summarizes the measure and its major effect. Under state law, a county governing body may adopt an ordinance to be referred to the voters imposing up to a three percent tax or fee on the retail sale of marijuana items in unincorporated areas of the county by a state licensed marijuana retailer. If this measure is adopted, it would approve Clatsop County Ordinance No. 2018-04, which imposes a three percent (3%) tax on the retail sale of marijuana items in the unincorporated area of the county by a state licensed marijuana retailer. The marijuana retailer will collect the tax at the point of sale and remit the tax collected to the County. The ordinance also provides for the collection, administration, and enforcement of the tax. If the measure is adopted, the ordinance will be effective 30 days after passage.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature

Date Signed

Notice of Measure Election

Exhibit 3

SEL 801

rev 01/18: ORS 250.035, 250.041,
250.175, 254.103, 254.465

County

Notice

Date of Notice

Name of County or Counties

Date of Election

Clatsop

November 6, 2018

Final Ballot Title The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Imposes county tax on the retail sale of marijuana items

Question 20 words which plainly phrases the chief purpose of the measure.

Shall Clatsop County impose a three percent (3%) tax on the retail sale of marijuana items in unincorporated Clatsop County?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

Under state law, a county governing body may adopt an ordinance to be referred to the voters imposing up to a three percent tax or fee on the retail sale of marijuana items in unincorporated areas of the county by a state licensed marijuana retailer.

If this measure is adopted, it would approve Clatsop County Ordinance No. 2018-04, which imposes a three percent (3%) tax on the retail sale of marijuana items in the unincorporated area of the county by a state licensed marijuana retailer. The marijuana retailer will collect the tax at the point of sale and remit the tax collected to the County. The ordinance also provides for the collection, administration, and enforcement of the tax. If the measure is adopted, the ordinance will be effective 30 days after passage.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

→ any measure referred by the county governing body; or

→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? Yes No

Authorized County Official Not required to be notarized.

Name

Title

Cameron Moore

County Manager

Mailing Address

Contact Phone

800 Exchange St. Suite 410, Astoria, Oregon 97103

503-325-1000

By signing this document:

→ I hereby state that I am authorized by the county to submit this Notice of Measure Election; and

→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed

Exhibit 4

EXPLANATORY STATEMENT

An impartial, simple and understandable statement explaining the measure and its effect for use
in the county voters' pamphlet

500 word limit under ORS 251.345 and OAR 165-022-0040(3)

Approval of this measure would impose a three percent tax on the sale of marijuana items by a marijuana retailer within the unincorporated area of Clatsop County. If approved, the revenues from this tax are estimated to be \$50,000. There are no restrictions on how the county may use the revenues generated by this tax.

Under Measure 91, adopted by Oregon voters in November 2014, codified in ORS chapter 475B and amended by the Legislature in 2015 and 2016, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. ORS 475B.491 provides that a county governing body may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items (which include marijuana concentrates, extracts, edibles, and other products intended for human consumption and use) by retail licensees in the unincorporated areas of the county, but the ordinance must be referred to the county voters at a statewide general election. The Board of Commissioners for Clatsop County has adopted an ordinance imposing a three percent tax on the sale of marijuana items by a retail licensee in the unincorporated areas of the county, and, as a result, has referred this measure to the county voters.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Accept high bids from March 27, 2018 auction and authorize Chair to sign deeds

Category: Business Agenda

Prepared By: Sirpa Duoos

Presented By: Sirpa Duoos, Property Management Specialist

Issue before the Commission: Accept high bids from Sheriff's Sale held on March 27, 2018 and authorize the Chair to sign the deeds.

Informational Summary: Pursuant to Resolution and Order #2018030013 authorizing the Sheriff's Sale, staff offered eleven parcels of tax foreclosed properties for sale at a public auction held on March 27, 2018 at 10:00 a.m. Of the eleven parcels offered for sale, seven parcels received bids meeting or exceeding the minimum bids set forth in the Resolution and Order. A total of \$276,700 was collected on the day of the auction.

Parcel #	Assessor's Acct. #	Min. Bid	High Bid	Successful Bidder
18-01	61022BA00800	100,000	120,000	John Harper
18-03	80815-1500, 1600	3,000	3,000	Svensen Island Holdings LLC
18-04	80815-1700, 1800	4,000	4,000	Paul R and Cheryl D Larson
18-05	808190000104	500	900	David M Beugli
18-07	80918BB00500	75,000	90,000	John Harper
18-08	80909CA12900	40,000	55000	James J Neikes
18-09	80930BB01400	2,500	3,800	Astoria Towing Inc.
	TOTALS	225,000	276,700	

Three of the seven successful bidders also happen to be adjoining property owners. The four unsold parcels will be offered for sale by sealed bid process at a later date.

Fiscal Impact: The cost of the sale will be deducted from the proceeds of the sale in accordance with state statutes. The balance of the tax foreclosed land sale will be distributed to the taxing districts as described in ORS 275.275. These seven parcels will be returned to the tax roll.

Options to Consider:

1. Accept the high bids for Parcels 18-01, 18-03, 18-04, 18-05, 18-07, 18-08 and 18-09.
2. Reject the high bids; however County's Property management Policy #4 requires surplus properties to be offered for sale at public auction in a fair and equitable manner.
3. Take no action

Staff Recommendation: Option #1

Recommended Motion: *"I move to adopt the Resolution and Order accepting the high bids and authorize the Chair to sign the deeds."*

Attachment List:

- A. Resolution and Order
- B. Deeds

1 IN THE BOARD OF COUNTY COMMISSIONERS
 2 FOR CLATSOP COUNTY, OREGON
 3

4 IN THE MATTER OF SALE OF)
 5 CERTAIN COUNTY LAND ACQUIRED) RESOLUTION AND ORDER
 6 BY CLATSOP COUNTY BY TAX)
 7 FORECLOSURE PURSUANT TO)
 8 ORS 275.110)

9
 10 WHEREAS, pursuant to ORS 275.110 and Resolution and Order dated February 28,
 11 2018, Clatsop County sold at public auction on March 27, 2018 to the highest bidder, certain real
 12 property acquired by Clatsop County through tax foreclosure; and
 13

14 WHEREAS, of the eleven parcels offered for sale, seven sold for cash;
 15

16 NOW THEREFORE, IT IS HEREBY RESOLVED, that pursuant to ORS 275.040,
 17 Clatsop County authorizes sale and shall convey all the interest the County may have in the
 18 parcels sold at auction to the highest bidders as described below:
 19

Parcel #	Assessor's Acct. #	Min. Bid	High Bid	Successful Bidder
18-01	61022BA00800	100,000	120,000	John Harper
18-03	80815-1500, 1600	3,000	3,000	Svensen Island Holdings LLC
18-04	80815-1700, 1800	4,000	4,000	Paul R & Cheryl D Larson
18-05	80819-104	500	900	David M Beugli
18-07	80918BB-500	75,000	90,000	John Harper
18-08	80909CA12900	40,000	55,000	James J Neikes
18-09	80930BB-1400	2,500	3,800	Astoria Towing Inc.

28
 29 DATED this _____ day of April 2018
 30

31 BOARD OF COUNTY COMMISSIONERS
 32 FOR CLATSOP COUNTY, OREGON
 33

34 _____
 35 Scott Lee, Chair

AFTER RECORDING RETURN TO GRANTOR:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:
John Harper
327 W. Marine Dr.
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **John Harper**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 61022BA00800
ACCT. ID No. 13041
SITUS ADDRESS: 48 North Wahanna Road in Seaside, Oregon

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **ONE HUNDRED TWENTY THOUSAND (\$120,000) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

John Harper
327 West Marine Drive
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

EXHIBIT "A"

18-01 ASSESSOR'S ACCOUNT #61022BA00800

LEGAL DESCRIPTION: A portion of the Northwest quarter of Section 22, Township 6 North, Range 10 West, Willamette Meridian, in Clatsop County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch rebar with a yellow plastic cap marked "HOVDEN LS 954" on the North line of the South one-half of the Eberman Tract conveyed to R. L. Eberman, et al, in Partition Deed recorded in Book 125, Pages 27 and 28, Clatsop County Deed Records, said rebar being South 46° 45' 57" West, a distance of 1197.75 feet from the North one-quarter corner of said Section 22;

Thence South 04° 02' 28" East, a distance of 73.19 feet to a 5/8 inch rebar with yellow plastic cap marked "D. Barrett L.S. 1979";

Thence North 90° 00' 00" East, a distance of 150.15 feet to a 5/8 inch rebar with yellow plastic cap marked "D. Barrett L.S. 1979" on the Westerly right of way of County road No. 189, a road 30 feet wide;

Thence North 4° 02' 28" West along the said right of way, a distance of 75.48 feet to the North line of said Eberman Tract;

Thence South 89° 06' 21" West a distance of 150.00 feet along the North line of said Eberman Tract to the point of beginning.

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:

Svensen Island Holdings LLC
1061 NE 9th Street, #0105
Portland, OR 97232

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Svensen Island Holdings LLC** Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 80815-1500 and 80815-1600

ACCT. ID No. 58488 and 58489

SITUS ADDRESS: Vacant land off of Svensen Slough

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **THREE THOUSAND (\$3,000) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Svensen Island Holdings LLC
1061 NE 9th Street, #0105
Portland, OR 97232

APPROVED AS TO FORM:



COUNTY COUNSEL

EXHIBIT "A"

18-03 ASSESSOR'S ACCOUNT #808150001500, 1600

LEGAL DESCRIPTION: Beginning at a point on the South bank of Svensen Slough at the high tide line in the Northeast quarter of the Southeast quarter of Section 15, on the line between Sections 14 and 15, approximately 1,570 feet North of the corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in Clatsop County, State of Oregon;

Thence South 42° 45' West 178 feet along the high tide line on the South bank of Svensen Slough;

Thence South 48° 36' West 180 feet along said high tide line;

Thence South 42° 22' West 131.5 feet along said high tide line;

Thence South 46° 30' East 6 feet along said high tide line;

Thence North 81° 08' East a distance of 347.1 feet;

Thence North 0° 30' West to the point of beginning.

ALSO including the following parcel: Beginning at a point on the South bank of Svensen Slough, at high tide line, in the Northeast quarter of the Southeast quarter of Section 15, at the low line between Sections 14 and 15, 1570 feet North of quarter corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in the County of Clatsop, State of Oregon;

Thence South 42° 45' West 178.0 feet along high tide line on the South bank of Svensen Slough;

Thence South 48° 36' West 180.0 feet along high tide line on the South bank of Svensen Slough;

Thence South 42° 22' West 131.5 feet along high tide line on South bank of Svensen Slough;

Thence South 46° 30' East 6.0 feet along high tide line on the South bank of the Svensen Slough;

Thence North 81° 08' East 347.1 feet along high tide line on South bank of the Svensen Slough;

Thence South 0° 30' East 95.0 feet to low tide line;

Thence South 78° 42' West 194.0 feet along low tide line;

Thence North 82° 5' West 82.4 feet along low tide line;

Thence South 89° 47' West 201.1 feet along low tide line;

Thence North 51° 39' East 209.8 feet along low tide line on the South bank of the Svensen Slough;

Thence North 44° 42' East 290.1 feet along low tide line on the South bank of the Svensen Slough; Thence North 36° 47' East 201.1 feet along low tide line on the South bank of the Svensen Slough;

Thence South 0° 30' East 50.0 feet to high tide line and the point of beginning.

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:

Paul R. and Cheryl D. Larson
92967 Pearson Road
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Paul R. Larson and Cheryl D. Larson, Husband and Wife**, Grantees, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 80815-1700 and 80815-1800
ACCT. ID No. 58490 and 58491
SITUS ADDRESS: Vacant land off of Svensen Slough

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **FOUR THOUSAND (\$4,000) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Paul and Cheryl Larson
92967 Pearson Rd.
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

EXHIBIT "A"

18-04 ASSESSOR'S ACCOUNT #80815-1700 and 80815-1800

LEGAL DESCRIPTION: A tract of land in the Southeast quarter of the Southeast quarter of Section 15, on the South side of the Svensen Slough, corner No 1 is at high tide line on the South side of the Svensen Slough on line between Sections 14 and 15, 1049.5 feet North of the corner to Sections 14, 15 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in County of Clatsop, State of Oregon;

Thence South 80° 24' West 69.4 feet along high tide line on the South bank of the Svensen Slough;

Thence South 70° 44' West 148.4 feet along high tide line on the South bank of the Svensen Slough;

Thence South 66° 45' West 218.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 64° 34' West 130.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 64° 16' West 50.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 57° 32' West 373.4 feet to low tide line on South bank of the Svensen slough;

Thence South 56° 33' West 439.2 feet along low tide line on the South bank of the Svensen Slough;

Thence South 70° 30' West 35.0 feet along low tide line on the South bank of the Svensen Slough;

Thence North 55° 47' East 483.6 feet along low tide line on the South bank of the Svensen Slough;

Thence North 44° along low tide line on the South bank of Svensen Slough;

Thence North 61° West 74.5 feet along low tide line on the South bank of the Svensen Slough;

Thence North 30° 46' East 129.7 feet along low tide line on the South bank of the Svensen Slough;

Thence North 55° 14' East 172.0 feet along low tide line on the South bank of the Svensen Slough;

Thence North 68° 39' East 158.4 feet along low tide line on the South bank of the Svensen Slough;

Thence North 75° 32' East 168.7 feet along low tide line on the South bank of the Svensen Slough;

Thence North 87° 04' East 201.1 feet along low tide line on the South bank of the Svensen Slough;

Thence North 71° 12' East 131.2 feet along low tide line on the South bank of the Svensen Slough;

Thence North 72° 33' East 84.3 feet along low tide line on the South bank of the Svensen Slough;

Thence South 0° 30' East 32.0 feet, more or less, to high tide line and the point of beginning.

EXCEPTING THEREFROM any portion lying within the Railroad Right of Way.

ALSO including the following parcel: A tract of land in the Southeast quarter of the Southeast quarter of Section 15, on the South side of Svensen Slough, described as beginning at a point on the high tide line on the South side of Svensen Slough on the line between Sections 14 and 15, approximately 1,049.5 feet North of the corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, County of Clatsop, State of Oregon;

Thence South 80° 24' West 69.4 feet along the high tide line on the South bank of Svensen Slough;

Thence South 70° 44' West 148.4 feet along said high tide line;

Thence South 66° 45' West 218.6 feet along said high tide line;

Thence South 64° 34' East 130.6 feet along said high tide line;

Thence South 64° 16' West a distance of 50.6 feet along said high tide line

Thence South 57° 32' West 373.4 feet along said high tide line:

Thence South 56° 33' West 439.2 feet to the intersection of the North line of the Railroad Right of Way;

Thence Northeasterly along said right of way to the intersection with the East line of Section 15;

Thence North along said East line, to the point of beginning.

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:

David Michael Beugli
401 West Lexington Ave.
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **David Michael Beugli**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 808190000104

ACCT. ID No. 20102

SITUS ADDRESS: Vacant land off of Hwy 30, east of Astoria

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **NINE HUNDRED (\$900) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

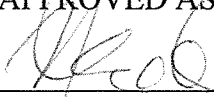
This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

David Michael Beugli
401 West Lexington Ave.
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

EXHIBIT "A"

18-05 ASSESSOR'S ACCOUNT #808190000104

LEGAL DESCRIPTION: All that part of the Northeast quarter of the Northeast quarter of Section 19 and all that part of Lot 1 of Section 18, Township 8 North, Range 8 West, Willamette Meridian, situated and lying North of the Columbia Highway (U.S. No. 30) in Clatsop County, Oregon, and also being a portion of those tidelands and premises conveyed by the State of Oregon, to Ed M. Zahl, by Deed recorded in Book 25, Page 122, Deed Records of Clatsop County, Oregon.

EXCEPTING THEREFROM: Any portion lying within the Burlington Northern Railroad Right of Way.

ALSO EXCEPTING THEREFROM: Beginning at the intersection of Northerly right of way line of the Columbia River Highway with the East line of the West half of the Northeast quarter of the Northeast quarter of Section 19, Township 8 North, Range 8 West, Willamette Meridian;

Thence North along the East line of said West half of the Northeast quarter of the Northeast quarter and its extension to the low water line of Columbia River;

Thence Easterly along said low water line to the East line of Section 18, Township 8 North, Range 8 West, Willamette Meridian;

Thence South along said East line of Section 18 and Section 19 to Northerly right of way line of said Columbia River highway;

Thence Westerly along said right of way line 660 feet, more or less to the point of beginning.

AFTER RECORDING RETURN TO GRANTOR:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:
James J Neikes
34755 Hwy 101 Business
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **James J. Neikes**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: That portion of Lot 1, in Block 2, in the Town, now City of Astoria, as laid out and recorded by J. M. Shively and established by the Circuit Court of the State of Oregon for said County of Clatsop, as is described as follows, To-wit: Beginning at the northwest corner of said Lot 1, Thence Southerly along the west side of said Lot 115 feet; Thence Easterly at right angles to said West side 50 feet; Thence Northerly 115 feet to the Northeast corner of said Lot; Thence Westerly 50 feet to the place of beginning.

ASSESSOR'S ACCT. NO. 80909CA12900
ACCT. ID No. 23660
SITUS ADDRESS: 611 – 31st Street in Astoria, OR

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **FIFTY-FIVE THOUSAND (\$55,000) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

James J Neikes
34755 Hwy 101 Business
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:

John Harper
327 W. Marine Dr.
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **John Harper**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Lot 2, Block 24, Taylor's Astoria, as platted and the plat thereof recorded by Peninsular Land company and Hammond Lumber Company, in the City of Astoria, County of Clatsop, State of Oregon.

ASSESSOR'S ACCT. NO. 80918BB00500

ACCT. ID No. 26383

SITUS ADDRESS: 419 Floral Avenue in Astoria, Oregon

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **NINETY THOUSAND (\$90,000) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

John Harper
327 West Marine Drive
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:

Astoria Towing Inc.
34747 Hwy 101 Business
Astoria, OR 97103

QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Astoria Towing, Inc.**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Lots 1, 2, 3 and 4, Block 33, Astoria Marine Iron Works Addition, according to the official recorded plat thereof, in Clatsop County, State of Oregon, TOGETHER with that portion of Vacated "B" Street, which inures thereto by operation of law, as disclosed by Resolution and Order recorded in Book 645, Page 780, Clatsop County Deed Records.

ASSESSOR'S ACCT. NO. 80930BB01400

ACCT. ID No. 27918 & 56974

SITUS ADDRESS: Vacant land behind 34541 Hwy 101 Business in Astoria

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **THREE THOUSAND EIGHT HUNDRED (\$3,800) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of April 2018.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ___ day of April 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Astoria Towing Inc.
34747 Hwy 101 Business
Astoria, OR 97103

APPROVED AS TO FORM:



COUNTY COUNSEL

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Adopt Proposed Fee Schedule to be implemented April 12, 2018

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Allow the opportunity for public comment pursuant to ORS 294.160 and following any public comment adopt the proposed County-wide Fee Schedule to become effective on April 12, 2018.

Informational Summary: As a result of Ordinance #18-01 it is necessary to make an adjustment to the existing fee schedule to collect the fee for the Short Term Rental Application. The total cost of the fee is \$450 and will be distributed among the four departments involved in processing the permit but will be collected by the Assessment and Tax office (A&T \$50; Building Codes \$250; Environmental Health \$100; Planning \$50).

The A&T office is also proposing an Enterprise Zone Application fee in the amount of \$75. This fee would be charged to cover the cost associated with the requirements of ORS 285C.130.

Additionally, there are two proposed fee increases to existing fees in the Community Development department for the Rural Addressing fees: "New or changed address issued or changed at request of property owner" as well as the "New or changed road name issued or changed at request of property owner"; the increase of \$30 to each is to account for the application processing completed by the Planning Department who is responsible for the administrative work completed on these applications.

Pursuant to ORS 294.160 it is necessary that the Board hold a public hearing to consider testimony from any and all persons who may wish to comment on the proposed fee schedule for Clatsop County. Following the public hearing and after consideration of testimony county staff requests that the Board adopt the proposed fee schedule with an implementation date of April 12, 2018.

Fiscal Impact: The overall fiscal impact would be zero unless the fees were not implemented; in that situation it would have a negative impact on the cost of providing these services.

Options to Consider:

1. Allow the opportunity for public comment and adopt the proposed fee schedule as presented.
2. Allow the opportunity for public comment and adopt the proposed fee schedule with Board revisions.
3. Allow the opportunity for public comment and maintain the existing fee schedule as it currently is.

Staff Recommendation: Option #1

Recommended Motion: *“The Board allows the opportunity for public comment and after considering all comments adopt the proposed fee schedule to be implemented effective April 12, 2018 as presented.”*

Attachment List: Exhibit A – Proposed Fee Schedule

C. ASSESSOR FEES

Assessor Maps

Public Agency or representative of public agency: Half Price

Assessor Plats

1-2 per order	\$10
Extra Units	\$5

Reproduction of Material

Sales Print Out: Annual (1 per month)	\$250
Tax Receipts (minimum)	50 cents
Second Page	\$1

Data Export Queries	\$35 per hour
Network Equipment Usage	\$25 per hour
Assessment and Tax Roll and Clerk Records	Cost Recovery
Single Remote Access Fee for A&T/C&E applications	\$300 per month
Lookup Access Only	minimum \$5/month and \$.30 per additional lookup

Fees Set by Law

Warrant Fees	\$20 or cost, whichever is more
Redemption Fees	\$15 or cost, whichever is more
Lien Search Fee – year 1	Set by Statute
Lien Search Fee – subsequent years	Actual cost
Foreclosure Penalty5 percent of total judgment taxes
Garnishee Research Fee	Set by Statute

Research Fee per Document, plus 25 cents per copy	\$3.75
Research Fee per Quarter Hour	\$15
Consolidations (Cancel and Combine)	\$35
Proration of Value request (Deeds)	\$35
Subdivisions/Partitions/Condos	\$75
Room Tax Determination Fee	\$50
Short Term Rental Application Fee	\$450
<u>Enterprise Zone Application Fee</u>	<u>\$75</u>
Appraisal Jacket Retrieval	\$2

Farm/Forest

Deferral Reapplication Fee	\$1/\$1000 RMV-Min Fee \$10/Max Fee \$250
Application Fee	\$1/\$1000 RMV-Min Fee \$10/Max Fee \$250
Small Tract Late Filing Fee	Set By Statute
Disqualification Fee	\$150
Calculation of Est. Deferred Taxes	\$150
Annual Non EFU Home site Application Fee	\$75

Conservation Easement Application Fee Set By Statute

Exemptions

Application Fee for Special Org \$50

Late Filing Fee Set By Statute

Veteran Late Filing Fee..... Set By Statute Leased Property Application Fee..... \$50

Open Space Application \$250

Open Space Disqualification \$250

Manufactured Structures

Transfer FeeSet By Statute

Exemption Fee \$50

Trip Permit Set By Statute

Unexemption Fee \$50

Research FeeHourly/Staff Rates

F. COMMUNITY DEVELOPMENT

Pursuant to ORS 215.416(10), the following fees represent the average cost of processing each permit application. If the actual cost of processing a permit processed as a Type IIa, Type III, or Type IV procedure or an appeal of a Type IIa or Type III decision exceeds the amount of the fee by more than 20% because of the detailed nature of the proposal or the number of hearings that are required, the applicant shall be responsible for paying the full amount of the actual cost.

Appeals

Director to Planning Commission/Hearings Officer –refunded if appellant prevails	\$250
Hearings Officer/Planning Commission Decision to Board of Commissioners	\$3169

Permits and Reviews

Agency Sign-Off (Compatibility) - don't require development of findings	\$57
Agency Sign-Off (Compatibility) - requiring development of findings	\$214
Beach Front Protection 1 – 5 lots.....	\$832
Beach Front Protection 6+ lots.....	\$887
Commercial Site Plan Review.....	\$205
Comprehensive Plan or Zoning Ordinance Map Amendment	\$3717.81
Comprehensive Plan or Zoning Ordinance Text Amendment.....	\$4140
Conditional Use (CUP) - Type IIa, Type III.....	\$919
Conditional Use (CUP) - Type II	\$658
Development Permit - New or Expanded	\$84
Extensions - Partitions.....	\$94
Extensions - Subdivisions.....	\$97
Extensions - All others.....	Actual Cost at Per Hour Rate
Floodplain and Other Review Type I	\$111
Floodplain and Other Review Type II	\$441
Geologic Hazard Review.....	\$441
Goal 5 Economic, Environmental, Social and Energy Consequences Review	\$4140
Goal Exception.....	\$4140
Lot of Record	\$163
Other Hearings, Non-Conforming Use, Etc.	\$1300
Arch Cape Short-Term Rental Permit.....	\$111
Partitions	\$441
Pre-App conference	\$248
Property Line Adjustment	\$163
Resource Zone Dwellings (F-80, AF, and EFU).....	\$901
Review Use Minor	\$658
Review Use Major	\$864
Sign Permit	\$59
Similar Use Authorization.....	\$2576
Site Visit.....	\$139

Subdivision – 4-6 lots	\$1569
Planned Development & Destination Resort (requires zone change fee) Subdivision - seven (7) or more lots.....	\$3989
Temporary Use - Original	\$159
Temporary Use - Renewal	\$50
Third Party Review of Technical Reports	Actual Cost at Per Hour Rate
Variance.....	\$1661
Violation	Double Application Fee

Rural Addressing

New or changed address issued or changed at request of property owner.....	\$224
New or changed road name issued or changed at request of property owner.....	\$264
Replacement address stakes.....	\$59

Other

Copies (paper)	\$0.25/page
CD Copies of Ordinances, Standards Document, Goals, or Policies.....	\$5
Public Works Grading & Drainage Review	
1st 30 minutes	\$59
Additional time	\$100/hour

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)
ESTABLISHING FEES FOR CLATSOP)
COUNTY.)

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on April 11, 2018;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective April 12, 2018.

Adopted this 11th Day of April 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

April 11, 2018

Issue/Agenda Title: Sale of County Owned Property to Seed Homelessness Fund

Category: Business Agenda

Prepared By: Cameron Moore, County Manager

Presented By: Cameron Moore, County Manager

Issue before the Commission: Approving the sale of county owned property in Warrenton and using the proceeds to seed a county controlled fund to assist in addressing homelessness in Clatsop County.

Informational Summary: Clatsop County owns a 14.46 acre parcel of property located off of Ridge Road in Hammond which was acquired in 1926 via tax foreclosure. The surrounding area has experienced significant residential develop over the past 10 years which has made this parcel desirable and valuable. County Management estimates that this property could sell at auction for between \$500,000 and \$1,000,000, which funds would be distributed to the taxing districts.

Clatsop County is also experiencing a significant amount of homelessness and there are many people working on solutions that will get those that are currently homeless off the street (short term) and keep them off the street (long term). Currently financial resources are lacking to address either short or long term strategies to reduce homelessness. Clatsop County has an obligation to support and assist in addressing community needs such as homelessness with whatever resources we can make available.

I propose that the Board of Clatsop County Commissioners sell at auction the 14.46 parcel of property referenced above and use the County general fund, Rural Law District, and Roads District 1's portion of the tax proceeds to establish a Homeless Prevention Fund that the County would use to provide financial support to efforts to reduce homelessness.

For example Helping Hands has recently acquired the old Uniontown building in Astoria and is converting it into a well-regulated homeless facility that will get 50 to 75 people off the street and on the path to self-sufficiency. They estimate their costs to renovate this facility at \$350,000 and have approached the county to inquire about financial support.

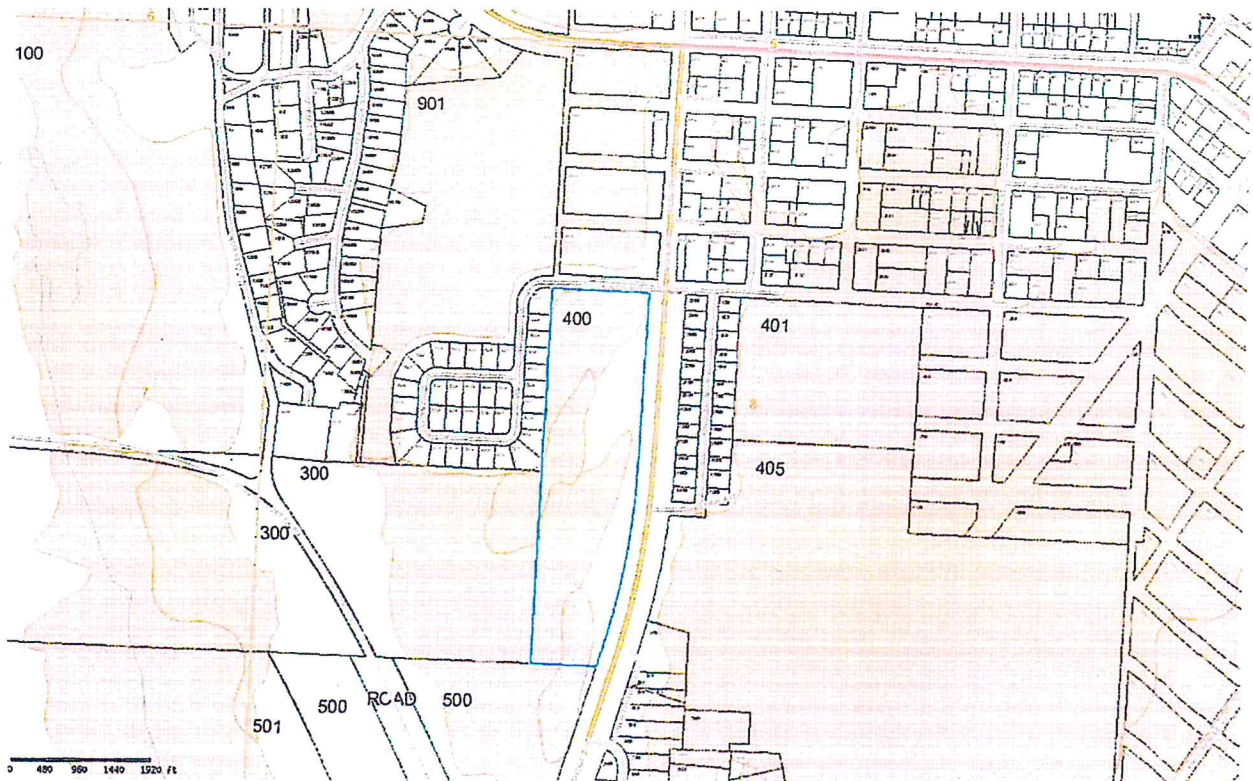
Fiscal Impact: Neutral as any income from the sale of this property would be spent in support of activities to reduce homelessness

Options to Consider:

1. Approve the sale of the property and direct the County general fund, Rural Law District and Road District 1's share of the proceeds to be placed in a Homelessness Fund to provide financial support to community efforts to reduce homelessness.
2. Approve the sale of the property but direct the proceeds to another fund.
3. Table the issue for future consideration.

Staff Recommendation: Option #1

Recommended Motion: *"I move that the 14.46 acre parcel be offered for sale at a public auction and that the proceeds received by the County general fund, Rural Law District and Road District 1 be used to establish a Homeless Fund to be used to support community efforts to reduce homelessness."*



2016 National Wetlands Inventory Map