

[SANDY LOGO]

PUBLIC IMPROVEMENT CONTRACT
between
CITY OF SANDY, OREGON
and
Pacific Northwest Environmental, LLC

Contract No. ITB003

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is made by and between the City of Sandy, a municipal corporation of the State of Oregon ("City"), and Pacific Northwest Environmental, LLC ("Contractor") to provide construction services on the following Asbestos Removal of the Olin Bignall Aquatic Center and Old Middle School ("Project"), briefly described below:

ASBESTOS REMOVAL OF THE OLIN BIGNALL AQUATIC CENTER AND OLD MIDDLE SCHOOL

The parties agree as follows:

1. WORK.

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. EFFECTIVE DATE AND TERMINATION DATE.

The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

2.1. Contract Start Date: September 19, 2023

"Work" Time Dates

2.2. Anticipated Notice to Proceed Date: September 19, 2023

2.3. Anticipated Substantial Completion Date: October 13, 2023

2.4. Anticipated Final Completion Date: October 20, 2023

2.5. Contract End Date: November 20, 2023

2.6. "Work" Time in Calendar Days: 33

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

3. ENUMERATION OF CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- This Contract with these Terms and Conditions.
- EXHIBIT A: City's General Conditions to the Contract - included in this form
- EXHIBIT B: Insurance Requirements - included in this form
- EXHIBIT C: BOLI Prevailing Wage Rates: Indicate BOLI Prevailing Wage Rates version incorporated by reference
- EXHIBIT D: Bid Submittals
- EXHIBIT E: Invitation to Bid documents (includes Asbestos & Lead Paint Surveys and Abatement specifications
- EXHIBIT F: Additional Documents: Schedule & Work Plan, Performance Bond, Payment Bond, Sandy Business License, Vendor Application, EFT Form, and W9.

4. CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.

This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. THE CONTRACT TIME.

Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. THE CONTRACT TOTAL.

6.1. The Contract Total is \$150,365.00. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.

6.2. The following bid alternates are included in the Contract Total: N/A

6.3. Unit prices if any: Refer to Exhibit D

6.4. Allowances included in the Contract Total, if any: N/A

6.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. PROGRESS PAYMENTS.

7.1. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

- 7.2. Each application for payment shall be for one calendar month ending on the last day of the month.
- 7.3. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- 7.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.
- 7.5. Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and OAR 137-049-0820(3), from which earnings on such account shall accrue to the Contractor.

8. INDEPENDENT CONTRACTOR STATUS.

By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

9. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

10. COMPLIANCE WITH APPLICABLE LAW.

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- 10.1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
- 10.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

- 10.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
- 10.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10.5. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- 10.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
- 10.6.1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- 10.6.2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 10.6.3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

- 10.6.4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 10.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- 10.7.1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, 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, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
- 10.7.2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of 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, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
- 10.7.3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
- 10.7.4. Tribal Governments.

- 10.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the 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.
- 10.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
- 10.9.1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and
- 10.9.2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- 10.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- 10.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- 10.12. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
- 10.12.1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.

- 10.12.2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit C.
 - 10.12.3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - 10.12.4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - 10.12.5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- 10.13. ORS 279C.836 (Public Works Bond Required): Contractor shall:
- 10.13.1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
 - 10.13.2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- 10.14. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
- 10.14.1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work 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 Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. 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.

- 10.14.2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.
- 10.14.3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- 10.15. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 10.16. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
- 10.16.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 10.16.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- 10.17. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)).

11. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Sandy

Contract Administrator Name, Title: Rochelle Anderholm Parsch, Parks & Recreation Director
Address, City, State and ZIP Code: 38348 Pioneer Blvd. Sandy, OR 97055
Telephone: 503-489-2157
Email: randerholmparsch@ci.sandy.or.us

For the Contractor

Contract Administrator Name, Title: Chad Weiler, Northwest Region Operations Manager
Address, City, State and ZIP Code: 19645 SE Sunnyside Rd. Damascus, OR 97089
Telephone: 503.891.9982
Email: Chadw@pnwellc.com

12. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Legal Name: Pacific Northwest Environmental, LLC

Address, City, State and ZIP Code: 19645 SE Sunnyside Rd, Damascus, OR 97089

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership

Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: Enter Federal Tax ID number or SSN: 27-0834896

Oregon CCB License Number: 192577

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

FOR THE CITY OF SANDY:


Signature

Name (Printed)

Title

Date

FOR Pacific Northwest Environmental,
LLC:



Signature

Julianne Brostoski

Name (Printed)

CEO

Title

9/6/2023

Date

EXHIBIT A
PUBLIC IMPROVEMENT CONTRACT
GENERAL CONDITIONS

1. GENERAL PROVISIONS.

- 1.1. Architect. The "Architect" is [Certified Environmental Consulting (CEC)]
- 1.2. Contract Documents. The "Contract Documents" are enumerated in Item 3 of the Contract.
- 1.3. Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- 1.4. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.5. Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- 1.6. Modification. A "Modification" is
 - 1.6.1.a written amendment to this Contract signed by both parties;
 - 1.6.2.a Change Order;
 - 1.6.3.a Construction Change Directive; or
 - 1.6.4.a written order for a minor change in the Work issued by the Architect.
- 1.7. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- 1.8. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.
- 1.9. Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.
- 1.10. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. CITY'S RESPONSIBILITIES.

- 2.1. Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- 2.2. Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.
 - 2.2.1. City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.2. City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.3. City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.3. Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- 2.4. Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- 2.5. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..
- 2.6. Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.

2.7. City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

3. CONTRACTOR'S RESPONSIBILITIES.

3.1. General Responsibilities.

3.1.1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.

3.1.2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.

3.1.3. Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.

3.1.4. Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.

3.1.5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.1.6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

3.1.7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.

3.2. Worksite Conditions.

3.2.1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

3.2.2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

3.2.3. Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.

3.3. Responsibility for Performance.

3.3.1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

3.3.2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.

3.3.3.Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

3.4. Construction Materials and Supplies.

3.4.1.Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.

3.4.2.Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

3.4.3.Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

3.4.4.No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.

3.4.5.Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.

3.5. Construction Personnel and Supervision.

3.5.1.Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.

- 3.5.2.Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.
- 3.5.3.Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
- 3.5.4.Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.
- 3.5.5.Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.
- 3.6. Contractor's Construction Master Schedule.
- 3.6.1.Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.
- 3.6.2.Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.
- 3.6.3.Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.

3.6.4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.

3.6.5. Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

3.6.6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

3.7. Documents and Records.

3.7.1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

- 3.7.2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.
- 3.7.3. Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.
- 3.7.4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.
- 3.7.5. Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.
- 3.7.6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.
- 3.7.7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.

- 3.7.8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.
- 3.7.9. Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.
- 3.8. Tests and Inspections.
- 3.8.1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
- 3.8.2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.
- 3.8.3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
- 3.8.4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.
- 3.8.5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.
- 3.9. Work Under the Contract.
- 3.9.1. Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.

- 3.9.2. Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.
- 3.9.3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.
- 3.9.4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.
- 3.9.5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.
- 3.9.6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.9.7. Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.
- 3.10. Allowances.
- 3.10.1. Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.
- 3.11. Warranty.

- 3.11.1. Contractor warrants to City and Architect 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 not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.11.2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.
- 3.11.3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.
- 3.11.4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

4. SUBCONTRACTORS.

- 4.1. Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.
- 4.2. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.
- 4.3. No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.
- 4.4. Substitution and Assignment. Contractor shall not, without City's written consent:

- 4.4.1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
- 4.4.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
- 4.4.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.
- 4.5. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- 4.6. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.
- 4.7. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
 - 4.7.1. Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:
 - 4.7.1.1. Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and
 - 4.7.1.2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
 - 4.7.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- 4.8. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.
- 5. **CONSTRUCTION BY CITY.**
 - 5.1. Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.
 - 5.1.1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
 - 5.1.2. If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.

- 5.2. Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.
- 5.3. City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

6. CHANGES IN THE WORK.

6.1. Change Orders.

6.1.1. Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Contract.

6.1.2.A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

6.1.3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

6.1.3.1. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.

6.1.3.2. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

6.1.3.3. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

6.1.3.4. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.

6.1.3.5. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.

6.1.3.6. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.1.4. Equipment Costs:

6.1.4.1. The allowance for equipment costs (both rental as well as Contractor owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.

6.1.4.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

6.1.5. Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

6.1.6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.

6.1.7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.

- 6.1.8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.
- 6.1.9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
- 6.1.10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
- 6.1.11. Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- 6.2. Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.
- 6.2.1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.
- 6.2.2. Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.

6.2.3.Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.

6.2.4.Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.

6.2.5.Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. TIME.

7.1. Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

7.2. No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.

7.3. Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.

7.4. Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

7.5. Delays and Extensions of Time.

- 7.5.1. Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
- 7.5.2. Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
- 7.5.3. Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.
- 7.5.4. Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

8. PROTECTION OF PERSONS, PROPERTY, AND THE ENVIRONMENT.

- 8.1. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.
- 8.2. City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.
- 8.3. Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- 8.4. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- 8.5. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- 8.6. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- 8.7. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- 8.8. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- 8.9. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- 8.10. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.

- 8.11. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- 8.12. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- 8.13. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- 8.14. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- 8.15. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- 8.16. Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- 8.17. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

9. HAZARDOUS MATERIALS.

- 9.1. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- 9.2. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- 9.3. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

- 9.4. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- 9.5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.6. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.7. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. INSURANCE AND BONDS.

10.1. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

10.1.1. Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

10.2. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

11. UNCOVERING AND CORRECTION OF WORK.

11.1. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

11.2. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

11.3. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. RIGHTS AND REMEDIES.

12.1. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.

12.2. Independent Contractor.

12.2.1. Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.

12.2.2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.

12.2.3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.

12.2.4. Contractor is not an employee of the federal government or the State of Oregon.

12.2.5. Contractor is not a contributing member of the Public Employees Retirement System.

12.2.6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

13. COMPLIANCE WITH LAWS.

13.1. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.

13.2. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.

13.3. Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

13.4. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. CLAIMS AND DISPUTES.

- 14.1. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- 14.2. Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.
- 14.3. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- 14.4. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- 14.5. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.
- 14.6. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.

14.7. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.

14.8. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.

14.9. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.

14.10. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.

14.11. Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. TERMINATION OR SUSPENSION BY CONTRACTOR.

15.1. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.

15.2. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.

15.3. Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

16. TERMINATION OR SUSPENSION BY CITY.

16.1. Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:

16.1.1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;

16.1.2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

16.1.3. fails to make payment to subcontractors in accordance with respective agreements;

16.1.4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

16.1.5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;

16.1.6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

16.1.7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.

16.2. City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.

16.3. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.

16.4. Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.

16.5. Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

17. PAYMENTS AND COMPLETION.

17.1. Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.

17.2. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").

17.3. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:

17.3.1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;

17.3.2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;

17.3.3. The balance that is due to each of such entities after payment is made;

- 17.3.4. Certification that the Record Documents are current;
- 17.3.5. Itemized breakdown of Work done for the purpose of requesting partial payment;
- 17.3.6. Updated construction schedule;
- 17.3.7. Additions and subtractions from the Contract Total and Contract Time;
- 17.3.8. Total of retainage held;
- 17.3.9. Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 17.3.10. Percentage complete of Contractor's Work by line item;
 - 17.3.11. A Schedule of Values updated from the preceding Application for Payment; and
 - 17.3.12. Contractors' Certified Payroll.
- 17.4. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- 17.5. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- 17.6. Certificates for Payment.
 - 17.6.1. City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
 - 17.6.2. City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- 17.7. Decisions to Withhold Certification.

- 17.7.1. City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.
- 17.7.2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.
- 17.7.3. City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.
- 17.7.4. City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.
- 17.8. Progress Payments.
 - 17.8.1. City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.
 - 17.8.2. Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.
 - 17.8.3. City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.
 - 17.8.4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.
- 17.9. Substantial Completion.

- 17.9.1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.
 - 17.9.2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.
 - 17.9.3. Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.
 - 17.9.4. Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.
 - 17.9.5. Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.
- 17.10. Final Completion.
- 17.10.1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.
 - 17.10.2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.
 - 17.10.3. Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.

- 17.10.4. Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.
- 17.10.5. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 17.10.6. Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
- 17.10.7. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

18. INDEMNITY AND LIABILITY.

- 18.1. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- 18.2. Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.
- 18.3. Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 18.4. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.

18.5. Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

19. SECURITY.

19.1. Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.

19.2. Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

20. MISCELLANEOUS PROVISIONS.

20.1. Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.

20.2. Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.

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

20.4. No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.

20.5. Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

- 20.6. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.
- 20.7. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- 20.8. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
- 20.8.1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
- 20.8.2. Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- 20.9. Liquidated Damages.
- 20.9.1. Failure to complete the Project by the specified time will result in damages to the City. The parties to this Contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this Contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$500 per calendar day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.
- 20.10. Workers' Compensation.

20.10.1. 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 \$2,000,000 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.

EXHIBIT B
PUBLIC IMPROVEMENT CONTRACT
INSURANCE REQUIREMENTS

1. ADDITIONAL INSURANCE.

Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

- 1.1. Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 - 1.1.1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - 1.1.2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section 1.2 below.
 - 1.1.3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 1.1.4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - 1.1.5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.

1.2. Limits. The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation	Statutory Limits
<u>Employer's Liability</u>	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
<u>Commercial General Liability</u>	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000
Automobile Liability	
Combined Single Limit:	\$1,000,000
<u>Professional Liability/Errors & Omissions</u>	
Single Limit:	\$2,000,000
Aggregate:	\$2,000,000

- 1.3. Additional Insureds. The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- 1.4. Joint Venture. If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- 1.5. Primary Coverage. The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- 1.6. Contractor's Failure to Maintain Insurance. If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.

1.7. Certificates of Insurance. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.

1.7.1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

1.7.2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.

1.7.3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.

1.8. Subcontractors Insurance. The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.

1.9. Limitations on Coverage.

1.9.1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.

1.9.2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.

1.9.3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. **PROPERTY INSURANCE.**

- 2.1. **Builder's Risk:** (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, 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 City, the Contractor and its Subcontractors as their interests may appear.
- 2.2. **Builder's Risk Installation Floater:** (For other than new construction) The Contractor shall obtain, at the Contractor's expense, 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 City, the Contractor and its Subcontractors as their interests may appear.
- 2.3. Such insurance shall be maintained until the City has occupied the facility.
- 2.4. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

EXHIBIT B:
Insurance Requirements

Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

CITY OF SANDY, OREGON
ATTN: ROCHELLE ANDERHOLM PARSCH
38348 PIONEER BLVD.
SANDY, OR 97055

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured Pacific Northwest Environmental LLC 19645 SE Sunnyside Rd Damascus, Or 97089-8258	Producer/contact United Insurance Agencies United Insurance Agencies 541.242.6464 workerscomp@uiaoregon.com
Issued 09/06/2023 Policy 756542 Period 01/01/2023 to 01/01/2024	Limits of liability Bodily Injury by Accident \$1,000,000 each accident Bodily Injury by Disease \$1,000,000 each employee Body Injury by Disease \$1,000,000 policy limit

Description of operations/locations/special items

Olin Y Bignal Aquatic Center
39055 Pleasant St, Sandy, OR

All operations

Waiver of subrogation effective 01/01/2023 for persons and/or organizations who, with the insured-employer are parties to a construction agreement as defined in ORS 30.140.

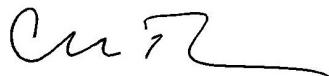
Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative



Chip Terhune
President and CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2023

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

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

PRODUCER		CONTACT NAME: Colleen Clark	
McNeil and Company, Inc.		PHONE (A/C, No, Ext): 607-428-2175	FAX (A/C, No): 607-756-5051
In CA dba McNeil & Company Insurance Services Lic# 0B67313		E-MAIL ADDRESS: cclark@mcneilandcompany.com	
13841 Southwest Highway		INSURER(S) AFFORDING COVERAGE	
Orland Park IL 60462		INSURER A: AXIS Surplus Insurance Company	NAIC # 26620
INSURED		INSURER B: ARCH Insurance Company	11150
Pacific Northwest Environmental, LLC		INSURER C:	
Insulation Removal Corp.		INSURER D:	
19645 SE Sunnyside Road		INSURER E:	
Damascus OR 97089		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> *Contractors Pollution Liability <input checked="" type="checkbox"/> Incl. Asbestos and Lead Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SP005884-01-2023 Washington Stop Gap Coverage for Empl. Liability	08/29/23	08/29/24	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							*Per Claim	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp Dedu <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll Deduc \$	Y	Y	11CAB5824015	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SX005885-01-2023 Incl: CGL/CPL/PL/Mold Auto & Employers Liability	08/29/23	08/29/24	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Pollution Liability-Mold Ops-Claims Made Form Professional Liability-Claims Made	Y	Y	SP005884-01-2023	08/29/23	08/29/24	Each Occurrence	\$1,000,000
							Aggregate	\$1,000,000

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

RE: Olin Y Bignal Aquatic Center 39055 Pleasant St, Sandy, OR

City of Sandy, Oregon is named as additional insured under the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Sandy, Oregon
38348 Pioneer Blvd.
Sandy, OR 97055
Attn: Rochelle Anderholm Parsch

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

AUTHORIZED REPRESENTATIVE

Mary E. Inghal

EXHIBIT C:
BOLI Prevailing Wage Rates

EXHIBIT C: BOLI Prevailing Wage Rates:

BOLI PREVAILING WAGE RATES (PWR)

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

Ensure information is current by checking with BOLI and updating if appropriate

Prevailing Wage Rates for Public Works Contracts in Oregon **Effective July 1, 2024**

Prevailing Wage Rates Apprenticeship Rates **Effective July 1, 2024**

Definitions of Covered Occupations for Public Works Contracts in Oregon **Effective July 1, 2024**

Prevailing Wage Rate Amendment **Effective July 1, 2024**

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER

Zone A (Base Rate)

Group 1	44.80	19.21
Group 2	44.97	19.21
Group 3	50.24	19.21
Group 4	Eliminated	
Group 5	45.40	19.21
Group 6	45.74	19.21

Zone Differential for Carpenters

Add to Zone A Base Rate

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed. Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER (continued)

Zones for **Group 6** Carpenter are determined by the distance between the project site and either

- 1) The worker's residence; or
- 2) City Hall of a reference city listed, whichever is closer.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

IRONWORKER

Zone 1 (Base Rate):

42.27

32.53

Zone Differential for Ironworker

Add to Basic Hourly Rate

Zone 2 **6.88/hr.** or \$55.00 maximum per day

Zone 3 **10.00/hr.** or \$80.00 maximum per day

Zone 4 **12.50/hr.** or \$100.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford

Portland

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay	Base Rate / Fringe Rate
------------------------------------------------	--------------------------------

LABORER

Zone A (Base Rate):

Group 1	34.98	16.55
Group 2	36.25	16.55
Group 3 (Flagger)	30.38	16.55
Group 4 (Landscape Laborer)	24.17	16.55

Zone Differential for Laborers

Add to Zone A Base Rate

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	4.00 per hour
Zone F	5.00 per hour

- Zone A: Projects located within 30 miles of city hall in the reference cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles but less than 100 miles.
- Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1		54.13	18.15
Group 1A		56.29	18.15
Group 1B		58.45	18.15
Group 2	Group 5 - Cement Pump	52.22	18.15
Group 3		51.07	18.15
Group 4		47.74	18.15
Group 5	Group 6: Fork lift, Skidsteer, Mini Ex	46.50	18.15
Group 6		43.28	18.15

POWER EQUIPMENT OPERATOR MAP

ZONE 1



Zone Pay Differential for Power Equipment Operator

Add to Zone 1 Base Rate

Zone 2	3.00 per hour
Zone 3	6.00 per hour

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR (continued)

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Prevailing Wage Rates for Public Works Contracts, Effective January 5, 2023

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR (continued)

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	54.13	16.65
Group 1A	56.29	16.65
Group 1B	58.45	16.65
Group 2	52.22	16.65
Group 3	51.07	16.65
Group 4	47.74	16.65
Group 5	46.50	16.65
Group 6	43.28	16.65

POWER EQUIPMENT OPERATOR MAP

ZONE 1



Zone Pay Differential for Power Equipment Operator

Add to Zone 1 Base Rate:

Zone 2	3.00 per hour
Zone 3	6.00 per hour

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing, and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

EXHIBIT D:
Bid Submittals

2.1 BID FORM**BID FORM****THE CITY OF SANDY****INVITATION TO BID****The undersigned hereby certifies that Bidder:**Pacific Northwest Environmental, LLC <Insert Bidder name>OR CCB# 192577 <CCB#>

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Is a Resident Bidder, Non-Resident Bidder, as defined in ORS 279A.120

A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
6. Has read, understands and agrees to be bound by all terms and conditions herein.
7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City of Sandy upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
8. Acknowledges Receipt of Addenda No's. 0 through 0 .

Please check the box regarding Bid security:

- Bid security in form of cashier's check , certified check , Bid bond in the form set forth in Section 2., 2.2 , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Sandy is enclosed.

BID TITLE: THE CITY OF SANDY ASBESTOS REMOVAL OF THE OLIN BIGNALL AQUATIC CENTER AND OLD MIDDLE SCHOOL

SUBMIT TO: City of Sandy
 Attention: Rochelle Anderholm-Parsch, Parks and Recreation Director
 Email: randerholmparsch@ci.sandy.or.us

FROM: Pacific Northwest Environmental, LLC
 19645 SE Sunnyside Rd.
 Damascus, OR 97089

**BIDDER
 ADDRESS
 CITY/STATE/ZIP**

Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) an ~~individual, a Company,~~ a Corporation, organized and existing under the law of the State of Oregon ^{LLC}.
~~Proprietorship, Partnership, or Joint Venture~~ consisting of NA

BASE BID:

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the City of Sandy for

ASBESTOS REMOVAL OF THE OLIN BIGNALL AQUATIC CENTER & OLD MIDDLE SCHOOL

Together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration as described on the next page:

i. **BID TABULATION:****AREA:****Olin Y. Bignall Aquatic Center**\$ Three thousand four hundred eighty five ----- Dollars

If a Performance Bond is required 10% to be added to the above total costs.

Total Duration (in work days) for this work: 1 ----- Days**AREA:****Old Middle School**\$ One hundred forty six thousand eight hundred eighty ----- Dollars

If a Performance Bond is required 10% to be added to the above total costs.

Total Duration (in work days) for this work: 19 ----- Days**Unit Prices**

Provide the unit prices for each item listed below. Unit prices will be used to calculate cost of change orders for additional and/or deletion of work scope as requested by the owner during the project.

Glove bag removal of pipe insulation per three (3) linear feet \$ 75.00 ----- /EA

Glove bag removal of pipe fitting insulation, per each \$ 60.00 ----- /EA

Removal of vinyl floor tile material (ACM floor tile covering on concrete, with no ACM mastic):

<50 SF \$ 11.50 ----- /SF

50 to 250 SF \$ 8.50 ----- /SF

> 250 SF \$ 5.75 ----- /SF

Removal of vinyl floor tile material (ACM floor tile covering on concrete with ACM mastic):

<50 SF \$ 14.60 ----- /SF

50 to 250 SF \$ 10.50 ----- /SF

> 250 SF \$ 8.25 ----- /SF

Removal of vinyl floor tile material (non-ACM floor tile covering on concrete with ACM mastic):

<50 SF \$ 10.50 ----- /SF

50 to 250 SF \$ 9.00 ----- /SF

> 250 SF \$ 8.25 /SF

Removal of vinyl floor tile material (one layer of ACM floor tile covering over ACM mastic over one layer of wood underlayment (1/2"-3/4") with the removal to the existing sub-floor):

<50 SF \$ 15.50 /SF

50 to 250 SF \$ 11.65 /SF

> 250 SF \$ 10.85 /SF

Removal of vinyl floor tile material (one layer of ACM floor tile covering over one layer non- ACM mastic over one layer of wood underlayment (1/2"-3/4") with the removal to the existing sub-floor):

<50 SF \$ 15.50 /SF

50 to 250 SF \$ 11.50 /SF

> 250 SF \$ 10.85 /SF

Removal of Non-ACM vinyl floor tile material (one layer of Non-ACM floor covering over one layer of ACM mastic on one layer of wood underlayment (1/2"-3/4") with the removal to the existing sub-floor):

<50 SF \$ 15.25 /SF

50 to 250 SF \$ 11.40 /SF

> 250 SF \$ 10.75 /SF

Removal of ACM carpet pad mastic on concrete:

<50 SF \$ 14.20 /SF

50 to 250 SF \$ 10.40 /SF

> 250 SF \$ 9.50 /SF

Removal of ACM carpet pad mastic on wood:

<50 SF \$ 15.30 /SF

50 to 250 SF \$ 11.40 /SF

> 250 SF \$ 10.70 /SF

Removal of ACM kick plate material with ACM mastic on wood: \$ 10.00 /SF

Removal of ACM stair tread material with ACM mastic on wood: \$ 15.75 /SF

Unit Prices (continued)

Removal of non-ACM cove base with ACM mastic:	\$ <u>3.00</u> /LF
Removal of ACM skim coat on plaster:	\$ <u>27.00</u> /SF
Removal of ACM ceiling texture:	\$ <u>26.50</u> /SF

Soft Demolition:

Removal of existing interior partitions/walls (GWB or plaster):

<50 SF	\$ <u>12.00</u> /SF
50 to 250 SF	\$ <u>10.85</u> /SF
> 250 SF	\$ <u>8.50</u> /SF

Removal of existing interior partitions/walls (GWB or plaster one side, studs remain):

<50 SF	\$ <u>8.50</u> /SF
50 to 250 SF	\$ <u>7.50</u> /SF
> 250 SF	\$ <u>6.50</u> /SF

Removal of existing wood floor finishes:

<50 SF	\$ <u>6.05</u> /SF
50 to 250 SF	\$ <u>5.25</u> /SF
> 250 SF	\$ <u>4.85</u> /SF

Note: All above unit pricing shall include overhead, profit, labor, materials, equipment and mobilization costs incidental to perform the work.

ALTERNATIVES:

None.

ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
NA			

TIME FOR COMPLETION:

- A. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project as indicated in this bidder proposal.

CHANGES IN WORK:

- A. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Price, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

PROFIT AND OVERHEAD FORMULA

- A. For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit	10%
	Overhead	12%
Net Decrease	Profit	0%
	Overhead	12%

ii. Work Plan & Schedule:

Bidder shall submit a work plan and schedule illustrating the critical path of this project. The project work plan and schedule shall fit within the schedule provided on page 5 of this document.

Bidder shall submit 3.5 Bidder's Responsibility Information Form as per Section 1, 1.03 along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < > OR 27-0834896
SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business YES NO
IF YES, PROVIDE CERTIFICATION NUMBER < 13887 >

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

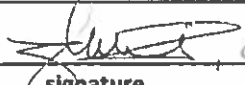
If awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

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.

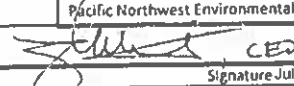
The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

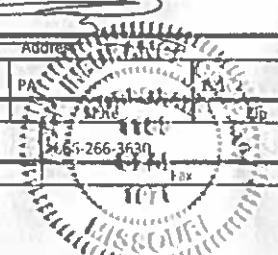
FULL NAME OF BIDDER

<u>Pacific Northwest Environmental, LLC</u>		<u>503-218-2080</u>
FIRM NAME	PHONE	
<u>19645 SE Sunnyside Rd., Damascus, OR 97089</u>		<u>503-658-6609</u>
ADDRESS	FAX NUMBER	
<u>Damascus, OR 97089</u>		<u>chadw@pnwellc.com</u>
CITY, STATE, ZIP	EMAIL	
<u>27-0834896</u>		<u>#192577</u>
SSN/TID	CCB#:	
BY: <u>Julianne Brostoski</u>	TITLE: <u>CEO</u>	
BY:  <u>signature</u>		

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION.

2.2 FORM OF BID BOND

We,	Pacific Northwest Environmental LLC <small>(Name of Principal)</small>	as "Principal," and	Arch Insurance Company <small>(Name of Surety)</small>
an	Missouri	Corporation,	
<p>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 The City of Sandy ("Obligee") the sum of</p>			
(\$	10%)	Ten Percent (10%) of the Total Amount of Bond _____ dollars.
<p>WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the</p>			
Obligee in response to Obligee's procurement document (ITB003) for the project identified as:
Title:			
City of Sandy Asbestos Removal of the Olin Bignall Aquatic Center & Old Middle School		which proposal or Bid is made a part of	
<p>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 ORS 279C.365(5) and the procurement document.</p>			
<p>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 bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.</p>			
<p>IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal</p>			
representatives this	29th	day of	August 20 23
PRINCIPAL:	Pacific Northwest Environmental LLC	BY ATTORNEY-IN-FACT: <i>Power-of-Attorney must accompany each surety bond!</i>	
By	 Signature Julianne Brostoski, CEO	Name	
	Official Capacity	Signature	
Attest:	see attached Power of Attorney Corporation Secretary	Peter Tam, Attorney-in-fact Address	
SURETY:	Arch Insurance Company	Philadelphia	PA
	3 Parkway, Suite 1500	City	877-688-2724
		Phone	610-266-3630



NEW YORK STATE NOTARY ACKNOWLEDGMENT

THE STATE OF NEW YORK

COUNTY OF CORTLAND

On the 8/29/2023 before me, the undersigned, personally appeared Peter Tam personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sarah E West

Notary Public Signature

Print: Sarah E. West

Title or Office: Notary

My commission expires: August 3, 2026

Sarah E. West
Notary Public, State of New York
No. 01WE6011309
Qualified in Cortland County
Commission Expires Aug 3, 2026

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Daniel McNeil III, David Byrne, Olga Garza, Pauline Perlongo, Peter Tam and William A. Ballay of Orland Park, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00) This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process"

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of July, 2023.

Attested and Certified

Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 6, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of August, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at Surety@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.


ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

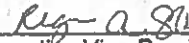
Assets

Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	<u>1,233,903,208</u>
 Total Assets	 <u>\$ 8,413,423,046</u>

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	<u>983,651,831</u>
 Total Liabilities	 \$6,432,827,348
 Surplus as regards policyholders	 <u>1,980,595,698</u>
 Total Surplus and Liabilities	 <u>\$8,413,423,046</u>


By: 
Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 
Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri, and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN Notary Public, State of New Jersey Comm. # 50204279 My Commission Expires 11/07/2027

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

TITLE/PROJECT NAME: **THE CITY OF SANDY ASBESTOS REMOVAL OF THE OLIN BIGNALL AQUATIC CENTER AND OLD MIDDLE SCHOOL**

BID CLOSING DATE: AUGUST 31, 2023 TIME: 2:00 PM

First-Tier Subcontractor Disclosure Form Due: AUGUST 31, 2023 TIME: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME	CATEGORY OF WORK	DOLLAR VALUE
1. NONE		\$ NA
2.		\$ NA
3.		\$ NA

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

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid 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.

Form submitted by (Bidder Name): <____> Pacific Northwest Environmental, LLC

CCB#: < 192577 >

Contact Name and phone number: CONTACT SHOWN ON PAGE 2 OF THIS ITB.

Deliver Form to Agency: IN SEALED ENVELOPE TO THE ADDRESS ON PAGE 2 OF THIS ITB.

Person Designated to Receive form: Rochelle Anderholm-Parsch, Parks and Recreation Director

Agency's Email Address: randerholmparsch@ci.sandy.or.us

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

2.4 BIDDER'S RESPONSIBILITY INFORMATION FORM

FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

INSTRUCTIONS

- 1. The information provided in this form is part of The City of Sandy's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.
- 2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.
- 3. Sign and submit the completed bidder responsibility form with your bid proposal.

Bidder Name: Pacific Northwest Environmental, LLC CCB #: 192577

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities:

PNE has been operating under this license since 12/21/2010.
 PNE is consistently performing school and other projects with tight completion time lines. The following projects are of similar size or larger with asbestos abatement as the primary scope of work. River Mill Elementary School, PDX Waldorf School, and Aloha High School

2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):

5. **ABILITY TO PERFORM WITHIN TIME SPECIFIED:** List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

The City of Sandy

2023 River Mill Elementary School - Completion scheduled for 7/21/2023. A total of 9 COR's on the project adding 4 days. Completed 7/19/2023.

2022 PDX Waldorf School - Completion scheduled for 7/20/2022. A total of 8 COR's on the project adding 5 days. Completed 7/21/2022.

2020 - Aloha High School - Completion scheduled for 8/21/2020. A total of 32 COR's on the project adding 14 days. Completed 8/27/2020.

6. PROJECTS EXCEEDING COMPLETION DATES: In the past five (5) years, list the number of projects and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion. There are NONE.

7. DEFECTIVE WORK. In the past ten (10) years has your company been ordered to fix defective work on a project? YES / NO If "YES," identify the owner, the project and the resolution of the problem.

8. DEBARMENT: Has Bidder been debarred or disqualified by any public agency within the past two (2) years? YES / NO If "YES" identify the public agencies:

9. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s):

10. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s):

11. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder:

12. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address:

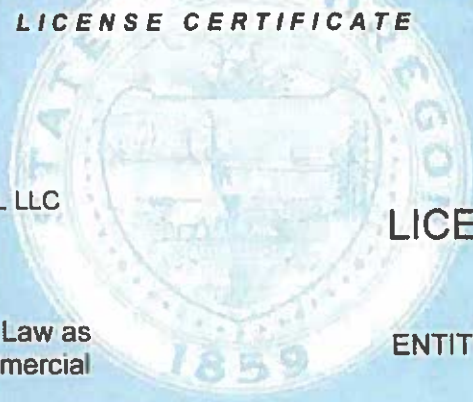
Arch Insurance Company, 1601 Cherry St. Unit 1500, Philadelphia, PA 19102

Peter Tam - ptam@mcneilandcompany.com (607) 423-5194

13. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? YES / NO If "YES" identify the project and explain the nature of the claims:

-
-
-
14. **REVOKED LICENSE:** Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If "YES" explain the underlying reason for the revocation of the license:
-
-
15. **CRIMINAL OFFENSE:** Has Bidder's company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES / NO
16. **DEMAND ON PERFORMANCE BOND:** In the last five years, has an owner ever made a demand on your performance bond? YES / NO
17. **TERMINATION OF BONDING/INSURANCE COVERAGE:** In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / NO
18. **CITATIONS OR ENFORCEMENT ACTIONS.** Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / NO If "YES", please state the date, nature, and final resolution of every such citation or enforcement action:
-
-
-
19. **BONDING.** What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:
\$1,103,100.00 - West Point Waste Water Treatment Plant 2021-2022.
Project consisted of both demolition and abatement of the East/West basins concrete roofs and supporting structures.
-
-

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE



This document certifies that:

PACIFIC NORTHWEST ENVIRONMENTAL LLC
19645 SE SUNNYSIDE RD
DAMASCUS OR 97089

is licensed in accordance with Oregon Law as
Residential General Contractor & Commercial
General Contractor Level 2

LICENSE NUMBER: 192577

EXPIRATION DATE: 12/21/2024

ENTITY TYPE: Limited Liability Company

EXHIBIT E:
Invitation to Bid documents
(includes Asbestos & Lead Paint Surveys and Abatement specifications)

Due to the size of these attachments- they are available upon request

EXHIBIT F:

Additional Documents:

Schedule

Work Plan

Performance Bond

Payment Bond

Sandy Business License (Awaiting this but has been applied for)

Vendor Application

EFT Form

W9



**Pacific Northwest
Environmental LLC**

Asbestos Hazard Abatement Plan

for

Olin Bignall Aquatic Center & Old Middle School

Prepared for:

*City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055*

September 5th, 2023

Project Name

Asbestos Removal of the Olin Bignall Aquatic Center and Old Middle School

Scope of Work

This project involves the abatement of asbestos containing pipe insulation (TSI), mudded pipe joints (MPJ's), VAT/mastic, CAB window panels, and a single fire door. Removal of asbestos containing materials is being performed so that both buildings can be demolished. PNE will create pressure differential enclosures, mini-enclosures and regulated areas to facilitate the removal of asbestos containing materials. Preparatory meeting to be held with PNE, Certified Environmental, and the City of Sandy prior to beginning work.

- Removal and disposal of VAT and mastic on concrete throughout the lower level and misc. location on the main level.
- Removal of VAT, mastic and plywood underlayment throughout the main level and stair landings.
- Removal of MPJ's throughout boiler room, mechanical areas, at both the Aquatic Center and Old Middle School.
- Removal of pipe insulation (TSI) from tunnel, boiler room, and mechanical room at Old Middle School.
- Removal of tank insulation (TSI) from boiler room at Old Middle School.
- Removal of CAB window panels from the Old Middle School.
- Removal of a single fire door from Old Middle School.

All asbestos abatement work, air monitoring, analytical testing, and disposal shall comply with 29 CFR 1926.1101, 29 CFR 1910.1001, 40 CFR 763, and 40 CFR 61 subpart M. All state and federal regulations shall always be followed on this project.

Project Coordination

A preparatory meeting shall be held prior to commencement of work. PNE shall notify all other trades of our work and work areas. Details and protocols shall be established at this time. A Notice of Abatement Operations shall be posted in areas adjacent to and around our work area. These forms will be filled out and places where they are visible to all. This form is located on the last page of this work plan.

Personnel Protection

The following table represents specific PPE required for the various activities that will be performed on this project:

Material or Task	Disposable Coveralls	Safety Glasses	Kevlar Gloves	Safety Shoes / Boots	Hard Hat	Half-face APR	PAPR	Kevlar Sleeves
Install PDF/NPE	No	Yes	Yes	Yes	Yes	No	No	No
Regulated Area Set Up	No	Yes	Yes	Yes	Yes	No	No	No
Install Glove Bags	Optional	Yes	Yes	Yes	No	Yes	No	No
Install Mini Enclosure	No	Yes	Yes	Yes	Yes	No	No	No
Tank Insulation Abatement	Yes	Yes	Yes	Yes	Yes	No	Yes	No
TSI Abatement in Containment	Yes	Yes	Yes	Yes	Yes	No	Yes	No
TSI Abatement Via Glove Bag	Yes	Yes	No	Yes	Yes	Yes	Yes	No
TSI Abatement Via Wrap/Cut	Yes	Yes	Yes	Yes	Yes	No	Yes	No

VAT/Mastic and Underlayment	Yes	Yes	Yes	Yes	Yes	Yes	No	No
VAT/Mastic on Concrete	Yes	Yes	Yes	Yes	Yes	Yes	No	No
CAB Panel Removal	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Fire Door Removal	Yes	Yes	Yes	Yes	Yes	Yes	No	No
HEPA Vacuum & Cleaning	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Encapsulation	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Waste Packaging	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Waste Load Out	No	Yes	Yes	Yes	Yes	No	No	No

PPE Selection and usage will be based on:

AIHA Z88.6	Respiratory Protection – Usage, physical qualifications for personnel.
29 CFR 1926.103	Respiratory Protection
29 CFR 1910.134	Respiratory Protection – training, selection, use, fit testing, seal check, upkeep & cleaning, medical, fit tests.
29 CFR 1926.1101	Asbestos
29 CFR 1926.200	Accident Prevention – signs and tags.
29 CFR 1910 & 1926	Occupational Safety & Health Standards
29 CFR 1910.132	General Requirements - PPE provided, selection, training, upkeep.
29 CFR 1910.133	Eye & Face Protection – safety glasses, face shields.
29 CFR 1910.135	Head Protection – helmet usage.
29 CFR 1910.136	Occupational Foot Protection – work boots to prevent injury from falling objects, piercing, electrical hazards.
29 CFR 1910.138	Hand Protection – protection cuts & lacerations, abrasions, punctures, burns and heat.
29 CFR 1910.1200	Hazard Communication
29 CFR 1926.59	Hazard Communication
40 CFR 61	National Emissions Standard for Hazardous Air Pollutants
40 CFR 763	Asbestos
40 CFR 107	Hazardous Materials Program Procedures
40 CFR 171	General Information, Regulations, and Definitions.
29 CFR 1910.95	Occupational Noise Exposure

Initial Exposure Assessment

An initial exposure assessment is to be performed in accordance to CFR 1926.1101. Initial personal air monitoring shall be performed on the first day of removal, for each distinct material, and sent to an approved accredited lab for analysis. Results will be reviewed by PNE's Project Manager. Data will be utilized to generate and Exposure Assessment. PNE does not expect to exceed the PEL.

Personnel Training & Qualifications

Personnel will review and become familiar with PNE's Work Plan. The Work Plan will be reviewed in detail by PNE's Competent Person prior to mobilization and reviewed with crew prior to work progressing. Reviews will be documented during PNE's initial safety meeting and project briefing. Hard copies of these documents will be available onsite for reference and review throughout the project.

PNE personnel have completed the following training:

- Oregon Asbestos Abatement Certification (Supervisor & Workers)
- Lead in Construction Training
- Lead Safe Work Practices

- General Construction Safety Training
- Hazard Communication Training & Review of Site-Specific Chemicals
- Respiratory Protection Training
- Equipment Training – Scissor Lift, Forklift, Etc.

All personnel working on this worksite will have current certification from our physician to be medically fit to don a respirator and perform abatement activities in accordance with PNE's Respiratory Protection & Medical Monitoring Program.

All personnel working at this worksite will have current qualitative fit test(s) for the respirators selected for use at this site.

All personnel working at this site will have a current Oregon Asbestos Worker or Supervisor card.

Personnel Decontamination

Asbestos Removal

Project Type: Class I & Class II
 Permits: DEQ ASN-1 Full Scale Friable Abatement – Old Middle School
 DEQ ASN-2 Annual Small Scale Friable Abatement – Aquatic Center

Personnel Decontamination

The following procedures will be utilized for personnel decontamination during Class I abatement activities:

- 1) A three-stage decontamination unit will be constructed at the entrance to the enclosure/regulated area if feasible. If not feasible, the three-stage decontamination unit will be installed in an adjacent area.
- 2) The three-stage decontamination unit will consist of a clean room, shower and a dirty/equipment room.
- 3) Prior to entering the regulated area, personnel will don appropriate PPE for asbestos removal activities. PPE will consist of disposable coveralls, appropriate respirator, safety glasses, work boots and appropriate gloves.
- 4) Prior to exiting the regulated area, personnel will enter the dirty/equipment room chamber of the decontamination unit where they will remove their coveralls by rolling them down their bodies and then place them in a yellow asbestos disposal bag or equivalent. Gloves will be removed as well and placed into the asbestos disposal bag.
- 5) Personnel will then exit the dirty/equipment room chamber and enter the shower unit. In the shower unit personnel will thoroughly wash their entire bodies.
- 6) They will then enter the clean room chamber where they will remove, clean and store their respirators.
- 7) Finally, personnel will exit the decontamination unit and will dress to leave the site.

The following procedures will be utilized for personnel decontamination during Class II abatement activities:

- 1) A single chamber decontamination unit will be constructed at the entrance to the enclosure/regulated area.
- 2) Employees will exit the work area and enter the single decontamination chamber.
- 3) In the single decontamination chamber, employees will remove coveralls, gloves and rubber boots.
- 4) Rubber boots will be wiped down with a wet rag, removed and placed into an unmarked clear bag, and sealed up with duct tape.
- 5) Used PPE will be placed into a yellow asbestos bag for proper disposal.
- 6) Employees will then HEPA vacuum off all exposed skin surfaces, clothing, tools and equipment.
- 7) A wet rag will be used to wipe off exposed skin.
- 8) Used rags will be placed into a yellow asbestos bag for proper disposal.
- 9) Once decontamination is complete, employees will exit the decontamination chamber where they will remove, clean and store their respirators and dress to leave the job site.

Isolation System

Regulated Area

Removal of TSI (pipe insulation or MPJ's) via glove bag will be performed within a regulated area that will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized

on all electrical outlets.

- 3) Delineator cones, asbestos barrier tape and signage will be set up around the immediate work area to create a perimeter.
- 4) Delineation will be set up approximately 10' past the work area where feasible.
- 5) Poly drop sheets will be installed as ground protection in all active work areas.
- 6) An entry/exit point will be established prior to start of work.
- 7) A decontamination unit will be installed as noted in the previous section.
- 8) A visual inspection shall be performed by PNE Competent Person to ensure proper set up.
- 9) An entry/exit log will be posted at the entry/exit to the regulated area.
- 10) A Notice of Operations will be posted outside the work area and provided to other trades working in the immediate work area.

Removal of MPJ's via wrap/cut will be performed within a regulated area that will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized on all electrical outlets.
- 3) Delineator cones, asbestos barrier tape and signage will be set up around the immediate work area to create a perimeter.
- 4) Delineation will be set up approximately 10' past the work area where feasible.
- 5) Poly drop sheets will be installed as ground protection in all active work areas.
- 6) An entry/exit point will be established prior to start of work.
- 7) A decontamination unit will be installed as noted in the previous section.
- 8) A visual inspection shall be performed by PNE Competent Person to ensure proper set up.
- 9) An entry/exit log will be posted at the entry/exit to the regulated area.
- 10) A Notice of Operations will be posted outside the work area and provided to other trades working in the immediate work area.

Removal of CAB window panels and fire doors will be performed within a regulated area that will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized on all electrical outlets.
- 3) Delineator cones, asbestos barrier tape and signage will be set up around the immediate work area to create a perimeter.
- 4) Delineation will be set up approximately 10' past the work area where feasible.
- 5) Poly drop sheets will be installed as ground protection from the windows/doors out up to 10'.
- 6) An entry/exit point will be established prior to start of work.
- 7) A decontamination unit will be installed as noted in the previous section.
- 8) A visual inspection shall be performed by PNE Competent Person to ensure proper set up.
- 9) An entry/exit log will be posted at the entry/exit to the regulated area.
- 10) A Notice of Operations will be posted outside the work area and provided to other trades working in the immediate work area.

Mini Enclosures

Small amounts of TSI discovered outside of work areas may be removed inside mini enclosure that will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized on all electrical outlets.
- 3) Critical barriers will be constructed of 1 layer of 6 mil poly will be installed over all openings to the immediate work area. This includes but is not limited to doors, windows, HVAC vents, etc.
- 4) Mini enclosures will not exceed 100 SF in size.
- 5) A 600 cfm HEPA filtration unit will be utilized within the enclosure area to establish adequate negative pressure to achieve a minimum of 4 air changes per hour and maintain a minimum pressure differential of -0.02" wc throughout abatement activities.
- 6) HEPA filtration units and HEPA vacuums shall be inspected prior to mobilizing to the site. HEPA filters in HFU's are changed out every 6 months or whenever they are showing wear.
- 7) Asbestos barrier tape and signage shall be applied to the outside of the enclosure to create a regulated area.
- 8) A manometer(s) will be installed to verify and monitor the differential pressure of the work area. PNE's Competent Person shall perform containment system inspections at shift start and at shifts end or anytime that the pressure differential falls below -.02" wc. Inspections will be noted in the daily logs.
- 9) A regulated area will be established with the use of warning signs and barrier tape at the entrances to the enclosure.
- 10) A three-stage decontamination unit shall be installed for all Class 1 removal activities as required.

Pressure Differential Enclosures

Friable materials such as VAT, VAT/mastic and plywood underlayment shall be removed within a pressure differential enclosure that

will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized on all electrical outlets.
- 3) Critical barriers will be constructed of 1 layer of 6 mil poly. Critical barriers will be installed over all openings to the immediate work area. This includes but is not limited to doors, windows, HVAC vents, etc.
- 4) Splash walls will be installed to a height of approx. 4' for all concrete substrate areas where chemical mastic removal is required.
- 5) 2000 cfm HEPA filtration units will be utilized within the enclosure area to establish adequate negative pressure to achieve a minimum of 4 air changes per hour and maintain a minimum pressure differential of -0.02" wc throughout abatement activities.
- 6) HEPA filtration units and HEPA vacuums shall be inspected prior to mobilizing to the site. HEPA filters in HFU's are changed out whenever they are showing wear.
- 7) A manometer(s) will be installed to verify and monitor the differential pressure of the work area. PNE's Competent Person shall perform containment system inspections at shift start and at shifts end or anytime that the pressure differential falls below -.02" wc. Inspections will be noted in the daily logs.
- 8) A regulated area will be established with the use of warning signs and barrier tape at the entrances to the enclosure.

Friable TSI that cannot be removed via glove bagging or wrap/cut (tank insulation) shall be removed within a pressure differential enclosure that will be constructed as follows:

- 1) All hazardous energy within the work area will be isolated and locked out. PNE's Competent Person to verify.
- 2) PNE will utilize house power for HEPA vacuums, HFU's, air monitoring pumps and other power tools. A GFCI will be utilized on all electrical outlets.
- 3) Critical barriers will be constructed of 1 layer of 6 mil poly. Critical barriers will be installed over all openings to the immediate work area. This includes but is not limited to doors, windows, HVAC vents, etc.
- 4) All walls and floors within the enclosure shall be covered with 6mil poly sheeting sealed at all seams via duct tape and spray glue. Drop sheets shall be placed over the poly floor.
- 5) 2000 cfm HEPA filtration units will be utilized within the enclosure area to establish adequate negative pressure to achieve a minimum of 4 air changes per hour and maintain a minimum pressure differential of -0.02" wc throughout abatement activities.
- 6) HEPA filtration units and HEPA vacuums shall be inspected prior to mobilizing to the site. HEPA filters in HFU's are changed out whenever they are showing wear.
- 7) A manometer(s) will be installed to verify and monitor the differential pressure of the work area. PNE's Competent Person shall perform containment system inspections at shift start and at shifts end or anytime that the pressure differential falls below -.02" wc. Inspections will be noted in the daily logs.
- 8) A regulated area will be established with the use of warning signs and barrier tape at the entrances to the enclosure.
- 9) A three stage decon unit shall be installed whenever removal quantities are >10 SF or 25 LF of class 1 material.

Regulated Area Demarcation / Signage / Security

Asbestos barrier tape and proper signage shall be utilized to prevent unauthorized entry. See below for barrier tape/signage language:

**DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY
WHERE RESPIRATORY PROTECTION AND
PROTECTIVE CLOTHING IN THIS AREA**

PNE's Competent Person shall make sure the regulated areas are secured at the end of each shift to minimize the potential of entry by unauthorized personnel. Windows without security screens may require the installation of plywood barriers to keep the building secure during abatement activities. An entry/exit log shall be posted at the entry to the regulated area.

Work Procedures

Asbestos Removal:

Friable asbestos pipe insulation and hard fittings (TSI) removed via glove bag, shall be removed within a regulated area using the

following work practices:

- 1) A regulated area will be established.
- 2) Glove bags shall be installed on all TSI lines slated for abatement.
- 3) Glove bags shall be installed using a stitcher stapler to initially suspend them. Following initial suspension, they will be sealed up using a combination of spray glue and duct tape.
- 4) Once glove bags have been properly hung, they will be inspected, and smoke tested.
- 5) Poly drops will be placed directly beneath the work area.
- 6) After passing the smoke test, removal may begin.
- 7) Personnel will don the appropriate PPE for the tasks they will be performing.
- 8) They will then sign in on the regulated area log and enter the regulated area.
- 9) A pump-up spray bottle inserted into the glove bag shall be used to keep materials adequately wetted. A HEPA vacuum shall be utilized to keep glove bags under negative pressure if required by DEQ regulations.
- 10) A utility knife or similar hand tools shall be utilized to cut the lagging cloth. Water will then be applied to the asbestos containing mag insulation.
- 11) Water will be allowed to penetrate the material prior to starting gross removal.
- 12) Gross pipe insulation shall be removed manually and lowered into the bottom of the glove bag. Additional water may be applied.
- 13) Once gross materials have been removed personnel shall utilize wire brushes, scrub pads or similar tools to remove asbestos from cracks, pits and pipe threads.
- 14) Pipes shall be final cleaned using water and rags. All water and materials will be contained within the glove bag.
- 15) Once all materials have been removed and final cleaning is completed, glove bags will be sealed up and removed. A wet rag may be used at this time to finish wipe the surfaces.
- 16) Lagging and bridging encapsulant will be utilized to seal up and raw material that is to remain, if any.
- 17) After glove bags have been removed, they will be packaged in one each, yellow and clear asbestos bag. A generator label will be placed between the yellow and clear bag or glued to exterior of clear bag.
- 18) PNE's Competent Person will perform a visual inspection of abated pipes. After passing the visual inspection the 4mil poly drop sheets will be removed and packaged as asbestos waste.
- 19) Regulated area demarcation will be removed.
- 20) This process will continue until all glove bag abatement is completed.

Note: Dawn dish soap will be utilized as a surfactant to assist in penetrating the asbestos fibers. PNE may also utilize a mixture of Fiberset PM and water during abatement activities to knock down and lock up asbestos fibers.

Friable asbestos pipe insulation, tank insulation, and hard fittings (TSI) removed within a pressure differential or mini enclosure shall be removed using the following work practices:

- 1) An enclosure shall be installed.
- 2) Asbestos barrier tape and appropriate signage shall be applied to the exterior of the enclosure creating a regulated area.
- 3) Personnel shall don the appropriate PPE for manual removal methods.
- 4) HEPA vacuums shall be utilized to pre-clean all pipes prior to starting abatement.
- 5) A pump-up sprayer shall be utilized to adequately wet lagging.
- 21) A utility knife or similar hand tools shall be utilized to cut the lagging cloth. Water will then be applied to the asbestos containing mag insulation.
- 6) Water will be allowed to penetrate the material prior to starting gross removal.
- 7) Gross pipe insulation shall be removed manually and promptly packaged in a yellow asbestos bag. Additional water may be applied.
- 8) Once gross materials have been removed personnel shall utilize wire brushes, scrub pads or similar tools to remove asbestos from cracks, pits and pipe threads.
- 9) Pipes shall be final cleaned using water and rags. All water and materials will be collected and placed into yellow asbestos bags.
- 10) Once all materials have been removed and final cleaning completed, a wet rag may be used to finish wipe surfaces.
- 11) Once all removal within the enclosure is completed and waste has been packaged in yellow asbestos bags, yellow asbestos bags will be sealed up using duct tape. Yellow asbestos bags will then be wiped with a wet rag and double bagged out of the enclosure into a clear asbestos bag.
- 12) A generator label will be placed between the yellow and clear bag or glued to exterior of clear bag.
- 13) Once all surfaces have been detail cleaned, a visual inspection will be conducted by PNE's Competent Person, and Owner's representative, if any.
- 14) Following the passing of the visual inspection, a lock down encapsulant (Fiberset PM) will be applied to all surfaces within the enclosure using an airless sprayer.
- 15) After applying the lock down encapsulant the air will be allowed to settle for a minimum of 30 minutes before final clearance monitoring begins.

- 16) Final TEM/PCM air clearance samples will be collected and analyzed by the Owner's representative.
- 17) Once final air clearance samples have been analyzed, and PNE receives written confirmation that the post abatement air clearances have passed, the enclosure systems will be removed and packaged as asbestos waste.

Friable asbestos pipe insulation removed via wrap/cut shall be removed using the following work practices:

- 1) First, a regulated area shall be established as outlined in previous sections of this work plan.
- 2) Asbestos barrier tape and appropriate signage shall be installed creating a regulated area.
- 3) Personnel shall don the appropriate PPE.
- 4) HEPA vacuums shall be utilized to pre-clean all pipes prior to starting abatement.
- 5) Glove bags shall be installed every 8-10' and small sections abated. Raw ends of TSI will be sealed up.
- 6) Poly drops sheets shall be placed below areas of removal. A pump-up sprayer shall be utilized to adequately wet lagging.
- 22) A utility knife or similar hand tools shall be utilized to cut the lagging cloth. Water will then be applied to the asbestos containing mag insulation.
- 7) Water will be allowed to penetrate the material prior to starting gross removal.
- 8) All pipes will be wrapped in two layers of 6mil poly and sealed directly to the clean section of pipes where glove bagging occurred.
- 9) Pipes will then be cut and carefully lowered to the ground, loaded out, properly labeled, and placed into a lined drop box for disposal.
- 10) Once all removal is completed then PNE's Competent Person and Owner's representative will perform a visual inspection to ensure completion of abatement.
- 11) Following passing of the visual inspection, a lock down encapsulant (Fiberset PM) will be applied to all surfaces using an airless sprayer.
- 12) If a clearance is required, then after applying the lock down encapsulant the air will be allowed to settle for a minimum of 30 minutes before final clearance monitoring begins.
- 13) Final PCM air clearance samples will be collected and analyzed by the Owner's representative.
- 14) Once final air clearance samples have been analyzed, and PNE receives written confirmation that the post abatement air clearances have passed, the regulated areas or enclosure systems will be removed and packaged as asbestos waste.

Friable asbestos mudded pipe joints (MPJ's) removed via wrap/cut shall be removed using the following work practices:

- 1) First, a regulated area shall be established as outlined in previous sections of this work plan.
- 2) Asbestos barrier tape and appropriate signage shall be installed creating a regulated area.
- 3) Personnel shall don the appropriate PPE.
- 4) HEPA vacuums shall be utilized to pre-clean all pipes prior to starting abatement.
- 5) Poly drop sheets shall be placed on the ground directly below areas of removal.
- 6) MPJ's shall be wrapped in 6mil poly and duct tape so that tape extends out onto the fiberglass a minimum of 4-6".
- 7) MPJ's will then be cut out via sawsall making sure that cuts are made past all duct tape. Piping to remain.
- 8) Cut out MPJ's shall be placed into asbestos bags, lined fiber drums or equivalent.
- 9) Upon completion of this work the drop sheets will be removed and packaged as asbestos and the regulated area removed.

Friable asbestos floor tile and mastic removal shall be removed within a pressure differential enclosure using the following work practices:

- 1) First a pressure differential enclosure shall be constructed as noted in previous sections.
- 2) Carpet, if present, shall be removed as non-asbestos containing and left onsite for disposal by the demolition contractor. If floor tile starts coming up with the carpet, asbestos signage shall be installed, and carpet removed and packaged as asbestos.
- 3) Asbestos floor tile will be adequately wetted to reduce or eliminate airborne asbestos fibers during removal.
- 4) Asbestos floor tile shall be removed via mechanical and manual methods such as a ride on floor machine (Twister), Robert's bars, spuds bars or similar hand tools.
- 5) Flooring debris will be promptly collected and packaged in line fiber drums or produce boxes.
- 6) Employees will take care to maintain adequate wetness during all phases of abatement.
- 7) Once all floor tile has been removed and properly packaged, waste shall be loaded out to the drop box for proper storage.
- 8) After all, properly packaged waste has been removed from the enclosure, chemical mastic removal may begin.
- 9) Asbestos containing mastic will be sufficiently wetted with a low odor chemical mastic remover to eliminate potential airborne asbestos fibers from being released during removal.
- 10) Mastic remover shall be applied using pump up sprayers. Once applied, the mastic remover shall be agitated with brooms and scrub pads. Automated floor buffers will be used to remove the majority of the mastic from the concrete substrate.
- 11) Personnel will utilize manual scrapers and pole sanders with scrub pads attached to clean along wall edges and small work areas.
- 12) Once the mastic removal chemical renders the mastic into a sludge, the gross mastic material will be collected using absorbents and rags.

- 13) The mastic/chemical sludge will be placed into asbestos bags or lined fiber drums for disposal.
- 14) Personnel will use additional absorbents as necessary. Care shall be taken to ensure no free liquids are packaged.
- 15) Once gross mastic has been removed, final cleaning of the surfaces will be performed using brushers, scrub pads, rags or similar cleaning tools as necessary. Wet methods will continue to be utilized.
- 16) Once all surfaces have been detail cleaned, a visual inspection will be conducted by PNE's Competent Person, and Owner's representative, if any.
- 17) Following the passing of the visual inspection, a lock down encapsulant (Fiberset PM) will be applied to all surfaces within the enclosure using an airless sprayer.
- 18) After applying the lock down encapsulant the air will be allowed to settle for a minimum of 30 minutes before final clearance monitoring begins.
- 19) Final PCM air clearance samples will be collected and analyzed by Owner's representative.
- 20) Once final air clearance samples have been analyzed, and PNE receives written confirmation that the post abatement air clearances have passed, the enclosure systems will be removed and packaged as asbestos waste.

Friable asbestos floor tile, mastic, and plywood underlayment removal shall be removed within a pressure differential enclosure using the following work practices:

- 1) First a pressure differential enclosure shall be constructed as noted in previous sections.
- 2) Carpet, if present, shall be removed as non-asbestos containing and left onsite for disposal by the demolition contractor. If floor tile starts coming up with the carpet, asbestos signage shall be installed, and carpet removed and packaged as asbestos.
- 3) Asbestos floor tile will be adequately wetted to reduce or eliminate airborne asbestos fibers during removal.
- 4) Asbestos floor tile, mastic, and plywood underlayment shall be removed via mechanical and manual methods.
- 5) Sections of the floor will be cut via worm drive skill saw and then removed via burk bar or similar tool. Plywood will then be stacked onto pallets and wrapped with two layers of 6 mil poly and sealed with duct tape and spray glue. Asbestos stickers and generator labels to be applied to each package.
- 6) Misc. casework and lockers will be removed to access asbestos flooring and underlayment so it can be removed.
- 7) Flooring debris will be promptly collected and packaged in line fiber drums or produce boxes.
- 8) Employees will take care to maintain adequate wetness during all phases of abatement.
- 9) Once all floor tile, mastic, and plywood underlayment has been removed and properly packaged, waste shall be loaded out to the drop box for proper storage.
- 10) After all, properly packaged waste has been removed from the enclosure, final cleaning may begin.
- 11) Final cleaning shall be performed via HEPA vacuuming and wet wiping as needed.
- 12) Once all surfaces have been detail cleaned, a visual inspection will be conducted by PNE's Competent Person, and Owner's representative, if any.
- 13) Following the passing of the visual inspection, a lock down encapsulant (Fiberset PM) will be applied to all surfaces within the enclosure using an airless sprayer.
- 14) After applying the lock down encapsulant the air will be allowed to settle for a minimum of 30 minutes before final clearance monitoring begins.
- 15) Final PCM air clearance samples will be collected and analyzed by Owner's representative.
- 16) Once final air clearance samples have been analyzed, and PNE receives written confirmation that the post abatement air clearances have passed, the enclosure systems will be removed and packaged as asbestos waste.

Air Monitoring

PNE's Competent Person will perform OSHA compliant air monitoring on our personnel and area monitoring adjacent to our regulated areas.

Air monitoring conducted by PNE will be performed in accordance to OSHA standard (29 CFR 1926.1101). Air monitoring samples collected will be sent to QuanTEM Laboratories, 2033 Heritage Park Dr., Oklahoma City, OK 73120 for analysis. Personal air monitoring results shall be posted on site once analysis reports are received from the lab.

Personal Air Monitoring - sampling shall be performed using 25mm asbestos cassettes and Sensidyne BDX II personal air samplers.

Area Air Monitoring - sampling shall be performed using 25mm asbestos cassettes and Allegro high-volume area pumps.

Permits & Notices

DEQ ASN-1 Full Scale Friable Abatement Notification – Old Middle School
 DEQ ASN-2 Annual Small Scale Friable Abatement – Aquatic Center

DEQ ASN-4 Waste Manifest – This document will accompany waste to the landfill. Signed/stamped manifest to be provided as part of PNE’s closeout report.

Notice of Abatement Operations – To be addressed and posted in and around the affected work area. This notice will be addressed during the preparatory meeting and at weekly safety meetings to ensure all other trades are aware of active abatement areas.

Waste Packaging, Handling & Storage Procedures

All asbestos waste will be properly packaged in two each, one yellow and one clear, asbestos labeled 6mil bag, lined fiber drum or equivalent.

- 1) Containers used for packaging asbestos waste will include 2 ea (yellow & clear) 6 mil asbestos disposal bags, lined fiber drum or equivalent. The materials that will be packaged as asbestos containing waste will include asbestos materials slated for abatement, poly used in the containment process, PPE and rags/absorbents.
- 2) PNE’s Competent Person will ensure each bag or waste package contains an adequate amount of water/moisture inside the bag prior to sealing the bag using a piece of duct tape to create a gooseneck tie at the top of the bag.
- 3) A paper generator label containing the contractor’s name and address, the Owner name and address, the Facility name and address and the date will be glued to the inner yellow bag in a manner which will allow it to be viewed through the outer clear bag.
- 4) The labeled yellow bag will then be placed inside a clear 6 mil poly asbestos disposal bag.
- 5) The clear bag will be sealed using a piece of duct tape to create a gooseneck tie at the top of the bag.
- 6) Waste bags will be transported to PNE’s vehicle or drop box via either a covered cart or physically carrying the waste bags (depending on # of bags).
- 7) The transport vehicle or drop box will be kept locked and may only be accessed by trained, authorized personnel.

<p>Contractor Pacific Northwest Environmental 19645 SE Sunnyside Rd. Damascus, OR 97089</p> <p>Generation Site Olin Bignall Aquatic Center 3905 Pleasant St. Sandy, OR</p> <p>Property Owner City of Sandy 39250 Pioneer Blvd. Sandy, OR 97055</p>	<p style="text-align: center;">DANGER CONTAINS ASBESTOS FIBERS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE DUST AVOID CREATING DUST</p>
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Disposal Sites and Procedures

Asbestos:

Asbestos containing waste will be wetted and packaged in lined fiber drums, lined produce box, 1 each yellow/clear asbestos bag or equivalent. Large pieces will be double wrapped in 6 mil poly sheeting with all required warning signs/label, owner information and be transported in enclosed containers or vehicles to the following location(s):

Hillsboro Landfill
3205 SE Minter Bridge Rd.
Hillsboro, OR 97123

Personnel Training

PNE personnel have completed the following training:

Olin Bignall Aquatic Center & Old Middle School - AHAP

- Oregon Asbestos Abatement Certification (Supervisor & Workers)
- Lead in Construction Training
- Lead Safe Work Practices
- General Construction Safety Training
- Hazard Communication Training
- Respiratory Protection Training

All personnel working on this worksite will have current certification from our physician to be medically fit to don a respirator and perform abatement activities in accordance with PNE's Respiratory Protection & Medical Monitoring Program.

All personnel working at this worksite shall have a current qualitative fit test for the respirator selected for use at this site.

Documentation

PNE will provide a project closeout report following completion of removal activities and disposal of asbestos containing waste as outlined in the project specifications. Below are some of the items to be included in the closeout report:

- Daily Activity Report (journal, inspections, safety meetings, pre-task planning worksheets, etc.)
- Regulated Area Entry/Exit Log
- DEQ ASN-4 Asbestos Waste Manifests (signed)
- Construction Debris Waste Shipment Reports (signed)
- Air Monitoring (OSHA Compliance)
- Photographs of work activities
- Initial and final ASN-1 Notification
- Certified Payroll Reports

Postings

Project signage, warnings and postings will be maintained and easily visible by all individuals entering work areas.

- SDS / MSDS book will be posted onsite prior to use of any chemicals. Howard S. Wright will receive a copy and a copy will be posted adjacent to the work area. PNE's crew shall be made aware of the location.
- Asbestos abatement work areas will be demarcated with Danger Asbestos Barrier Tape and proper signage prior to abatement activities.
- Worker Certifications will be provided as a pre-work submittal and shall be posted during all abatement activities.
- Regulated Area Entry/Exit logs will be posted at the entry/exit to all work areas.
- All required State/Federal postings and wage rates will be posted at this worksite. Job postings board will be located inside PNE's job trailer where it can be viewed by all personnel.

Schedule

Anticipated schedule: **September 19th, 2023 for official Notice to Proceed.**

Work expected to be performed **Monday – Friday**, 7:00am to 3:30pm.

It is expected that the work will be performed in a single phase.

Staging & Laydown Areas

All laydown and staging areas will be approved by the City of Sandy. PNE will coordinate placement of job trailers, drop boxes and equipment with the City of Sandy and Certified Environmental.

Site Emergency Procedures & Contact Information

In the event of any emergency on site PNE will follow all procedures and protocols set forth by the City of Sandy and Certified Environmental. PNE's Competent Person shall notify relevant parties via land line or cell phone. Emergency contact numbers will be posted directly outside PNE's active work area(s).

PNE's Competent Person shall notify designated parties of any breaches or spills. In the event of a breach or spill, PNE personnel shall immediately contain and clean up the spill. PNE's Competent Person shall notify Certified Environmental immediately of the event and corrective action taken.

PNE Emergency Contacts

Chad Weiler
Estimator/Project Manager
503-891-9982

Sam Steele
Supervisor
503-878-1592

Pacific Northwest Environmental
Main Office
503-218-2070

Dante Fogarty
Asst. Project Manager
503-847-8905

Anthony Heisler
Supervisor
503-866-0699



Pacific Northwest Environmental LLC

NOTICE OF ABATEMENT OPERATIONS

Notice delivered to: _____

Received By: _____

Date: _____

THIS NOTICE IS PROVIDED TO INFORM YOU THAT PACIFIC NORTHWEST ENVIRONMENTAL WILL BE PERFORMING ASBESTOS and/or LEAD ABATEMENT ACTIVITIES AT:

Facility Name: Olin Bignall Aquatic Center

Location: Mechanical Rooms

City: Sandy State: Oregon

From: _____ To: _____

**ASBESTOS IS KNOWN TO CAUSE CANCER & LUNG DISEASES.
LEAD IS CONSIDERED A POISON AND CAN BE TOXIC TO HUMANS.
PLEASE OBEY ALL WARNING SIGNS AND BARRIERS ERECTED BY OUR PERSONNEL.**

If you must provide emergency services that require crossing into a regulated area, please wear the appropriate protective equipment. Please do not cut through or tear down any plastic barriers.

Please contact our site Supervisor if you need any further information.

Our on-site Supervisor is:

Anthony Heisler 503-866-0699 / Sam Steele 503-878-1592



Pacific Northwest Environmental LLC

NOTICE OF ABATEMENT OPERATIONS

Notice delivered to: _____

Received By: _____

Date: _____

THIS NOTICE IS PROVIDED TO INFORM YOU THAT PACIFIC NORTHWEST ENVIRONMENTAL WILL BE PERFORMING ASBESTOS and/or LEAD ABATEMENT ACTIVITIES AT:

Facility Name: Old Middle School

Location: Throughout School

City: Sandy State: Oregon

From: _____ To: _____

**ASBESTOS IS KNOWN TO CAUSE CANCER & LUNG DISEASES.
LEAD IS CONSIDERED A POISON AND CAN BE TOXIC TO HUMANS.
PLEASE OBEY ALL WARNING SIGNS AND BARRIERS ERECTED BY OUR PERSONNEL.**

If you must provide emergency services that require crossing into a regulated area, please wear the appropriate protective equipment. Please do not cut through or tear down any plastic barriers.

Please contact our site Supervisor if you need any further information.

Our on-site Supervisor is:

Anthony Heisler 503-866-0699 / Sam Steele 503-878-1592

AHERA Project Designer Review & Approval

Chad Weiler

9/05/2023

Signature

Date

Project Consultant Review & Approval

Signature

Date

THE ASBESTOS INSTITUTE

Certifies that

Chad Weiler

has attended and received instruction in the EPA approved course

AHERA Project Designer Refresher

on

February 07, 2023

and successfully completed and passed the competency exam.

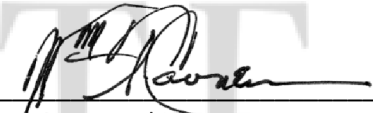
Certificate:
ON-4653-11759-020723

Date of Examination:
7-Feb-2023

Date of Expiration:
07-Feb-2024



William T. Cavness
Director



Approved Instructor

THE ASBESTOS INSTITUTE

20033 N. 19th Ave, Building 6, Phoenix, AZ 85027

602-864-6564 – www.theasbestosinstitute.com

This training meets all requirements for asbestos certification under Toxic Substance Control Act Title II.

ORIGIN ID:ADWA (607) 428-5279
PETER TAM
BONDING & INS SPECIALISTS
3623 GENTLE BREEZE DRIVE
UPPER MARLBORO, MD 20772
UNITED STATES US

SHIP DATE: 05SEP23
ACTWGT: 1.00 LB
CAD: 5798396/NET14640
BILL RECIPIENT

TO CHAD M WEILER
PACIFIC NORTHWEST ENVIRONMENTAL LLC
19645 SE SUNNYSIDE ROAD

DAMASCUS OR 97089
REF-
DEPT
PO
NV
(503) 218-2080

583J3/CEED/9AE3



422122875181uv

TRK# 7733 1398 2409
0201
WED - 06 SEP 12:00P
PRIORITY OVERNIGHT

XW CHZA
OR-US PDX
97089



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

The City of Sandy

2.6 FORM OF PERFORMANCE BOND

Bond No. SU 1196492-0000 Bond Value: \$ 150,365.00 Invitation to Bid No. ITB003

Principal: <u>Pacific Northwest Environmental, LLC</u>	Surety: <u>Arch Insurance Company</u>	Obligee: <u>The City of Sandy</u>
Address: <u>1964S SE Sunnyside Rd.</u> <u>Damascus, OR 97089</u>	Address: <u>3 Harborside Pl, 210 Hudson St Suite 300</u> <u>Jersey City, NJ 07302</u>	Address: <u>38348 Pioneer Boulevard</u> <u>Sandy, OR 97055</u>
Phone: <u>(503) 218-2080</u>	Phone: <u>(201) 266-5870</u>	Phone: <u>(503) 668-5569</u>

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: Asbestos Removal of the Olin Bignall Aquatic Center & Old Middle School

We, Pacific Northwest Environmental, LLC as Principal, and the above identified Surety, 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 the Obligee the sum of (Total Penal Sum of Bond) \$ 150,365.00.

and

WHEREAS, the Principal has entered into a contract with the Obligee, 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 complies with the terms, conditions and provisions of the Contract, in all respects, and within the time prescribed therein, or as may be extended pursuant to the terms of the Contract, with or without notice to the Surety, and shall in all respects perform the Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect. Whenever the Principal is in default under the Contract and is declared by the Obligee to be in default, the Surety must remedy the default, assume and complete the Contract in accordance with its terms and conditions, or obtain another to complete the Contract (and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract).

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. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be responsible for the payment of any premiums.

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

Dated this	<u>6th</u>	day of	<u>September</u>	<u>20</u>	<u>23</u>
PRINCIPAL:	<u>Pacific Northwest Environmental, LLC</u>		SURETY:	<u>Arch Insurance Company</u>	
By:			BY ATTORNEY-IN-FACT:	<u>[Power-of-Attorney must accompany each surety bond]</u>	
	Signature	<u>Peter Tam</u>		Name	
	Official Capacity			Signature	
Attest:	<u>67 Main Street</u>		Address		
	Corporation Secretary	<u>Cortland</u>	<u>NY</u>	<u>13045</u>	Zip
		<u>(607) 756-4970</u>	<u>n/a</u>		Phone Fax

NEW YORK STATE NOTARY ACKNOWLEDGMENT

THE STATE OF NEW YORK

COUNTY OF CORTLAND

On the 9/16/2023 before me, the undersigned, personally appeared Peter Tam personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sarah E West

Notary Public Signature

Print: Sarah E. West

Title or Office: Notary

My commission expires: August 3, 2026

Sarah E. West
Notary Public, State of New York
No. 01WE6011309
Qualified in Cortland County
Commission Expires Aug 3, 2026

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Daniel McNeil III, David Byrne, Olga Garza, Pauline Perlongo, Peter Tam and William A. Ballay of Orland Park, IL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

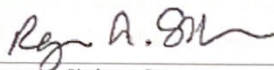
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of July, 2023.

Attested and Certified

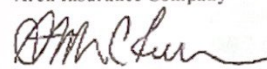


Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

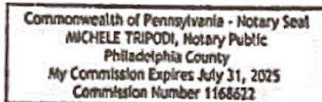


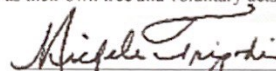
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



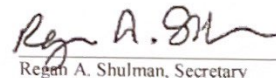


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 6, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of September, 2023.



Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*


ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

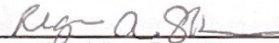
Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	<u>1,233,903,208</u>
 Total Assets	 <u>\$ 8,413,423,046</u>

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	<u>983,651,831</u>
 Total Liabilities	 <u>\$6,432,827,348</u>
 Surplus as regards policyholders	 <u>1,980,595,698</u>
 Total Surplus and Liabilities	 <u>\$8,413,423,046</u>

By: 

Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 

Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and
Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027

The City of Sandy

2.7 FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. SU 1196492-0000 Bond Value: \$ 150,365.00 Invitation to Bid No. ITB003

Principal: <u>Pacific Northwest Environmental, LLC</u>	Surety: <u>Arch Insurance Company</u>	Obligee: <u>The City of Sandy</u>
Address: <u>19645 SE Sunnyside Rd.</u> <u>Damascus, OR 97089</u>	Address: <u>3 Harborside Pl, 210 Hudson St Suite 300</u> <u>Jersey City, NJ 07302</u>	Address: <u>38348 Pioneer Boulevard</u> <u>Sandy, OR 97055</u>
Phone: <u>(503) 218-2080</u>	Phone: <u>(201) 266-5870</u>	Phone: <u>(503) 668-5569</u>

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: Asbestos Removal of the Olin Bignall Aquatic Center & Old Middle School. We, Pacific Northwest Environmental, LLC as Principal, and the above identified Surety, 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 the Obligee the sum of (Total Penal Sum of Bond) \$150,365.00.

and

WHEREAS, the Principal has entered into a contract with the Obligee, 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 the Obligee, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligee on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, 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 the Obligee 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. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

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

Dated this	<u>6th</u>	day of	<u>September</u>	<u>20</u>	<u>23</u>
PRINCIPAL:	<u>Pacific Northwest Environmental, LLC</u>		SURETY:	<u>Arch Insurance Company</u>	
By:			BY ATTORNEY-IN-FACT:		
			<i>[Power-of-Attorney must accompany each surety bond]</i>		
	Signature	<u>Peter Tam</u>		Name	
	Official Capacity			Signature	
Attest:			<u>67 Main Street</u>	Address	
			<u>Cortland</u>	NY	<u>13045</u>
			City	State	Zip
			<u>(607) 756-4970</u>	n/a	
			Phone	Fax	

NEW YORK STATE NOTARY ACKNOWLEDGMENT

THE STATE OF NEW YORK

COUNTY OF CORTLAND

On the 9/6/2023 before me, the undersigned, personally appeared Peter Tam personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sarah E West

Notary Public Signature

Print: Sarah E. West

Title or Office: Notary

My commission expires: August 3, 2026

Sarah E. West

Notary Public, State of New York

No. 01WE6011309

Qualified in Cortland County

Commission Expires Aug 3, 2026

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Daniel McNeil III, David Byrne, Olga Garza, Pauline Perlongo, Peter Tam and William A. Ballay of Orland Park, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of July, 2023.

Attested and Certified

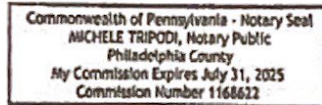
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 6, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of September, 2023.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.


ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

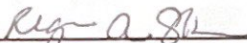
Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	<u>1,233,903,208</u>
 Total Assets	 <u>\$ 8,413,423,046</u>

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	<u>983,651,831</u>
 Total Liabilities	 \$6,432,827,348
 Surplus as regards policyholders	 <u>1,980,595,698</u>
 Total Surplus and Liabilities	 <u>\$8,413,423,046</u>

By: 

Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 

Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and
Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027



39250 Pioneer Blvd
Sandy, OR 97055
503.668.5533

Vendor Application

A City Vendor is a business, person, firm, corporation or other business entity that has applied and is registered with the City of Sandy to supply or fulfill the City’s demand for goods and services. The Business must be fully licensed if required by the State of Oregon. To become a City vendor all of the following are required:

- Apply as a Vendor with the City of Sandy
- Register for a Business License with the Business Department if the business is located in the City of Sandy
- Submit a current W-9 with application.

<u>27-0834896</u>	<u>0002-01921</u>		
Federal Tax Id Number	City of Sandy Business License Number		
<u>Pacific Northwest Environmental, LLC</u>	<u></u>		
Company Name	DBA		
<u>19645 SE Sunnyside Rd.</u>	<u>Damascus</u>	<u>OR</u>	<u>97089</u>
Company Address	City	State	Zip Code
<u>503-218-2080</u>	<u>503-658-6609</u>		
Phone Number	Fax Number		

<u>Douglas Fields</u>	<u>CFO</u>
Contact Person	Title
<u>503-218-2072</u>	<u>doug@pnwellc.com</u>
Phone Number	Email Address

Check this box if the Billing Address is the same as the Company Address. Otherwise please complete the following.

_____ Address	_____ Suite/Unit#		
_____ Country	_____ City	_____ State	_____ Zip Code
_____ Phone Number	_____ Fax Number		
_____ Contact Person	_____ Title		

Principal Line of Business: Environmental Contractor

How long in present business: 14 Years




39250 Pioneer Blvd
Sandy, OR 97055
503.668.5533

EFT Authorization Form

Company Name:	Pacific Northwest Environmental LLC
Address:	19645 SE Sunnyside Road
	Damascus, OR 97089
Contact Name:	Douglas Fields
Contact Phone Number:	(503)218-2080 Ext 2072
Remittance Email Address:	pnear@pnwellc.com

Name of Financial Institution:	JP Morgan Chase
Address:	12400 SE Sunnyside Road
	Clackamas, OR 97015
Routing/ABA:	325070760
Account Number:	575700807

Authorized Signature(s):



Print Name/Title:

Douglas Fields

CFO

Date: 9/6/2023

Please attached voided check.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pacific Northwest Environmental, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> S </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 19645 SE Sunnyside Road</p> <p>6 City, state, and ZIP code Damascus, OR 97089</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7	-	0	8	3	4	8	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	CFO	Date ▶ 01/06/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.