



**REQUEST FOR BIDS**

**GRAHAM OAKS  
NATURE PARK  
IMPROVEMENTS**

**RFB 10-1468**

**July 2009**

Prepared by:

**METRO**

Regional Parks and Greenspaces

600 NE Grand Ave.

Portland, OR 97232-2736

(503) 797-1815

Fax (503) 797-1796

[www.oregonmetro.gov](http://www.oregonmetro.gov)



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**BIDS DUE 1:00 PM**  
**August 10, 2009**



## Public Improvement Bid Response

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Metro Regional Parks and Greenspaces Department hereby requests sealed bids for construction of park facility and public road improvements at Graham Oaks Nature Park, located at 11825 Wilsonville Road, in Wilsonville, Oregon. Bids are due (postmarks and faxes are not accepted for formal bids) no later than 1:00 p.m. August 10, 2009, at Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232, Attention: Darin Matthews, Procurement Officer. First Tier Subcontractor forms are due from all bidders within two hours of the bid due time or the bid will be considered non-responsive.

All bids must be submitted in sealed envelopes that clearly identify the item(s) as stated in the RFB. Bidding documents, (including plans and specifications depicting the work) may be examined at Metro, 600 NE Grand Avenue, Portland, OR 97232 from 8:30 a.m. until 4:00 p.m., Monday through Friday, by calling (503) 797-1870 (Patricia Sullivan) to make an appointment to review. Bidding documents may be purchased from Ford Graphics at 1431 NW 17<sup>th</sup> Avenue Portland, OR or by calling (503) 227-3424. This project is available online at PlanWell. Go to [www.fordgraphics.com](http://www.fordgraphics.com), select Oregon/ SW Washington region, then select PlanWell – enter, then select Public Projects and then the project name (Graham Oaks Nature Park) from the list. Drawings, planholders list and bid instructions may be viewed and purchased online. For help call Ford Graphics Bid Services department at (503) 227-3424. Bidders that receive a full set of plans and specifications will be added to the Planholders list and receive any addenda issued.

All bids must conform to the RFB format and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov) or call (503) 797-1536.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

An Voluntary Pre-Bid Conference is scheduled for all potential prime and sub-contractors on July 28, 2009, at 10:00 a.m. in the Amelia Room at the Oregon Association of Minority (OAME) at 4134 N. Vancouver Ave.; Portland, OR 97232. Interested sub-contractors are also invited. A plan set is also available for review at OAME.

This project will be subject to prevailing wage requirements as established by the Oregon Bureau of Labor and Industries (BOLI). By submitting a bid, all bidders certify that they will pay and comply with minimum prevailing wage requirements of ORS 279C.800-279C.870.



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Portland, OR 97232-2736  
(503) 797-1700

## **Public Improvement Bid Response**

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For all construction projects over \$25,000, all bidders must be licensed with the Construction Contractors Board or the State Landscape Contractors Board. (ORS 279C.365 (1)(k)).

Metro Code provisions 2.04.100 and 200 require all Bidders/Proposers to follow and document a specific good faith outreach effort to State certified Minority, Women and Emerging Small Businesses. Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required at the time of Bid Opening/Proposal Submission.



# Public Improvement Bid Response

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# Public Improvement Bid Response

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## INVITATION TO BID

Metro is requesting bids for construction of construction of park and public road frontage improvements including but not limited to a street improvements, utilities, parking lot, restroom, picnic shelter, trail improvements, pedestrian bridges, boardwalk, planting and irrigation. (RFB #10-1468). Potential bidders may obtain bid documents by contacting Ford Graphics. Sealed bids must be enclosed in a sealed envelope and mailed or delivered to Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, to the attention of Darin Matthews, Procurement Officer, no later than 1:00 p.m. PST, August 10, 2009, and will be publicly opened and read at that time in Room 370.

### Description of Work

- A.** Metro requires the services of an experienced contractor to construct park and road frontage improvements within the Graham Oaks Nature Park owned by Metro.
- B.** The main trailhead to the park will be sited off of 11825 Wilsonville Road. Improvements will include a street improvements, driveway, parking lot, water quality swales, restroom, picnic shelter, seat walls, trellises, planting and irrigation,
- C.** Construct asphalt and gravel trail improvements including pedestrian bridges and boardwalks.
- D.** Installation and hook-up of all necessary utilities.

### Qualifications

Contractor must have five or more years of successful experience developing public parks and trails. Qualifications and references shall be supplied with bid. Metro reserves the right to evaluate, approve or reject firms on the basis of their review.

Bidder must identify the following in the bid submittal:

1. Equipment available to conduct the work.
2. Description of expertise to perform the work.
3. Projects of similar scope completed in the last five years.
4. Number of full-time employees to be assigned to the project.
5. References for projects of similar scope completed in the last five years.
6. Disclosure of any claims or suits in which the Bidder was found "not responsible" under Oregon public contracting laws.
7. Indication of satisfactory record of integrity in accordance with standards for Conduct Disqualification under OAR 137-049-0370.

## INSTRUCTIONS TO BIDDERS

### **BID**

Metro is soliciting Bids for construction services to construct park and public road improvements at its Graham Oaks Nature Park (RFB #10-1468). Bids must be enclosed in a sealed envelope and mailed or delivered to, Metro, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Darin Matthews, Procurement Officer.

All bids must be received no later than 1:00 p.m. August 10, 2009, and will be publicly opened and read at that time in Room 370 at Metro Regional Center. First tier subcontractors' forms are due from all bidders within two hours of the bid due time or the bid will be considered non-responsive (by 3:00 p.m.). A bid may not be submitted by Facsimile (FAX) transmittal or electronically by email.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.



# Public Improvement Bid Response

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All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or their authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, the Bidder must return them with the bid response.

## **COST OF BID**

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

## **ERRORS/OMISSIONS**

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

## **ADDENDA TO PLANS OR SPECIFICATIONS**

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, Rodney Wojtanik at [rod.wojtanik@oregonmetro.gov](mailto:rod.wojtanik@oregonmetro.gov), in writing at least five (5) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

## **MODIFICATION OF BID**

An offer to modify the bid that is received from the successful Bidder after award of contract that makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

## **WITHDRAWAL OF BIDS**

A Bidder may withdraw its bid in person, or by written or telegraphic request, which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by facsimile (FAX). Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

## **LATE BID**

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

## **EXECUTION**

Each Bid shall give the Bidder's full business address and bear its legal signature.



# Public Improvement Bid Response

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Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore non-responsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

## **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

## **COMPLIANCE**

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

## **ELIGIBILITY**

Prior to submitting a Bid, all Bidders (and subcontractors of bidders) on public works/construction projects are required to be registered with the State of Oregon Construction Contractors Board pursuant to ORS 701.035.

## **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov) or call (503) 797-1536.

## **PERMITS AND LICENSES**

Each Bidder shall obtain and include in their Bid the cost for all trade permits and licenses, which may be required to perform the contract. Metro will secure and pay for the Clackamas County issued Grading Permit and Structural Building permits for the Bridges and Trellis Work. Metro will secure and pay for the City of Wilsonville issued Public Works (Right-of-Way) Permit, Grading Permit, and Building permits for the Restroom and Picnic Shelter and Erosion Control Permit. Metro will also secure and pay for the United States Army Corps of Engineers and Division of State Lands Removal/Fill Permit and Department of Environmental Quality NPDES 1200-C permit. The Contractor will receive a Notice to Proceed once all Owner secured permits have been issued by the relevant regulatory agencies.



# Public Improvement Bid Response

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## **CONFLICT OF INTEREST**

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **IMMATERIAL VARIANCES**

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

## **LATEST MODEL**

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

## **"OR APPROVED EQUAL" CLAUSE**

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to their brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material, which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days (August 3, 2009) prior to the Bid opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least seventy two (72) hours prior to the Bid opening date and time.

## **RECYCLABLE PRODUCTS**

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.



# Public Improvement Bid Response

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## RECYCLED PRODUCTS AS BID ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are available from the Metro Procurement Office.

## QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased or installed to achieve the intent of the design. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase or install any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

## TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after an approved invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

## PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be Freight on Board (F.O.B.) the destination designated by Metro.

## WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/construction project shall provide at minimum a one-year guaranty on all materials and workmanship.

## SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.



# Public Improvement Bid Response

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## **BID SECURITY**

All bids must be accompanied by bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in Oregon. Security shall be in the amount of 5% of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance within the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

## **RESIDENT/NON-RESIDENT BIDDER**

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

## **EXPERIENCE AND ABILITY TO PERFORM THE WORK**

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.055 and ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

### Park and Trail Experience

The Contractor or sub-contractor shall have a minimum of five years of construction experience with direct experience in each of the following tasks:

- Grading, excavating, or earth-moving associated with the construction of public parks, asphalt and gravel trail systems, and public right of way improvements
- Automatic Irrigation systems
- Porous pavement systems
- Full and Partial-bench trail construction
- Pedestrian bridge and boardwalk installation
- Sanitary Lift Station Step systems prefabricated structure assembly

The Contractor and/or First Tier sub-contractor shall provide a list of three (3) different project references with their Bid submission. These references will be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the form provided in this section.

### On-site Sanitary System Experience

The Contractor or sub-contractor shall have three years of proven on-site sanitary system installation experience. The Contractor or sub-contractor is required to have a valid Installer license from the State of Oregon to install on-site sanitary systems or parts of the on-site sanitary systems, or to perform the grading, excavating, or earth-moving work associated with the construction of installation of the on-site sanitary systems.

The Contractor or sub-contractor must have at least one individual who is certified under OAR 340-071-0650 who will supervise installation of the on-site sanitary systems of the licensee.



## **Public Improvement Bid Response**

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The Contractor or sub-contractor must provide documentation that they have successfully completed the specified system's installation training program. The Contractor or sub-contractor must have experience in the installation of large sanitary systems, designed to serve multiple households, commercial installations, campgrounds, or recreational facilities.

The Contractor or sub-contractor shall provide a list of three different project references with their Bid submission. These references will be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the form provided in this section.

### **BASIS OF AWARD**

The award shall be made to the responsible Bidder submitting the lowest responsive bid submitting the lowest total BASE BID.

Any determination of bidder's responsibility or responsiveness is subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro. Only those bidders that, in the sole opinion of Metro, meet the minimum experience requirements shall be considered to be responsible bidders.

### **NOTICE OF AWARD**

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

### **CONTRACT**

Within ten (10) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro.

### **COMMENCEMENT OF WORK**

Prior to starting work on a contract or sub-contract for a public works project, a contractor or sub-contractor shall file a public works bond with the Construction Contractors Board. Bond shall be from a corporate surety authorized to do business in the state of Oregon and be in the amount of \$30,000 and shall comply with all other requirements of ORS 279C.800 to 279C.870. Contractor shall provide written documentation of bond number(s) of bond(s) for contractor and all sub contractor(s) to Metro Project Manager with original bid or prior to starting project work.

### **BID SECURITY**

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

### **BONDS**

Within seven (7) days of notification of award, the Contractor shall provide the following:

- A performance bond in an amount equal to 100 percent of the contract price.
- A Labor and Materials bond in an amount equal to 100 percent of the contract price.

### **FOREIGN CONTRACTOR**



# Public Improvement Bid Response

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A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

## INSURANCE

The Contractor shall purchase and maintain at their expense the following types of insurance covering the Contractor, and their employees and agents.

1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

Metro, its councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

## WORKERS' COMPENSATION

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

## NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without the prior written consent of the Procurement Officer.

## HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his or her control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at (503)797-1615.



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## **DELIVERY TIMES**

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

## **FAILURE TO PERFORM**

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

## **PATENTS**

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

## **INVOICES**

Invoices shall be prepared and submitted on AIA Form G702, Application and Certificate for Payment, and AIA Form G703, Continuation Sheet unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered.

## **LAW OF STATE OF OREGON**

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

## **PREVAILING WAGE**

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279C.800 through 279C.870 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries. This project is covered by appropriate Bureau of Labor and Industries (BOLI) prevailing wage rates available at <http://www.boli.state.or.us> or by calling the State of Oregon Bureau of Labor and Industries at (971) 673-0839. If the project is subject to Davis-Bacon Act (40U.S.C. 276A), Contractor and all sub-contractors shall pay the higher rate of state or federal prevailing wages.

Bureau of Labor and Industries  
Wage and Hour Division  
Prevailing Wage Unit  
800 NE Oregon Street, #32  
Portland, OR 97232  
[www.boli.state.or.us](http://www.boli.state.or.us)

## **CERTIFIED PAYROLL**

The Contractor and all sub-contractors, in compliance with ORS 279C.845, shall file certified payroll statements with Metro Project Manager to be due once per month by the fifth business day of the following month. Metro shall retain 25%



**METRO**

600 NE Grand Ave.  
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(503) 797-1700

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of any amount earned by Contractor if certified payrolls are not submitted as required. Contractor shall retain 25% of sub-contractor earnings if sub-contractor certified payrolls are not submitted as required. Upon receipt of appropriate certified payrolls, Metro and Contractor shall release any amounts so retained within 14 days.

### **MINORITY, ESB AND WOMEN-OWNED BUSINESS PROGRAM**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) sub-contractors to the maximum extent practical.

Copies of these MWESB requirements are available from the Metro Procurement Services Office, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1816.

### **NOTICE TO ALL BIDDERS**

The public contract included herein is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.



# Public Improvement Bid Response

## CONTENTS

Note: The following documents (1-12) **must be returned** as part of the bid response or the bid will be considered non-responsive.

|    | Bid Response Packet Contents             | Form #  | Due By Bid Due Date and Time | Due Within Two Hours of Bid Closing | Due Within Seven Days of Award Notification |
|----|--|---------|------------------------------|-------------------------------------|---|
| 1  | Bidder's Checklist                       | 3601    | ✓                            |                                     |   |
| 2  | Bid Forms                                | 701     | ✓                            |                                     |   |
| 3  | Schedule of Bid Prices                   | 801     | ✓                            |                                     |   |
| 4  | First-Tier Subcontractor Disclosure Form | 2401    |                              | ✓                                   |   |
| 5  | Addenda/Surety                           | 2701    | ✓                            |                                     |   |
| 6  | Good Faith/ MBE/WBE/ESB Program Form     | 2801    |                              | ✓                                   |   |
| 7  | Resident/Non-Resident Bidder Status      | 3801    | ✓                            |                                     |   |
| 8  | Contractor Qualification Statement       | 3201    | ✓                            |                                     |   |
| 9  | Drug Certification Form                  | 2301    | ✓                            |                                     |   |
| 10 | Signature Page                           | 4901    | ✓                            |                                     |   |
| 11 | Non-Collusion Affidavit                  | 5001    | ✓                            |                                     |   |
| 12 | Bid Bond                                 | 2001    | ✓                            |                                     |   |
| 13 | Labor & Material Payments Bond           | 2101    |                              |                                     | ✓   |
| 14 | Performance Bond                         | 2201    |                              |                                     | ✓   |
| 15 | Combined Performance and Payment Bond    | 1901    |                              |                                     | ✓   |
| 16 | Standard Public Contract                 | 601-1-A |                              |                                     | ✓   |
| 17 | Scope of Work- Attachment A              | 3301    |                              |                                     | ✓   |



# Public Improvement Bid Response

## BIDDER'S CHECKLIST

FIRM \_\_\_\_\_  
 NAME \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

**BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:**

(Contractor shall check or complete all applicable boxes)

(To Be Submitted by 1:00 p.m. on Bid Due Date)

**(BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS\*)**

1. **BID\***
2. **BID BOND\***: Bidder has complied with Metro's requirements for \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein.
3. **CONFLICT OF INTEREST\***: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
4. **RESIDENT/NON-RESIDENT\***: Undersigned Bidder states that it is a  resident or  non-resident of the state of Oregon. State in which Bidder resides: \_\_\_\_\_
5. **TYPE OF BUSINESS ORGANIZATION\***: Bidder operates as  an individual,  a corporation, incorporated under the laws of the state of \_\_\_\_\_,  a non-profit organization,  a partnership. (If partnership, attach names of the partners)
6. **OREGON LICENSE\***: If a corporation,  it is, or  is not, licensed with Oregon Corporation Commission
7. **REGISTRATION NO\***: \_\_\_\_\_ with Construction Contractors Board.
8. **METRO CONTRACTOR QUALIFICATION STATEMENT\***
9. **CERTIFICATE OF EMPLOYEE DRUG TESTING PROGRAM\***
10. **DOING BUSINESS AS\***: Provide any assumed names utilized.

**TO BE SUBMITTED IN SEPARATE ENVELOPE BY BID DUE DATE AND TIME OF 3:00 P.M.**

1. **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM\***
2. **MBE/WBE/ESB PROGRAM FORMS\***

**PRIOR TO AWARD:**

- Financial records and other information in accordance with ORS 279C at the option of Metro's Project Manager
- Performance Bond**: Cost of the Bond shall be included in the Bid.
- Labor and Materials Bond**: Cost of the Bond shall be included in the Bid.
- Bond amounts shall each equal 100% of contract total, or as stated in RFB.  
 (Below \$50K Performance and Labor, and Materials Bonds may be combined)

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON

Bids must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time the bid is due. (See Instructions to Bidders)



# Public Improvement Bid Response

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## BID FORMS

**NOTE TO BIDDER:** Bidders must provide all of the information requested in this Bid. Bidder should type or use ink for completing this Bid.

To: Metro Procurement Office

Address: 600 N.E. Grand Avenue, Portland, OR 97232

Contract: **Graham Oaks Nature Park Improvements**  
**RFB #10-1468**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder's Contact: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Date: \_\_\_\_\_

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty- (60) days following the date of the opening of Bids.

### BID SECURITY

Bid security in the form of a certified check, cashier's check or bid bond as further described in the Instructions for Bidders and in the amount of five percent (5%) of the total bid price is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

### CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after award of the Contract by the Metro Council, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents

### COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and other Contract Documents. The Successful Bidder further agrees to commence the Work within five (5) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.



**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Public Improvement Bid Response

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## ADJUSTED PAYMENTS

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, adjusted payments shall be paid to Metro as described in the General Conditions.

## SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

## LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

## PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279C.800 - 279C.870, regarding prevailing wages, shall be complied with on this project.



# Public Improvement Bid Response

## SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid process indicated on these pages is found on the signature page, hereby bids as follows:

| Item  | Description                        | Qty   | Unit | Total Amount |
|---|------------------------------------|-------|------|--------------|
| 1   | Complete Park & ROW Improvements   | 1     | LS   |              |
| 2   | Sub-Grade Stabilization            | 2,325 | SY   |              |
|   |                                    |       |      |              |
| <b>Graham Oaks Nature Park Construction Cost<br/>Base Bid Project</b> |                                    |       |      |              |
|   | Total Contract Price<br>(in words) |       |      | DOLLARS)     |







# Public Improvement Bid Response

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## ADDENDA

The Bidder is presumed to have read and hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

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## SURETY

If the Bidder is awarded a Contract on this Bid, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

- |    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |



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Portland, OR 97232-2736  
(503) 797-1700

# Public Improvement Bid Response

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## GOOD FAITH PROGRAM

The Metro Council is committed to doing business with Minority, Woman-owned firms and Emerging Small Businesses (M/W/ESB). The Council recognizes that supporting these firms will result in a stronger economy and increased competition.

To this end, Metro has established these procedures to maximize utilization of M/W/ESB for Metro projects. The following steps are required to help us monitor the usage of these firms.

### Good Faith Efforts Steps:

1. Identify areas in which you intend to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any M/W/ESB firms at the Pre-Bid meeting.
3. Contact MWESB's who attended the Pre-Bid meeting. And/or contact several (or all) certified M/W/ESB firms listed (with the State of Oregon) to perform the work needed. The prime shall give any M/W/ESB firms at least seven (7) calendar days to prepare a bid. (Metro's Procurement Services Office can provide a list of firms upon request (503)-797-1816.)
4. Negotiate with interested, available and capable M/W/ESB firms who submit competitive bids.
5. Report to Metro all sub-contractors contacted. Please include their response and price quoted with your bid response submittal.
6. List all sub-contractors that you intend to use on this project.
7. Please note a selected M/W/ESB firm must be used unless Metro authorizes a substitution in writing.

Thank you for your assistance in this important area. Attached are forms to complete and return as part of your bid document. Please contact our Procurement Services Division at (503) 797-1816 if you have any questions.



# Public Improvement Bid Response

## MBE/WBE/ESB PROGRAM FORM

**THIS IS A REQUIRED FORM TO BE SUBMITTED WITHIN TWO HOURS OF BID CLOSING**

Project Name **Graham Oaks Nature Park Improvements**

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Bid Closing Date: August 10, 2009 Time: 1:00 p.m.**

**YOU MUST SUBMIT THIS FORM WITHIN TWO (2) HOURS OF THE ABOVE CLOSING DATE**

Step 1. Identify areas in which you intend to use sub-contractors.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Step 2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.

Name of person who attended pre-bid \_\_\_\_\_

Steps 3, 4 & 5. List all firms contacted for sub-contracting work. (use more sheets if necessary)

Sub-contract for \_\_\_\_\_

| MBE, WBE, ESB, Other | Certification # | Name of Firm | Date Contacted | Mode of Communication | Amount of Bid | Comments |
|----------------------|-----------------|--------------|----------------|-----------------------|---------------|----------|
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |



# Public Improvement Bid Response

Sub contract for \_\_\_\_\_

| MBE, WBE, ESB, Other | Certification # | Name of Firm | Date Contacted | Mode of Communication | Amount of Bid | Comments |
|----------------------|-----------------|--------------|----------------|-----------------------|---------------|----------|
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |

Sub contract for \_\_\_\_\_

| MBE, WBE, ESB, Other | Certification # | Name of Firm | Date Contacted | Mode of Communication | Amount of Bid | Comments |
|----------------------|-----------------|--------------|----------------|-----------------------|---------------|----------|
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |

Sub contract for \_\_\_\_\_

| MBE, WBE, ESB, Other | Certification # | Name of Firm | Date Contacted | Mode of Communication | Amount of Bid | Comments |
|----------------------|-----------------|--------------|----------------|-----------------------|---------------|----------|
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |
|                      |                 |              |                |                       |               |          |



# Public Improvement Bid Response

Step 5: List all sub-contractors used for this project.

**BIDDER/PROPOSER INTENDS TO SUBCONTRACT WITH THE FOLLOWING:**

| Sub-contractor/Supplier          | Non **<br>MBE<br>WBE<br>ESB | Nature Of Work | Dollar Value Of Participation |
|----------------------------------|-----------------------------|----------------|-------------------------------|
| Contact Name<br>Address<br>Phone |                             |                | CCB #*                        |
| Contact Name<br>Address<br>Phone |                             |                | CCB #*                        |
| Contact Name<br>Address<br>Phone |                             |                | CCB #*                        |
| Contact Name<br>Address<br>Phone |                             |                | CCB #*                        |

\*Please include Construction Contractors Board Number

\*\* Non-M/W/ESB Sub-Contractors

Total Bid/Proposal Amount \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



# Public Improvement Bid Response

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## RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides.

Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279A.120).

The undersigned Bidder states that it is: (check one)

- 1. \_\_\_\_\_ A resident Bidder
- 2. \_\_\_\_\_ A non-resident Bidder

Indicate state in which Bidder resides: \_\_\_\_\_



# Public Improvement Bid Response

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## CONTRACTOR QUALIFICATION STATEMENT

**NOTE: The prime contractor or First Tier sub-contractor proposed to conduct the following work must complete this Contractor Qualification Statement:**

- Grading, excavating, or earth-moving
- Automatic Irrigation systems
- Porous pavement systems
- Trail construction
- Pedestrian bridge and boardwalk installation
- Sanitary Lift Station Step systems
- Prefabricated structure assembly

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Project Name \_\_\_\_\_

**ORGANIZATION** \_\_\_\_\_

How many years has your organization been in business as a Contractor? \_\_\_\_\_

Under what former names has your organization operated? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### LICENSING AND BONDING

Oregon CCB# \_\_\_\_\_ Public Works Bond # \_\_\_\_\_

Other licenses \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Public Improvement Bid Response

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## EXPERIENCE

List the type of work your organization normally performs with its own forces and the number of full time employees to be assigned to the project? \_\_\_\_\_

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Does your firm own or able to obtain the necessary equipment for this job? Please indicate equipment available to conduct the work. \_\_\_\_\_

---

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## CLAIMS AND SUITS

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

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Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? \_\_\_\_\_

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Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Provide information \_\_\_\_\_

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# Public Improvement Bid Response

Have any officers or employees been convicted of any crimes relative to a project such as this? \_\_\_\_\_

## REFERENCES

List the major construction projects your organization has **in progress**

| Project Name | Owner | Architect/Engineer | Amount | % Complete | Completion Date | Contact Person | Phone # |
|--------------|-------|--------------------|--------|------------|-----------------|----------------|---------|
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |

List the major public park and/or trail construction projects your organization has **completed in last 5 years**

| Project Name | Owner | Architect/Engineer | Amount | % Complete | Completion Date | Contact Person | Phone # |
|--------------|-------|--------------------|--------|------------|-----------------|----------------|---------|
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |
|              |       |                    |        |            |                 |                |         |

List 3 subs we can contact for a reference.

| Name | Specialty | Contact Name | Phone # |
|------|-----------|--------------|---------|
|      |           |              |         |
|      |           |              |         |
|      |           |              |         |

List 3 suppliers we can contact for a reference.



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 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1700

# Public Improvement Bid Response

| Name | Specialty | Contact Name | Phone # |
|------|-----------|--------------|---------|
|      |           |              |         |
|      |           |              |         |
|      |           |              |         |

List a bank reference: \_\_\_\_\_

**SIGNATURE**

The information provided is true and complete.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_





# Public Improvement Bid Response

## SIGNATURE PAGE

The name of the Bidder submitting this Bid is \_\_\_\_\_ doing business at

\_\_\_\_\_

|        |      |       |     |
|--------|------|-------|-----|
| Street | City | State | Zip |
|--------|------|-------|-----|

which is the full business address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

\_\_\_\_\_

If Individual

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_ day of 20\_\_

Signature of Bidder \_\_\_\_\_

Printed Name of Bidder \_\_\_\_\_

Title \_\_\_\_\_

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_ day of 20\_\_.

\_\_\_\_\_  
 Name of Partnership or Joint Venture

By: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Person Signing

Title: \_\_\_\_\_

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of 20\_\_.

\_\_\_\_\_  
 Name of Corporation

\_\_\_\_\_  
 State of Incorporation

By: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Person Signing

Title: \_\_\_\_\_



# Public Improvement Bid Response

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder) and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

I state that: (1) the price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed in the attached appendix.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other form of complementary Bid.

(4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.

(5) \_\_\_\_\_ (Name of Bidder), its affiliates, subsidiaries, officers, directors and employees (as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and \_\_\_\_\_ (Name of Bidder) understand and acknowledge that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
 Signature of Affiant

\_\_\_\_\_  
 Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public for \_\_\_\_\_

My Commission Expires:    /    /



# Bid Bond

## BID BOND

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**NOTE: Bidders must use this form, not a surety company form**

KNOW ALL MEN BY THESE PRESENT, that \_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ in the state of \_\_\_\_\_, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_ hereinafter called the OBLIGEE, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** \_\_\_\_\_ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
 PRINCIPAL

By: \_\_\_\_\_  
 Attorney-in-Fact



# Labor and Material Payments Bond

## LABOR AND MATERIAL PAYMENTS BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)  
 KNOW ALL MEN BY THESE PRESENT:

We the Undersigned \_\_\_\_\_ as PRINCIPAL and \_\_\_\_\_  
 \_\_\_\_\_ a corporation organized and existing under and  
 by virtue of the laws of the state of \_\_\_\_\_, and duly authorized to do surety business in  
 the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and  
 conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of  
 Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond  
 amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,  
 administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the  
 United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated \_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the  
 project described as follows: \_\_\_\_\_.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors,  
 corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the  
 aforesaid \_\_\_\_\_, and any authorized extension or modification thereof, including all amounts due  
 for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the  
 performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or  
 otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this  
 obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its  
 assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use  
 of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums  
 as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment  
 of any judgment, costs, expenses or attorneys' fees of any such suit.



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# Labor and Material Payments Bond

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the \_\_\_\_\_ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State ZIP

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State ZIP

\_\_\_\_\_  
 Phone Number



# Performance Bond

## PERFORMANCE BOND

**(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

KNOW BY ALL MEN BY THESE PRESENT:

We the undersigned \_\_\_\_\_ as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated \_\_\_\_\_, 20\_\_\_\_, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid \_\_\_\_\_, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the \_\_\_\_\_ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.



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# Performance Bond

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This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City State ZIP

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City State ZIP

\_\_\_\_\_  
 Phone Number



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Performance Bond

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

AMOUNT \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that \_\_\_\_\_, as CONTRACTOR, (Principal), and \_\_\_\_\_, a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY, are jointly and severally held and bound unto Metro, the OWNER, (Obligee) herein, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, \_\_\_\_\_, the CONTRACTOR, entered into a certain Contract with Metro, the OWNER, for \_\_\_\_\_.

IN WITNESS:

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material-men, and all persons who shall supply such work and services, and save harmless the OWNER, its officers, agents and employees from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of the work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform and furnish all matters and things as by them in the Contract undertaken, and as by law, local, State, and Federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_



# Standard Public Contract

For Public Contracts \$50,000 & Up

CONTRACT NO. \_\_\_\_\_

## PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_ through and including \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.



# Standard Public Contract

## Standard Public Contract Form

### ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

### ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the Contractor and every subcontractor on such public work shall pay at least the higher prevailing wage. The Contractor and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. In addition, the Contractor shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a



# Standard Public Contract

complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

## ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

## ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

## ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro



# Standard Public Contract

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employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

## ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.



# Standard Public Contract

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## ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

\_\_\_\_\_  
 CONTRACTOR NAME

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

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Metro Contract No. \_\_\_\_\_

**1. Description of the Scope of Work**

Metro requires the services of an experienced contractor to construct right-of-way and public park improvements within the Graham Oaks Natural Area owned and operated by Metro.

- A. The main trailhead to the park will be sited off of 11825 Wilsonville Road and will include a driveway, parking lot, water quality swales, , utility improvements, restroom, picnic shelter, plazas, seat walls, metal and wood trellis structures, regulatory, interpretive and wayfinding signage, site furnishings,, trail improvements, planting and irrigation,
- B. Construct gravel trail improvements including pedestrian bridges and boardwalks.
- C. Installation and hook-up of all necessary utilities.

**2. Payment and Billing**

Contractor shall perform the above work for a maximum price not to exceed \_\_\_\_\_ THOUSAND \_\_\_\_  
\_\_\_\_\_ HUNDRED AND \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days after invoice date or within 15 days after invoice approval.

# Section 00700

## General Conditions



**METRO**  
 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1700

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# Section 00700

## General Conditions

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#### ARTICLE 1 GENERAL PROVISIONS

- 1.1. Definitions. Unless otherwise defined or specified in the Contract Documents, the following terms shall have the meanings indicated:
- 1.1.1. Act of God -- means an earthquake, flood, typhoon, cyclone or other natural phenomenon of catastrophic proportions or intensity.
  - 1.1.2. Addendum (Plural: Addenda) -- means a document issued by Metro during the bidding period, which modifies, interprets, supersedes or supplements the Contract Documents and becomes a part of the Contract Documents. It is the Bidder's responsibility to determine how addenda impact the Work. All Bids submitted shall include the cost of the Work included in any addenda issued prior to award.
  - 1.1.3. Alternate Bids -- are portions of the Work for which a Bidder must submit a separate Bid amount. Alternate Bid items may or may not be awarded at Metro's discretion.
  - 1.1.4. Engineer -- is the firm/firms representing Metro as designers and its agents, representatives, employees and consultants or such other firm as Metro may appoint. The Engineer will have authority to act on behalf of Metro only to the extent provided in these Contract Documents.
  - 1.1.5. "As-Builts" or Record Documents -- are those drawings made, revised or annotated by Contractor and approved by Metro during the performance of the Contract, fully illustrating how all elements of the work were actually installed and completed.
  - 1.1.6. Authorized Representative -- is a person, corporation, partnership or other legal entity acting on behalf of another through expressly delegated authority as specified in these Contract Documents.
  - 1.1.7. Bid -- is the written offer of a Bidder to perform the Work as defined in these Contract Documents, when made out in accordance with all of the Contract Documents and submitted on the appropriate Bid Forms.
  - 1.1.8. Bidder -- is any individual, partnership, corporation, or joint venture, acting directly or through a duly and legally authorized representative, submitting or intending to submit a Bid for the Work as described in these Contract Documents.
  - 1.1.9. Bidding Documents -- See "Contract Documents."
  - 1.1.10. Bid Forms -- include the following: the Bid proposal (including Schedule of Bid Prices and Recycled Product Attachment), Surety; Minority, Women-Owned and Emerging Small Business Program Compliance Form; Resident/Non-Resident Bidder Status form; Signature Page; the Non-Collusion Affidavit; and Bid Bond.
  - 1.1.11. City or County -- means the city or county in which the Work is located.
  - 1.1.12. Change Order -- is a written document signed by Metro and Contractor stating their agreement upon all of the following:
    - 1.1.12.1. a change in the Work;
    - 1.1.12.2. the amount of the increase or decrease in the Contract Amount, if any; and
    - 1.1.12.3. the extent of the adjustment to the Contract Time, if any.

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- 1.1.13. Clarification -- is a written document consisting of supplementary details, instruction or information issued by Metro after the award of Contract which clarifies, or supplements the Contract Documents and becomes a part of the Contract Documents. A Clarification may or may not affect the scope of work.
- 1.1.14. Completion -- See "Substantial Completion" and "Final Completion and Acceptance."
- 1.1.15. Construction Manager -- is the Metro representative on the construction site. The Construction Manager will be an employee of Metro, who will represent Metro to the extent of his/her authority as delegated by the Chief Operating Officer. For purposes of administering this contract the terms "Construction Manager" will refer to the on-site Metro representative and to any duly appointed assistants who may be designated in writing. The Engineer of will be called upon as required by and at the direction of Metro for technical assistance and for interpretation of the Contract Documents.
- 1.1.16. Construction Schedule or Progress Schedule -- is the timeline described in the Specification Section 01330; Submittals
- 1.1.17. Contract Amount -- is the total amount shown in the Construction Agreement as revised by Change Orders.
- 1.1.18. Contract Documents or Contract or Bidding Documents -- consist of the Advertisement for Bids, the Invitation to Bid, the Instructions to Bidders, the Bid Forms, the Construction Agreement, the Performance Bond, the Labor and Materials Payment Bond, the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, the approved and updated Construction Schedule, and any modifications of any of the foregoing in the form of Addenda, Clarifications, Change Orders or Force Account Work.
- 1.1.19. Contractor -- is the party who has entered into this Contract with Metro and who is responsible for the complete performance of the Work contemplated by the Contract Documents and for the payment of all legal debts pertaining to the Work, including its officers, agents, employees and representatives.
- 1.1.20. Contract Time -- is the period of time, including adjustments approved by Metro, which is allowed in the Contract Documents for Contractor to substantially complete the Work.
- 1.1.21. Critical Path Method or CPM -- means the critical path method of scheduling as understood and interpreted by standard industry practice.
- 1.1.22. Days -- means calendar day including Saturdays, Sundays and legal holidays.
- 1.1.23. Direct Costs -- are those costs of labor (including benefits), material and equipment incurred by the person, corporation, partnership or joint venture whose employees are actually performing the task.
- 1.1.24. MWESB Program -- is Metro's program to provide maximum opportunities to Minority, Women-Owned and Emerging Small Business Enterprises in contracts, which is contained in Metro Code Section 2.04.
- 1.1.25. Drawings -- means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.26. Equal, Approved, Approved Equal -- is used to indicate that the material or product to be supplied or installed must be equal to or better than that named in function, performance, reliability, quality and general configuration and that the substitute must be approved by Metro. Equality in reference to the Project design requirements shall be determined by Metro prior to installation of any material or product in

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the Project. Where the term "or equal" is not used and a sole product is specified, the term "or equal" is implied.

- 1.1.27. Final Completion and Acceptance -- means the completion by Contractor of all of the Work called for under the Contract, whether expressly or impliedly required, including but not limited to, satisfactory operation of all equipment, completion and correction of all punch list items to the satisfaction of Metro, settlement of all claims, delivery of all warranties and agreements to correct Work, equipment operation and maintenance manuals, as-built drawings, required approvals and acceptances by federal, state or local governments or other authorities having jurisdiction over the Work, and removal of all rubbish, tools, scaffolding and surplus materials and equipment from the Site.
- 1.1.28. Final Payment -- is the balance of the Contract Amount to be paid to the Contractor upon Final Completion and Acceptance of the Work.
- 1.1.29. Force Account Work -- is work, ordered in writing by Metro, for which Contractor must report its actual costs in accordance with Paragraph 8.4 of the General Conditions.
- 1.1.30. Furnish -- means, unless the context requires otherwise, supply and deliver materials, systems and equipment to the Site, ready for unpacking, assembly, installation, etc., as applicable in each instance.
- 1.1.31. General Contractor -- is the party who enters into the Contract with Metro. See also "Contractor".
- 1.1.32. Geotechnical Engineer -- The Geotechnical Engineer is an agent of the Engineer.
- 1.1.33. Inclement Weather -- is a meteorological condition or conditions, abnormal to the Portland metropolitan area for the time of year in question, which cannot be reasonably anticipated and which has a significantly adverse effect on the critical path of the Construction Schedule. Abnormality of the weather is defined as the number of days the weather parameters exceed the normal adverse weather days at the project.  
  
For work under this contract, Metro defines adverse weather days as days on which Contractor is impacted by weather, normally defined as days with an average daily temperature of less than 32°F, significant daily precipitation or snow. Contractor will be cognizant of adverse weather days based upon long-term averages when preparing project schedule, and shall refer to the annual publication of Local Climatological Data for Portland Oregon available at the Portland Weather Service Office.
- 1.1.34. Install -- includes, unless the context requires otherwise, unload, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, connect to electrical power and/or piping, and similar operations at the Site, as applicable in each instance.
- 1.1.35. Lump Sum -- means all costs and expenses of whatever nature, including Overhead and Profit, associated with the Work involved.
- 1.1.36. Material or Materials -- shall be construed to include machinery, equipment, manufactured articles, materials of construction such as formwork, fasteners, etc., and any other classes of items to be provided in connection with the Contract, except where a more limited meaning is indicated by the context.
- 1.1.37. Metro -- is a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter.
- 1.1.38. Metro Chief Operating Officer or COO -- means the Chief Operating Officer of Metro. The Metro Procurement Officer may act as the COO's designee during the bidding and contracting process.
- 1.1.39. Metro Council or Council -- means the elected Council of Metro.

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1.1.40. Miscellaneous Phrases -- in the Contract Documents shall be interpreted as follows:

Wherever the words "as directed," "as instructed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement, or permission of Metro is intended.

The words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary or proper in the judgment of Metro.

The words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, Metro.

1.1.41. Notice of Award -- is the document issued by Metro to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed by the Contract Documents. The Notice of Award shall be given pursuant to the provisions of the Instructions to Bidders. It shall not entitle the party to whom it is given to any payment under the Contract, nor shall Metro be liable to such party or to any person for any alleged damages for any action taken in reliance upon such notice.

1.1.42. Notice to Proceed -- is the written notice given Contractor to commence the prosecution of its Work as defined in the Contract Documents. The Notice to Proceed will also establish the date and time of a preconstruction conference.

1.1.43. Other Metro Contractors -- are all individuals, corporations, partnerships, or joint ventures (except Contractor or Engineer/Architect/Surveyors) with whom Metro has a contract to perform work on, or related to, the Project.

1.1.44. Overhead -- when applied to the cost of the work, shall include the following items, when reasonable and necessary for completion of the work:

1.1.44.1. All on-site payroll costs, taxes, insurance, fringe benefits and bonuses of same, for supervising, estimating, expediting, purchasing, drafting and clerical/secretarial services where directly incurred in the performance of the Contract.

1.1.44.2 Small tools (less than \$250 capital cost per item).

1.1.44.3 Equipment maintenance and repairs.

1.1.44.4 Temporary construction, utilities, and safety requirements.

1.1.44.5 Transportation of materials other than direct identifiable cost of specific deliveries, or as included in price of material.

1.1.44.6 Parking fees for workers (if applicable).

1.1.44.7 Permit fees.

1.1.44.8 Cost of reproduction.

1.1.44.9 Field office costs.

Home or branch office overhead shall not be included, but shall be part of Contractor's profit and shall include, but is not limited to, the following:

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- 1.1.44.9.1. Accounting functions of Contractor's Home and Branch Office.
- 1.1.44.9.2. General expenses of Contractor's Home and Branch Office.
- 1.1.44.9.3. Interest on capital.
- 1.1.44.9.4. Salaries of any home and branch office estimators and administration.
- 1.1.45. Owner -- means Metro.
- 1.1.46. Plans -- means Drawings.
- 1.1.47. Profit -- means that portion of Contractor's Bid price that is not Direct Costs or Overhead
- 1.1.48. Project -- means the Work described in the Contract Documents.
- 1.1.49. Provide -- means furnish and install complete and in place and ready for operation and use.
- 1.1.50. Punch List -- is the list prepared by the Engineer and/or Construction Manager at the time of Substantial Completion, which reflects Contractor's incomplete, nonconforming work. Punch list items must be completed to the satisfaction of the Engineer and Metro in order for the Project to reach Final Completion and Acceptance.
- 1.1.51. Request for Clarification -- is a written request made by Contractor for additional information to clarify an ambiguity in the Contract Documents.
- 1.1.52. Retainage or Retention -- is the difference between the amount earned by Contractor on the Contract and the amount paid on the Contract by Metro.
- 1.1.53. Schedule of Values -- is the detailed breakdown of a lump sum contract amount as required in the Specification Sections 01019; Contract Considerations and as described in Article 9..
- 1.1.54. Separate Contract -- is a contract between Metro and a party other than Contractor for the construction or furnishing of a portion of the Project.
- 1.1.55. Shown, As Shown -- work shown on the Drawings which is a part of the Contract Documents.
- 1.1.56. Site -- is the real property upon which the Project is located.
- 1.1.57. Special Inspector -- is a representative of the Owner, Architect, Engineer, Geotechnical Engineer, or Permitting Agency with specialized knowledge applicable to the installation of certain elements of the work.
- 1.1.58. Specifications -- are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 1.1.59. Subcontractor -- means a person, partnership, corporation or joint venture, which has a direct contract with Contractor to perform a portion of the Work at the Site.
- 1.1.60. Submittals -- include shop drawings, samples, manufacturer's brochures, pamphlets, catalog cuts, color charts or other descriptive data, clearly defining the article, material, equipment or device proposed by

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Contractor for use in the Work. "Shop drawings" are the drawings and diagrams showing details of fabrication and erection, which Contractor is required to submit to the Engineer.

- 1.1.61. Substantial Completion -- is the stage in the progress of the Work, as determined by Metro, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and Federal, State and local permits so that Metro can occupy or use the Work for its intended use.
- 1.1.62. Supplier -- means an individual, partnership, corporation or joint venture entering into an agreement with Metro or Contractor for furnishing a portion of the Work which requires no labor at the Site, other than common carriers.
- 1.1.63. Unit Prices -- are the costs for specific units of work as defined in the Bid and Supplementary Conditions and include all costs, including, but not limited to, equipment, labor, materials, incidentals, Overhead and Profit, for the unit of work described.
- 1.1.64. Work -- means, unless the context requires otherwise, the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute all or a portion of the Project as the context requires.

### 1.2. Intent and Interpretation of Contract Documents

- 1.2.1. Intent -- The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract price the cost of all labor and materials, water, fuel, tools, plant, scaffolding, equipment, power, light, transportation, and all other facilities, services and expenses as may be necessary for the proper execution of the Work, unless otherwise indicated in these Contract Documents. In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by the Engineer and Metro.
- 1.2.2. Divisions and Headings -- Titles and headings are for the convenience of organizing the Contract Documents and shall not be construed to limit Contractor's obligations hereunder. The General Conditions are divided into fifteen (15) Articles. The first-tier subheadings of each Article shall be referred to as Paragraphs; the second-tier sub-headings shall be referred to as Subparagraphs; and the third-tier subheadings shall be referred to as Clauses.
- 1.2.3. Mandatory Nature of Specifications and Drawings -- mention in the Specifications or indication on the drawings of articles, materials, operations, sequence or methods requires Contractor to furnish and install (i.e., provide) each article mentioned or indicated, of quality or according to qualifications noted, to perform each operation called for, in the sequence called for, and to provide therefore, all necessary labor, equipment and incidentals. The determination of the type of operations and methods to be utilized in the performance of the Work shall be the responsibility of Contractor unless the Contract Documents prescribe a specific type of operation, sequence or method, in which case Contractor shall comply with the prescribed operation, sequence or method. Sentences in the imperative tense or command format in these Contract Documents shall be deemed to be directed to Contractor and to require Contractor to perform the services and/or provide the materials described.
- 1.2.4. Precedence of Contract Documents -- all determination of the precedence of, or discrepancy in, the Contract Documents shall be made by Metro, but in general, precedence will be in accordance with the following list with the highest precedence item at the top:

1.2.4.1. Signed Construction Agreement.

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1.2.4.2. Supplementary Conditions.

1.2.4.3. General Conditions, Advertisement for Bids, Instructions to Bidders, Invitation to Bid, Bid Forms, Performance Bond and Labor and Materials Payment Bond.

1.2.4.4. Specifications

1.2.4.5. Drawings.

Within each of the above documents, detailed information takes precedence over general information and words take precedence over numbers unless obviously incorrect.

Addenda, Clarifications and all Change Orders to the Contract Documents take the same order of precedence as the specific sections that they are amending.

1.2.5. Discrepancies, Errors and Omissions -- the intent of the Contract Documents is to require Contractor to perform and provide every detail and item necessary for completion of the Project. The Contract Documents are not complete in every detail, however, and Contractor shall comply with their intent and meaning, taken as a whole, and shall not avail itself of any manifest errors or omissions to the detriment of the Work. Should any error, omission, discrepancy or ambiguity appear in the Contract Documents, instructions or work done by others, Contractor shall immediately upon discovery submit a Request for Clarification to Metro pursuant to Paragraph 3.2. If Contractor proceeds with any such work without receiving a Clarification, Contractor shall be responsible for all resulting damage and defects, and shall perform any work necessary to comply with Metro's Clarifications at no cost to Metro. Any work or material not indicated in the Contract Documents, which is manifestly necessary for full and faithful performance of the Work in accordance with the intent of the Contract Documents shall be indicated by Contractor on the shop drawings and provided by Contractor to the same extent as if both indicated and specified. Any work indicated on the drawings but not specified, or vice versa, shall be furnished in the manner specified above as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. In case of discrepancy or ambiguity, in quantity or quality, the greater quantity or better quality as determined by Metro shall be provided at no extra cost to Metro.

1.2.6. Standards to Apply Where Detailed Specifications Are Not Furnished --wherever in these Contract Documents or in any directions given by Metro pursuant to or supplementing these Contract Documents, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed Specifications are set forth, the materials or manufactured articles shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work for which no detailed Drawings or Specifications are set forth herein shall conform to the usual standards for first-class work of the kind required.

1.3. Supply of Contract Documents -- Metro shall supply Contractor, without charge, a maximum of ten (10) sets of Contract Documents. Contractor shall contact Metro for additional sets of documents for which Contractor shall be charged the cost of printing.

1.4. Use of Contract Documents -- the Contract Documents were prepared for use in the construction of this Project only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Metro. Any unauthorized use of the Contract Documents is at the sole responsibility of the user and such unauthorized use shall be deemed an activity in the performance of the Contract for purposes of Contractor's duty to indemnify under Article 11.

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- 1.5. Copyright -- all submittals, record documents and any other products or documents produced by Contractor pursuant to this Contract are the property of Metro and it is agreed by the parties hereto that such documents are works made for hire. Contractor does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.
- 1.6. Severability Clause -- should any provision of this Contract at any time be in conflict with any law, regulation or ruling, or be legally unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event that any provision of this Contract shall become legally unenforceable, in whole or in part, the remaining provisions of this Contract shall nevertheless remain in full force and effect.
- 1.7. Notice or Service -- any written notice required or allowed under the Contract shall be deemed to have been communicated to the other party and service thereof shall be deemed to have been made if such notice is delivered in person to the individual, a member of the partnership or joint venture, or an officer of the corporation for whom it was intended or if delivered at or sent by regular, registered or certified mail to the last business address of the relevant person or party known to the person or party giving the notice or to Contractor's Site office if the notice is directed to Contractor. The date or time of service for purposes of all notices required or allowed under the Contract shall be the date and/or time upon which the relevant document was mailed or delivered as above-described.

The address given in the Bid is hereby designated as the legal business address of Contractor, but such address may be changed at any time by ten (10) days prior notice in writing, delivered to Metro.

### ARTICLE 2 CONTRACTOR'S ORGANIZATION

- 2.1. Contractor's Authorized Representatives -- prior to commencing any work under this Contract, Contractor shall submit in writing to Metro a list of Contractor's authorized representatives. Such list shall include the name and title of each representative along with the extent to which each representative is authorized to represent, bind and act for Contractor. The description of extent of representation shall include, but not be limited to, the maximum dollar value of Change Orders which the individual may authorize, whether the individual may respond to Request for Proposals and for what maximum dollar amount and whether the individual may submit a claim pursuant to Paragraph 3.3. Contractor shall be fully liable for the acts, omissions and decisions of such representatives to the extent stipulated in the written list submitted to Metro.

Contractor shall at all times be represented at the Site by one or more of such authorized representatives, who, cumulatively, shall have complete authority to represent, bind and act for Contractor in all matters pertaining or related to this Contract. In the event that Contractor does not comply with this paragraph and, consequently, is not fully represented at the Site at all times, Contractor shall be deemed to acquiesce in all actions taken by Metro which pertain or relate to this Contract.

- 2.2. Contractor's Office at the Site -- prior to commencement of work at the site, Contractor shall establish a field office at the site acceptable to the Construction Manager. This office shall be located in a job trailer or temporary building. This office shall be the headquarters of Contractor's representatives authorized to receive notices, instructions, drawings or other communications from the Construction Manager on behalf of Metro or the Engineer to act on Change Orders or other actions. Such notices, instructions, drawings or other communications given to such a representative or delivered to Contractor's site office in his/her absence shall be deemed to have been given to Contractor.

- 2.2.1 Use of the Site by Contractor -- Contractor shall have complete and exclusive use of the premises for execution of the work within the boundaries shown on the drawings. The contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the project. All construction activities, storage, staging and work shall be confined to the limits of Work, as per the drawings. Under no circumstances shall portions of the site beyond the limits of work shall be disturbed. The contractor shall appropriately fence and maintain barriers to confine limits of work to those areas

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indicated on the drawings. All driveways and entrances to the site shall remain clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule delivery of materials to minimize space and time requirements for storage of materials and equipment on site. Keep roadway pavement clean, free of mud, rocks, debris associated with materials and vehicles. Coordinate use of the premises under the direction of the Engineer and Owner. Assume all responsibility for the protection and safe keeping of the site, structures and products stored on the site included in this contract. At no cost to the owner, move any stored products which interfere with operations of the Owner or construction activities. Obtain and pay for the use of additional storage or work areas needed for operations.

2.2.2 Construction Staking -- Contractor shall provide all necessary construction staking as to lines and grades shown on the Drawings. Contractor shall protect and preserve all control points in their original position or be responsible for providing new control points established from Surveyor's original control points.

2.2.3 Construction Staging Area -- Coordinate the location and use of the site with Construction Manager prior to utilization of the staging areas as described on the Drawings. Providing site security, barriers, and other temporary protection is the responsibility of the Contractor. Limit all construction activities within the work limits shown on the Drawings. All areas disturbed in any way or during construction and not covered by roads, parking, or structures shall be rehabilitated to their pre-construction condition.

2.3. Key Personnel -- Contractor shall submit, in writing, to Metro a list of the names, addresses, and telephone numbers of its key personnel who are to be contacted in case of emergencies on the job during non-working hours, including Saturdays, Sundays and holidays and all other key personnel as may be required.

2.4. Contractor's Employees -- Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Whenever Metro shall notify Contractor that any employee on the Work is, in the judgment of Metro, incompetent, unfaithful, disorderly or refuses to carry out the provisions of the Contract, such employee shall be discharged or transferred from the Work.

Contractor shall give Metro, at its request at any time, full and correct information as to the number of workers employed in connection with each subdivision of the Work, the classification and rate of pay of each worker, the cost to Contractor of each class of materials, tools and appliances used by it in the Work, and the amount of each class of materials used in each subdivision of the Work.

2.5. Contractor to Supply Sufficient Material and Workers -- Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to substantially complete the Work herein required within the time specified in the Contract and in accordance with the Construction Schedule. Contractor shall coordinate the Work of its Subcontractors so that information required by one will be provided by others involved in time for incorporation in the Work in proper sequence and without delay of any materials, devices or provisions for future work.

2.6. Construction Plant, Equipment and Methods --The construction plant and equipment provided by Contractor, and Contractor's methods and organization for handling the Work shall be such as will secure a good quality of work and rate of progress which will ensure the completion of the Work within the time specified, in accordance with the Construction Schedule, and without violating city, local, state or federal environmental regulation during construction.

Contractor shall give Metro full information in advance as to Contractor's plans for carrying on any part of the Work. If at any time before the commencement or during the progress of the Work, any part of Contractor's plant or equipment, or any of Contractor's methods of executing the Work, appears to Metro to be inadequate to ensure

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the required quality, environmental protection or rate of progress of the Work, Metro may order Contractor to increase or improve its facilities or methods, and Contractor shall promptly comply with such orders. Neither compliance with such orders nor failure of Metro to issue such orders shall relieve Contractor from obligation or liability to secure the quality of work and the rate of progress required by the Contract. Contractor shall be responsible for overload of any part or parts of structures beyond their safe calculated carrying capacities, and for release of pollutants into surrounding waters resulting from Contractor's activities on the Site.

Contractor shall provide temporary utilities pursuant to the Specifications and shall be responsible for the safety and adequacy of its plant, equipment and methods.

- 2.7. Contractor's Temporary Structures -- Contractor shall obtain all necessary permits for and shall erect and maintain at its own expense, and remove upon completion of the Work or as ordered by Metro temporary structures, sheds, barriers, walks, hoisting equipment, scaffolds, etc., as are necessary for the Work pursuant to these Contract Documents.

Contractor's temporary structures, equipment, stored materials, stored equipment, etc., shall be located so as not to interfere with the prosecution of the Work. If not so located, they shall be moved by Contractor, as directed by Metro, at no cost to Metro. Contractor's temporary structures, equipment or materials that obstruct progress of any portion of the work shall be removed or relocated by Contractor at Contractor's expense.

### ARTICLE 3 ADMINISTRATION OF THE CONTRACT

- 3.1. Authority and Relationships of Metro and Engineer -- the following provisions shall govern the authority of the various officers, agents, representatives, consultants and employees of Metro, and Engineer. Except as specifically provided in this section, no individual acting or purporting to act as an officer, agent, representative, consultant or employee of Metro or Engineer shall have any authority to make representations, statements or decisions of whatever nature binding Metro or Engineer regarding any aspect of this Contract. Except as specifically provided in this Article, Contractor shall have no right to, and shall not rely on any such representation, statement or decision. Any reference to action by Metro in this Contract requires the written approval of the Metro Chief Operating Officer or a person who is designated in writing by the Metro Chief Operating Officer as having authority to act for Metro but only to the extent that such authority is expressly delegated in writing.

- 3.1.1. Authority of Metro -- except as otherwise provided herein, Metro shall determine the amount, quality, acceptability, fitness, and progress of the Work covered by the Contract. Metro and Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. Metro and Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. Nothing contained in this Contract is intended nor shall be construed to create any third-party beneficiary relationship between Metro and Contractor's subcontracting agents or employees.

It shall be the duty of Contractor to comply with all procedures established and/or implemented by Metro as stated above. In the event any such procedures are at variance with other provisions of these Documents, such procedures shall prevail.

Metro may call for meetings of Contractor, Contractor's Subcontractors and Suppliers as Metro deems necessary for the proper supervision and inspection of the Work. Such meetings shall be held at the Site on regular working days during regular working hours, unless otherwise directed by Metro. Attendance shall be mandatory for all parties notified to attend.

Contractor shall immediately comply with any and all orders and instructions given in accordance with the terms of this Contract by Metro.

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Contractor has no right to, and shall not, rely on representations of whatever nature made by any individual, whether or not employed by or purporting to represent Metro or Engineer, unless such individual has been specifically and expressly delegated authority to make such representations pursuant to these Contract Documents. Likewise Contractor has no right, and shall not rely on any representations of authorized changes in the contract of whatever size or nature unless such change is in writing and signed by Metro.

Nothing contained in this Paragraph shall obligate Metro or Engineer to supervise Contractor's work under this Contract and Contractor shall remain fully responsible for the complete and proper supervision of all of the Work.

- 3.2. Request for Clarification -- should it appear that the Work to be done or any of the matters relative to the Contract Documents are not sufficiently detailed or explained in the Contract Documents, or should there be any questions which may arise as to the meaning or intent of the Contract Documents, Contractor shall immediately submit to Metro a written Request for Clarification (RFC) which shall fully describe the information sought. All correspondence shall be directed to the Construction Manager. Subcontractors shall direct correspondence through the Contractor to the Construction Manager. At a minimum the RFC shall contain: 1) project title, 2) identify the nature and location of each clarification/verification, 3) date, 4) response by, RFC number, 5) subject, 6) initiator of the question, 7) indication of the costs, 8) contract drawings reference, 9) contract specification section and paragraph, 10) descriptive text and space for a reply. Each RFC shall be numbered sequentially beginning with #001 and a separate RFC shall be submitted for each item. Verbal discussions/clarifications for minor items can be addressed with the Owner by phone and the contractor shall follow-up with a confirming RFC.

It is Contractor's responsibility to request information under this Paragraph in sufficient time for review by the Engineer and Metro so that the orderly progress and prosecution of the Work is not delayed.

The Engineer, in consultation with Metro, shall interpret the meaning and intent of the Contract Documents and shall issue, within seven (7) working days of receiving an RFC from Contractor, a written Clarification describing such meaning and intent. Additionally, the Engineer, after consulting with Metro, may at any time issue written RFC as deemed necessary to carry out the Work included in the Contract Documents. Notwithstanding any dispute or disagreement which Contractor may have concerning any such RFC, Contractor shall perform the Work as prescribed and in accordance with all such RFC.

If notified by Metro that an RFC is forthcoming, any related work done before the receipt of the RFC shall be coordinated with Metro so as to minimize the effect of the RFC on work in progress. Any related work not coordinated with Metro done before receipt of the RFC shall be at Contractor's risk and at no cost to Metro if that work does not conform to the Clarification.

If Contractor proceeds with work which is not sufficiently detailed or explained in the Contract Documents without requesting and obtaining an RFC pursuant to this Paragraph, Contractor shall do so at its own risk and shall, at no cost to Metro, perform any additional work which may be required by Metro to bring the work into conformance with the intent of the Contract Documents.

### 3.3. Contractor's Claims

- 3.3.1. Generally -- no claims of any sort whatsoever by Contractor shall be considered or allowed under this Contract except as specifically provided and prescribed under this Paragraph. Failure to make a claim as specifically prescribed by this Paragraph or failure to perform disputed work, if any, as directed by Metro shall bar Contractor from any recovery of any sort or extension of time resulting from the facts surrounding the claim. Contractor's full and complete compliance with this Paragraph shall be a condition precedent to any right of Contractor to further prosecute any claim against Metro arising out of or related

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to Work described in the Contract Documents. Every decision and action of Metro shall be considered final unless Contractor makes a claim concerning such decision or action pursuant to this Paragraph.

3.3.2. Types of Claims -- the types of claims which Contractor may make are limited to the following:

3.3.2.1 Claims based upon justifiable delays as described in Subparagraph 3.3.3

3.3.2.2. Claims based upon differing Site conditions as described in Subparagraph 3.3.4;

3.3.2.3. Claims based upon Clarifications or Change Orders issued by Metro or any other decision, action or failure to act by Metro as described in subparagraph 3.3.5.

As a condition precedent to any such claim, Contractor shall comply with all applicable procedural and substantive requirements of this Contract.

Contractor may make claims, which include requests for extensions of the Contract Time and/or requests for increases in the Contract Amount. If Contractor believes that a single circumstance or set of facts gives rise to both a claim for an extension to the Contract Time and an increase in the Contract Amount, Contractor must state both such allegations in one written claim or waive the unstated allegation;

3.3.3. Claims For Justifiable Delays

3.3.3.1. Definition of Justifiable Delay -- if Contractor is significantly and justifiably delayed in the prosecution of the Work due to any of the acts, events or conditions described as justifiable delays below, Contractor may make a claim for an increase in the Contract Time and/or Contract Amount pursuant to Clause 3.3.3.2.

"Justifiable Delay" shall mean, and is limited to, the acts, events or conditions described in sections (a) through (j) below, if such act, event or condition has a materially adverse effect on the ability of Contractor to obtain the benefits of its rights or to perform its obligations under this Contract or materially increases the cost to Contractor to obtain the benefits of such rights or to perform such obligations and if such act, event or condition and its effect:

1. Are beyond the reasonable control of Contractor (or any third party for whom Contractor is directly responsible);
2. Do not arise out of (a) strikes, labor disputes or other labor difficulties involving Contractor or its Subcontractors or Suppliers or entities providing transportation to Contractor or its Subcontractors or Suppliers, (b) labor shortages, or (c) changing economic conditions; and
3. Could not have been reasonably anticipated by Contractor.

The acts, events and conditions are:

- (a) An Act of God.
- (b) Inclement Weather.
- (c) Acts of a public enemy, war (whether or not declared) or governmental intervention resulting there from, blockage, embargo, insurrection, riot or civil disturbance.
- (d) The failure to issue or renew, or the suspension, termination, interruption or denial of, any permit, license, consent, authorization or approval essential to the Work, if such act or

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event shall not be the result of the willful or negligent action or inaction of Contractor, or of any third party for whom Contractor is directly responsible, and if Contractor shall be taking or have taken or shall cause to or have caused to be taken, all reasonable actions in good faith to contest such action (it being understood that the contesting in good faith of any such action shall not constitute or be construed as a willful or negligent act of Contractor).

- (e) The failure of any appropriate federal, state, municipal, county or other public agency or authority or private utility having operational jurisdiction over the Work or Site to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Site, which are required for and essential to the Work.
- (f) Epidemics or quarantines.
- (g) Material, equipment or fuel shortages or freight embargoes.
- (h) Priorities or privileges established for the manufacture, assembly or allotment of material by order, decree, or otherwise of the U. S. or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority.
- (i) Changes in the work ordered by Metro if they require additional time to complete the work and adversely impact the Critical Path.
- (j) The prevention by Metro of Contractor from commencing or prosecuting the Work.

Acts, events, or conditions outside the control of the Engineer, Metro or Contractor which are found to be justifiable delay under 3.3.3.1.3 (a) through (h), may result in a time extension but the risk for bearing the cost of extended overhead will remain with Contractor.

No claim for extension of the Contract Time will be considered for Inclement Weather unless Contractor submits documentation that such weather conditions are abnormal for the area and period of time in question; that they could not have been reasonably anticipated; and that the Inclement Weather had a significantly adverse effect on the critical path of the Construction Schedule.

Delays in delivery of equipment or material purchased by Contractor or its Subcontractors or Suppliers (including Metro-selected equipment) shall not be considered as a just cause for delay if timely ordering would have made the equipment available. Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

The term "delay" shall specifically not include and no extension of the Contract Time or increase in the Contract Amount shall be allowed for (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of parts of the Work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor the Substantial Completion of the Work of this Contract within the time specified; (iii) any reasonable delay resulting from the time required by Metro for review of Submittals or Shop Drawings submitted by Contractor and for the making of surveys, measurements and inspections; (v) any delay arising from an interruption in the prosecution of the Work on account of the reasonable interference from Other Metro Contractors which does not necessarily prevent the Substantial Completion of the Work of this Contract within the time specified; and (vi) any delay resulting in any manner from labor disputes, strikes or

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difficulties or any delay resulting in any manner from any labor-related event, act or condition whether or not Contractor has any control over such event, act or condition.

3.3.3.2. Justifiable Delay Claims Procedure -- Contractor shall, within twenty-four (24) hours of the start of the occurrence or Contractor's first knowledge of the occurrence which is the basis of the claim for justifiable delay, which ever is earlier, notify Metro in writing of such delay. The written notice by Contractor shall indicate the cause of the delay and shall estimate the possible time extension requested. Within ten (10) days after the cause of the delay has been remedied, Contractor shall give written notice to the Construction Manager of any actual time extension and any increase in the Contract Amount requested as a result of the aforementioned occurrence in accordance with this Contract.

Within Twenty-one (21) days after Contractor submits to the Construction Manager such a written notice for an extension of time and/or increase in the Contract Amount, the Construction Manager will issue the decision on each request. If Contractor is dissatisfied with such decision, Contractor may preserve its claim as provided and prescribed by Subparagraph 3.3.6.

3.3.4. Claims for Differing Site Conditions -- Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Construction Manager of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in this Contract, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Construction Manager shall investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ as to cause an increase or decrease in Contractor's cost of, or the time required for performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made and a Change Order issued.

If Contractor is dissatisfied with the decision of the Construction Manager under this Subparagraph, Contractor may preserve its claim as provided and prescribed by Subparagraph 3.3.6.

3.3.5. Other Contractor Claims -- Contractor claims based upon Clarifications or Change Orders issued by Metro or any other decision, action or failure to act by Metro shall be made according to this Subparagraph. Contractor shall, within twenty-four (24) hours following discovery of the facts, which give rise to its claim, notify the Construction Manager in writing of its intent to make the claim. Within ten (10) days following discovery of the facts, which give rise to its claim and prior to commencing the work or conforming to the Clarification on which the claim is based, if any, Contractor shall submit its formal written claim to the Construction Manager. Contractor's formal claim shall include a description of:

3.3.5.1. The factual occurrences upon which Contractor bases the claim including the decision, action or failure to act by Metro or its authorized representatives that allegedly give rise to the claim;

3.3.5.2. How Metro's decision, action or failure to act has affected Contractor's performance or otherwise affected Contractor;

3.3.5.3. Whether the claim is for an extension in the Contract Time or increase in the Contract Amount or both and the specific extension or increase requested;

3.3.5.4. The provisions of the Contract upon which the claim is based.

Submission of written notice of intent to make a claim and formal claim as specified above shall be mandatory and failure to comply shall be a conclusive waiver to any claim by Contractor. Oral notice or statement will not be sufficient nor will notice or statement after commencing the work in question.

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After the written notification is submitted by Contractor (if the claim is not resolved or withdrawn in writing) and only upon written direction by the Construction Manager, Contractor shall proceed without delay to perform the work pursuant to the direction of the Construction Manager. While the work on an unresolved claim is being performed, Contractor shall keep track of costs and maintain records in the manner set forth in the section on Force Account Work, at no cost to Metro. Such notice by Contractor and the fact that Contractor is keeping track of costs and maintaining records shall not in any way be construed as proving the validity of the claim nor the costs thereof.

Provided the claim or claims have been submitted in accordance with the requirements of this Article, the Construction Manager will consider and investigate the claim or claims of Contractor. Within twenty-one (21) days of receipt of the above-described written notification of claim the Construction Manager will advise Contractor of the Construction Manager's decision to accept or reject the claim or claims, in full or in part. If Contractor is dissatisfied with the decision of the Construction Manager under this Subparagraph, Contractor may preserve its claim as provided and prescribed by Subparagraph 3.3.6.

- 3.3.6. Preservation of Claims -- Within thirty (30) days after a rejection of claim, in whole or in part, by Metro under Subparagraphs 3.3.3, 3.3.4 or 3.3.5, Contractor may preserve its claim by submitting a fully documented claim package to Contracts Manager of Finance and Administrative Services Department, Metro. That package shall include substantiating documentation with an itemized breakdown of Contractor and Contractor's Subcontractor's costs on a daily basis which shall include, but not be limited to, labor, material, equipment, supplies, services, Overhead and Profit. All documentation that Contractor believes is relevant to the claim shall be provided in the claim package including without limitation, payroll records, purchase orders, quotations, invoices, estimates, correspondence, profit and loss statements, daily logs, ledgers and journals. Failure to submit the claim package in full compliance with this requirement, and/or maintain cost records as herein required, will constitute a waiver of the claim.

If Contractor elects to pursue any claims by filing a lawsuit against Metro, it must commence such lawsuit within six (6) months after the date of Substantial Completion. Failure to commence a lawsuit within this time limitation shall constitute a waiver of all such claims by Contractor.

### 3.4. Metro's Right to Adjust Payments

- 3.4.1. Adjusted Payments for Delay -- Time is of the essence in this Contract. Metro and Contractor understand and agree that Metro will be damaged if Contractor fails to substantially complete the Work within the Contract Time, and that Metro will be vulnerable to further damages if Metro is obligated to continue paying Contractor for work performed after the Contract Time has expired. It is therefore agreed that after the Contract Time, Metro may adjust its payments to Contractor by any combination of the following: (1) making no further payments to Contractor until the Work is substantially complete, (2) paying the Subcontractor costs incurred by Contractor without any overhead, profit or fee of any kind going to Contractor, and/or (3) by collection of liquidated damages as designated in Section 00800, Supplementary Conditions of this document.

Permitting Contractor to continue and finish the work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of Metro of any of its rights under this subparagraph or the balance of the Contract Documents.

- 3.4.2. Adjusted Payments Not a Bar to Metro's Right to Other Damages -- Payment of adjusted payments shall not release Contractor from obligations in respect to the complete performance of the Work, nor shall the payment of such adjusted payments constitute a waiver of Metro's right to collect any additional adjusted payments which it may sustain by failure of Contractor to fully perform the Work, it being the intent of the parties that the aforesaid adjusted payments be full and complete payment only for failure of Contractor to complete the Work on time. Metro expressly reserves the right to make claims for any and all other

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damages which Metro may incur due to Contractor's failure to perform in strict accordance with this Contract.

- 3.5. Mediation -- Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Contract. It is agreed, subject to the conditions and limitations of this paragraph, that any controversy or claim arising out of or relating to this Contract, which remains unresolved after such negotiations, shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties. Should the parties lack specific recommendations for a mediator, the parties shall look to the local circuit court or the Oregon Dispute Resolution Commission. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement on both the Owner and Contractor. The schedule and time allowed for mediation shall be mutually acceptable. The mediation process is nonbinding.

Contractor agrees to consolidation of any mediation between Metro and Contractor with any other mediation involving, arising from, or relating to this Contract.

All disputes not resolved by mediation shall be decided exclusively by a court of competent jurisdiction in Multnomah County, under the laws of the state of Oregon.

In no event shall submission of a dispute arising out of this Contract, by either party, relieve Contractor of its obligation to fully perform the requirements of the Contract as directed by Metro, pending resolution of the dispute pursuant to the procedures set forth in this Article. In the event Contractor, in Metro's opinion, fails to fully perform the requirements of the Contract pending resolution of a dispute, Metro shall be entitled to exercise its rights to impose adjusted payments pursuant to Subparagraph 3.4.1, and/or terminate the Contract pursuant to Article 15 of this Contract.

### ARTICLE 4 SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

- 4.1. Contractor's Responsibility for the Work -- Contractor shall perform or cause to be performed all labor, services and work of whatever nature and shall provide or cause to be provided all materials, equipment, tools and other facilities of whatever nature necessary to complete the Work and shall otherwise cause the Work to be completed in accordance with the Contract Documents.

Contractor shall take and assume all risk for all work and material involved in the Project until the entire Project has been finally accepted by Metro.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

- 4.2. Subcontracting -- Contractor shall arrange and delegate its work in conformance with trade practices and union regulations, if applicable, but shall remain responsible to Metro for performance of all work required or implied by the Contract Documents. Contractor shall also be responsible for coordinating the efforts of its Subcontractors and Suppliers.

4.2.1. Objection to Subcontractors or Suppliers -- Metro reserves the right to make reasonable objection to any of Contractor's Subcontractors or Suppliers if Metro discovers any data or information at any time during the performance of the Contract which gives Metro a basis for such reasonable objection.

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Metro will notify Contractor in writing if Metro has any reasonable objection to any of Contractor's Subcontractors or Suppliers. Contractor shall not subcontract with any Subcontractor or Supplier to which Metro has made a reasonable objection. In the event of Metro's reasonable objection to any Subcontractor or Supplier, Contractor shall propose another entity to which Metro has no reasonable objection. The Contract Amount shall not be increased by any difference in cost occasioned by such substitution, nor shall the Contract Time be extended.

- 4.2.2. Substitution, Change or Addition of Subcontractors or Suppliers -- At any time that Contractor intends to substitute, change or add a Subcontractor or Supplier during the performance of the Contract, Contractor shall give Metro prior written notice of such intention. Contractor shall not substitute, change or add any such Subcontractor or Supplier if Metro gives Contractor reasonable objection in writing within ten (10) days after Metro receives such notice. Substitution or change of an MWESB Subcontractor shall require the written consent of Metro.

When any Subcontractor fails to prosecute a portion of the Work in a satisfactory manner, Metro may so notify Contractor. If the Subcontractor fails to cure the unsatisfactory work promptly, Contractor shall remove such Subcontractor immediately upon written request of Metro and Contractor shall request approval from Metro of a new Subcontractor to perform this section of the Work at no increase in the Contract Amount, and with no change in the Contract Time.

- 4.2.3. Metro Not Obligated to Detect Unsatisfactory Work -- Nothing contained in this Contract shall obligate Metro or place on Metro an affirmative duty to detect or discover unsatisfactory work or materials of Contractor's Subcontractors or Suppliers. Failure of Metro to detect or discover such unsatisfactory work or materials shall not relieve Contractor of any of its obligations under this Contract.
- 4.2.4. No Contractual Relationships Between Metro and Contractor's Subcontractors and Suppliers -- Nothing contained in this Contract is intended nor shall be construed to create any contractual or third-party beneficiary relationship between Metro and any of Contractor's Subcontractors, Suppliers or agents, save and except in relation to the Labor and Materials Payment Bond.
- 4.2.5. Contractor's Agreements with Subcontractors -- Contractor shall provide in all subcontract and supply agreements that the Subcontractor or Supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's or Supplier's work. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-tier Subcontractors and Suppliers. Contractor shall make available to each proposed Subcontractor and Supplier, prior to the execution of the subcontract or supply agreement, copies of the Contract Documents, which apply to the work and materials to be provided by the Subcontractor or Supplier. Subcontractors and Suppliers shall similarly make copies of applicable portions of such documents available to their respective proposed sub-tier Subcontractors and Suppliers.

All Subcontractor's and Supplier's agreements shall also provide that they are assignable to Metro at Metro's option, in the event that Metro terminates the Contract. Contractor will provide to Metro, a copy of all subcontracts and supply contracts for permanent materials.

Nothing contained in this Subparagraph shall be construed as creating a direct or indirect contractual relationship between Metro and any of Contractor's Subcontractors or Suppliers. No such Subcontractor or Supplier shall have, or shall claim to have, any third-party beneficiary rights or status in relations to this Contract, save and except in relation to the Labor and Materials Payment Bond provided by Contractor.

- 4.3. Assignment -- Contractor shall constantly give its personal attention to the faithful prosecution of the Work. Contractor shall keep the Work under its personal control and shall not assign any or all of Contractor's rights, by power of attorney or otherwise, nor delegate any of its duties except with the prior written approval of the Metro Council.

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### ARTICLE 5 TIME OF COMPLETION AND SCHEDULE FOR THE WORK

5.1. Prosecution of Work Generally -- Contractor shall commence the Work within five (5) days after issuance of written Notice to Proceed from Metro and will diligently prosecute the Work to its Final Completion and Acceptance. The start of Work shall include attendance at preconstruction conferences, preparation and submittal of shop drawings, equipment lists, Schedule of Values, CPM construction schedules, requests for substitutions and other similar activities, as described by these Contract Documents.

5.2. Time of Completion -- Contractor shall bring the Work to Substantial Completion within the Contract Time as set forth in the Construction Agreement.

The time limits stated in these Contract Documents are of the essence of this Contract. By executing the Construction Agreement, Contractor confirms that the Contract Time is a reasonable period for performing all of the Work.

Failure of Contractor to substantially complete the Work within the Contract Time and according to the provisions of these Contract Documents shall subject Contractor to damages pursuant to the applicable sections of these Contract Documents.

5.3. Extensions of Time -- Extensions of the Contract Time shall be made pursuant to the procedure and according to the provisions and requirements contained in Articles 3 and 8 of these Contract Documents.

5.4. Project Scheduling -- Contractor shall submit to Metro a detailed Construction Schedule for completion of the work pursuant to the Specifications. The Construction Schedule shall, when approved and as updated and approved by Metro, become a part of the Contract Documents.

5.5. Use of Completed Parts of the Work Before Acceptance -- Whenever, in the opinion of Metro, the Work or any part thereof is in a condition suitable for use and it is in the best interest of Metro to require such use, Metro may take possession of, connect to, open for public use, or use the Work or a part thereof. When so used, maintenance and repair due to ordinary wear and tear or vandalism will be made at Metro's expense and Metro will defend liability claims, which may result from such use by Metro. The use by Metro of the Work or part thereof as contemplated in this Paragraph shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve Contractor of any of its responsibilities under the Contract Documents, nor act as a waiver by Metro of any of the conditions thereof.

### ARTICLE 6 COORDINATION WITH OTHER METRO CONTRACTORS

6.1. Other Metro Contractors Generally -- Metro reserves the right to award other contracts in connection with the work. Contractor shall afford all such Other Metro Contractors reasonable opportunity for storage of their materials and execution of their Work, shall provide that the execution of Contractor's Work properly connects and coordinates with work of all Other Metro Contractors, and shall cooperate with Other Metro Contractors to the end of facilitating the Work in such a manner as Metro may direct. Connection between the work of the Contractor and other Metro Contractors will be the responsibility of the party, which is last in time to construct, unless otherwise directed in the Contract Documents.

6.2. Duty to Inspect Other Metro Contractors' Work -- Where Contractor's Work is associated with that of Other Metro Contractors, or is to interface in any way with such Other Metro Contractor's work, Contractor shall examine, inspect and measure the adjacent or in-place work of such Other Metro Contractors. If Contractor determines that any defect or condition of such adjacent or in-place work will impede or increase the cost of Contractor's performance or otherwise prevent the proper execution of Contractor's Work, Contractor shall immediately, and before performing any work affected by the Other Metro Contractors' work, submit a Request for Information to Metro pursuant to Paragraph 3.2. If Contractor proceeds without examining or inspecting the work and submitting

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a Request for Clarification, Contractor shall be held to have accepted the Other Metro Contractors' work or material and the existing conditions, and shall be responsible for any defects in Contractor's Work resulting therefrom and shall not be relieved of any obligation or any warranty under this Contract because of any such condition or imperfection. This provision shall be included in any and all of Contractor's subcontracts for Work to be performed.

The foregoing does not apply to latent defects. Contractor shall report latent defects in any Other Metro Contractors' work at any time such defects become known or Contractor should have known, and Metro shall promptly thereafter take such steps as may be appropriate. If Contractor in the exercise of reasonable care should have known of such defects but did not report them, such defects shall not be considered latent.

- 6.3. Duty to Maintain Schedule -- It shall be the responsibility of Contractor to maintain its schedule so as not to delay the progress of the Project or the work of Other Metro Contractors. Contractor is required to cooperate in every way possible with Other Metro Contractors. Except as otherwise specifically provided in this Contract, no additional compensation will be paid for such cooperation. If Contractor delays the progress of the Project or the progress of Other Metro Contractors, it shall be the responsibility of Contractor to take all of the steps necessary to bring the affected work into compliance with any affected schedules and to indemnify Metro from all liability for such delays pursuant to Article 11.

Metro shall be under no duty to monitor or detect any delays of Contractor or any Other Metro Contractor on the Project or any lack of coordination on the Project. Consequently, the failure of Metro to so monitor or detect shall not be construed as relieving Contractor of its duties to fully perform all of its obligations under the Contract.

- 6.4. Failure to Maintain Schedule -- If, in the opinion of Metro, Contractor falls behind the Construction Schedule or delays the progress of Other Metro Contractors and is not entitled to an extension of time pursuant to the Contract Documents, Contractor shall perform all steps which are necessary, in the opinion of Metro, to bring Contractor's Work into compliance with the Construction Schedule or to remedy any delay to the progress of Other Metro Contractors. Contractor shall submit operation plans to Metro, which plans shall fully demonstrate the manner of intended compliance with this Paragraph. The steps referred to above shall include, but not be limited to:

- 6.4.1. Increase manpower in such quantities and crafts as will substantially eliminate the backlog of work.
- 6.4.2. Increase, when permitted, the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment or any combination of the foregoing, sufficient to eliminate the backlog of work.
- 6.4.3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- 6.4.4. Expedite delivery of materials and equipment such as use of airfreight.

If Metro directs Contractor to take measures described in this Paragraph, or if Contractor takes such measures without direction from Metro, Contractor shall bear all costs of complying. Metro shall, however, reimburse Contractor for reasonable costs of complying if such directive to accelerate from Metro was issued to overcome delay caused by the acts or omissions of Metro or persons acting for Metro, provided Contractor has complied with all applicable provisions of Articles 3 and 8 of this Contract.

Failure to maintain the construction schedule or to take action to regain the schedule or to furnish a schedule as outlined in the specifications may result in withholding of all or part of the monthly progress payments.

- 6.5. Failure to Coordinate Work -- If Contractor fails to coordinate its work with the work of Other Metro Contractors as directed by Metro, Metro may, upon written notice to Contractor:

- 6.5.1. Withhold any payment otherwise due hereunder until Contractor complies with Metro's directions.

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- 6.5.2. Direct others to perform portions of the affected Work and charge the cost of such Work against the Contract Amount or deduct the cost from sums held in Retainage.
- 6.5.3. Terminate any or all portions of the Work for Contractor's failure to perform in accordance with the Contract.
- 6.6. Other Metro Contractors' Failure to Coordinate -- If Contractor determines that any Other Metro Contractor on this Project is failing to coordinate its work with the Work of Contractor, Contractor shall immediately and before performing any affected Work submit a Request for Clarification to Metro pursuant to Paragraph 3.2.
- 6.7. Conflicts Among Contractors -- Any difference or conflict that may arise between Contractor and Other Metro Contractors in regard to their work shall be adjusted as determined by Metro. If directed by Metro, Contractor shall suspend any part of the Work specified or shall carry on the same in such manner as may be prescribed by Metro when such suspension or prosecution is necessary to facilitate the work of Other Metro Contractors.
- 6.8. Coordination Drawings -- Contractor shall prepare coordination drawings as determined necessary by Metro, to satisfactorily coordinate and interface its Work with the work of all Other Metro Contractors, thereby avoiding conflicts, which may arise.
- 1.8.1 Owner Responsibilities for FOIC Items -- Owner furnished products/items are indicated on the drawings as Owner Furnished, Contractor Installed. Owner's responsibilities include: 1) arrange for and deliver necessary shop drawings, product data, and samples to the contractor, 2) Arrange and pay for Product delivery to the site, 3) Deliver supplier's bill of materials to Contractor, 4) Inspect deliveries jointly with the Contractor, record shortages, damaged or defective items, 5) Submit claims for transportation damage, 6) Arrange for replacement of damaged, defective or missing items, 7) Arrange for manufacturer's warranties, bonds, service and inspections as required and 8) Owner is responsible for scheduling all Owner Furnished, Contractor Installed items in accordance with Contractor's Construction Schedule.
- 1.8.2 Contractor Responsibilities for Owner Furnished Contractor Installed Items -- The following outlines the responsibilities of the Contractor for Owner Furnished Contractor Installed items: 1) Designate a delivery date for each item in the Construction Schedule, 2) Review shop drawings, product data and samples, 3) Immediately notify the Construction Manager of any discrepancies or problems anticipated in the use of this product, 4) Promptly inspect products jointly with Owner, record shortages, damaged or defective items, 5) Handle products at the site, including uncrating, and storage, 6) Protect products from exposure to elements and damage, 7) Assemble, install, connect, adjust and finish product as stipulated in the respective Section of Specifications and 8) Repair or replace items damaged by Contractor.
- 6.9. Conferences -- At any time during the progress of the Work, Metro shall have authority to require Contractor to attend any conference of any or all of Contractors engaged in the Project or related projects.
- 6.9.1. Project Meetings -- The Construction Manager will schedule and chair meetings and conferences at the Project site unless otherwise indicated. Inform participants and others involved, and individuals whose presence is required of the date and time of each meeting. Construction Manager shall prepare an agenda, distribute to all attendees, and prepare minutes that reflect significant discussions and agreements achieved. Meeting minutes shall be distributed to everyone concerned including the owner within five days of the meeting.
- 6.9.2. Pre-construction Conference -- A pre-construction conference before starting construction, at a time convenient to the Owner and Engineer but no later than 5 days after execution of the Agreement. The conference will be held at the project site or another location selected by Metro. The purpose of the meeting is to review responsibilities and personnel assignments. Attendees: Authorized representatives of the Owner, Engineer and their consultants, Contractor and its superintendent, major subcontractors,

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suppliers and other concerned parties shall attend the conference. All participants shall be familiar with the project and authorized to conclude matters relating to the work. The agenda shall include the following items: tentative construction schedule, phasing, critical work sequencing and long-lead items, designation of key personnel and their duties, procedures for processing field decisions and change orders, procedures for requests for information (RFI's), procedures for testing and inspecting, procedures for processing applications for payment, distribution of contract documents, submittal procedures, preparation of record documents, use of premises, work restrictions, owner's occupancy requirements, responsibilities for temporary facilities and site protection, construction waste management and recycling, parking availability, office, work and storage areas, equipment deliveries and priorities, first aid, security, progress cleaning, working hours.

- 6.9.3. Pre-installation Conferences – Conduct a pre-installation conference at the Project site before each construction activity that requires coordination with other construction and includes installation of Owner Furnished, Contractor Installed items or as required by Construction Manager. Contractor is responsible for conducting these meetings and shall occur on the same date as progress meetings if possible. Attendees shall include the installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination with other materials or installations. Agenda items will include: contract documents, options, related RFI's, related change orders, purchases, deliveries, submittals, review of mock-ups, possible conflicts, compatibility problems, time schedules, weather limitations, manufacturer's written recommendations, warranty requirements, compatibility of materials, acceptability of materials, temporary facilities and controls, space and access limitations, regulations of authorities having jurisdiction, testing and inspecting, installation procedures, coordination with other work, required performance results, protection of adjacent work, protection of the sites and its elements. Construction Manager shall record significant conference discussions, agreements and disagreements including corrective action measures and action.

### ARTICLE 7 CONTROL AND QUALITY OF WORK AND MATERIAL

#### 7.1. Quality Control

- 7.1.1. Generally -- Contractor has the primary responsibility for quality control. Contractor will provide continuous superintendence and inspection to insure that the work is completed in accordance with the plans and specifications, Additionally, during the performance of the Work, Metro, the Engineer, and Special Inspectors, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, including representatives of federal, state, and local agencies having jurisdiction over the Work, may at any time, and for any purpose, enter upon the Site, the shops where any part of such Work may be in preparation, or the factories or sites where any materials for use in the Work are being or are to be manufactured or derived. Contractor shall provide proper and safe facilities therefore, and shall make arrangements with manufacturers or other suppliers to facilitate inspection of their processes and products to such extent as Metro's interest may require.

No claims for extension of the Contract Time or increase in the Contract Amount shall be allowed for any access allowed to Metro under this Paragraph.

- 7.1.2. Quality Control Plan -- Contractor shall prepare and submit to the Construction Manager within thirty (30) days following Notice to Proceed a Quality Control Plan, which describes Contractor's, procedures for implementing the Quality Control Program. The Plan shall include, but not be limited to, the Quality Control Organization, inspection procedures, tests anticipated, materials control, contingency plans related to fire protection and remediation of contaminated releases or other environmental improvement, and reports. Metro reserves the right to accept or reject or modify the Quality Control Plan. Contractor will submit an interim Quality Control Plan prior to the start of work to cover the first thirty days (30) of construction.

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- 7.1.3. Quality Control Manager -- Prior to initiation of construction, Contractor shall designate in writing a Quality Control Manager who shall be responsible for coordinating Contractor's Quality Control Program. The individual so designated shall be the interface with the Construction Manager on matters relating to submittals, inspection, scheduling, unacceptable work product and corrective actions. Metro reserves the right to accept or reject the Quality Control Manager designated by Contractor.
- 7.2. Inspection -- Contractor has the primary responsibility for providing inspection and testing, except as otherwise set forth in the specifications. Metro and its agents will also inspect at their discretion or as outlined in the specifications.
- 7.2.1. Generally -- Contractor shall at all times commencing with the issuance of the Notice to Proceed until Final Completion and Acceptance of the Work, permit Metro, the Engineer, and Special Inspectors, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, including representatives of federal, state, and local agencies having jurisdiction over the Work, to visit and monitor the progress of the Work for conformance of the Work with the Contract Documents.
- 7.2.2. Special Inspections -- Contractor shall at all times, commencing with the issuance of the Notice to Proceed until Final Completion and Acceptance of the Work, permit Metro, the Engineer and Special Inspectors, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, including representatives of federal, state, and local agencies having jurisdiction over the Work, to visit and inspect the Work, the materials and the manufacture and preparation of such materials, and subject the Work and materials to inspection and testing to determine if the Work conforms to the requirements of the Contract Documents. Contractor shall maintain proper facilities and safe access for all such inspections. Where the Contract requires work to be inspected or tested, it shall not be covered up until inspected, tested and approved by Metro or the testing Agency. Contractor shall be solely responsible for notifying Construction Manager at least two (2) working days prior to performing such work, so that necessary arrangements for inspection and testing can be made. Should any work be covered without such inspection or test and approval, it shall be uncovered and repaired at Contractor's expense.
- 7.2.3. Notice to Metro for Certain Work Days -- Whenever Contractor intends to perform work on Saturday, Sunday or any legal holiday, it shall give written notice to Metro of such intention at least two (2) working days prior to performing such work, or such other period as may be specified by Metro, so that Metro may make the necessary arrangement for testing and inspection.
- 7.2.4. Correction of Defective Work Before Acceptance -- Any defective work or work which otherwise fails to conform to the Contract Documents, which is discovered before Final Completion and Acceptance of the Work, shall be corrected immediately by Contractor, and any unsatisfactory materials shall be rejected and replaced with satisfactory materials, notwithstanding that they may have been overlooked by the authorized inspector. The inspection of the Work by Metro, the Engineer or any other agency shall not relieve Contractor of any of its obligations to perform fully all of the terms and provisions of the Contract Documents.
- 7.2.5. Acceptance Not Implied by Failure to Object -- Failure or neglect on the part of Metro or any of its authorized representatives to condemn or reject defective, improper or inferior work or materials shall not be construed to imply a final acceptance of such work or materials and shall not be construed as relieving Contractor of its duties to perform fully all requirements of the Contract Documents.
- 7.3. Unsatisfactory Materials and Workmanship
- 7.3.1. Generally -- Material, work or workmanship which, in the opinion of the Construction Manager, does not conform to the Contract Documents, or is not equal to the samples submitted to and approved by the Construction Manager, or is in any way unsatisfactory or unsuited to the purpose for which it is intended,

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will be rejected. Contractor shall bear the cost of correcting or removing as deemed necessary by Metro, all non-conforming materials, work or workmanship. Contractor shall make a close inspection of all materials as delivered, and shall promptly replace all defective materials with conforming materials without waiting for their rejection by Metro.

- 7.3.2. Removal of Rejected or Non-Conforming Work or Material -- All rejected material or work, and all defective or non-conforming work or material, shall be removed from the Site without delay. If Contractor fails to do so within forty-eight (48) hours after having been so directed by Metro, the rejected material may be removed by Metro and the cost of removal charged against Contractor and deducted from Retainage held by Metro or offset against payments due Contractor, at Metro's option.

If in the judgment of Metro it is undesirable or impracticable to replace any defective or non-conforming work or materials, the compensation to be paid to Contractor shall be reduced by Change Order or Force Account, as applicable, by such amount as, in the judgment of Metro, shall be equitable.

- 7.4. General Warranty of Contractor -- Contractor warrants to Metro that materials and equipment provided under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects and contaminants not inherent in the quality required or permitted, and that the Work will conform with 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 under normal usage. If required by Metro, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The warranty made by Contractor under this Paragraph shall be in addition to any other specific warranties and certifications required elsewhere in these Contract Documents.

- 7.5. Correction of Work by Contractor -- Contractor shall be responsible for and shall promptly correct or replace any defective Work, whether due to faulty or contaminated materials or errors in workmanship, or Work failing to conform to the requirements of the Contract Documents which may be discovered or which may develop within one (1) year after the date of Substantial Completion or within such longer period as is specified below or otherwise in these Contract Documents.

In the case of equipment manufactured by others and supplied and/or installed by Contractor, the one (1) year period shall commence upon the date of first beneficial operation of such equipment by Metro. In the case of Work which is corrected or replaced by Contractor, the one (1) year period shall commence again on the date of acceptance by Metro of such corrected or replaced Work. Testing shall not be construed to mean acceptance.

If Metro does not require correction or replacement of defective Work or Work failing to conform to the Contract Documents, Contractor, if required by Metro, shall repay to Metro such portion of the Contract Amount as is equitable under the circumstances, as determined by Metro.

Contractor's responsibilities under this Paragraph shall not extend to correction or replacement of defects, which are attributable to mistreatment by Metro, or to normal wear and tear.

- 7.6. Warranty and Correction Agreements by Subcontractors

- 7.6.1. Generally -- In addition to any requirements for written warranties required by the Specifications, Contractor shall require all of its Subcontractors and Suppliers of any tier to make the same warranty to Metro as Contractor makes under Paragraph 7.4. Contractor shall also require all of its Subcontractors and Suppliers of any tier to agree to correct or replace defective Work or Work not conforming to the Contract Documents, and to take full responsibility for defective materials, in the same manner as Contractor agrees to correct or replace such Work under Paragraph 7.5.

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- 7.6.2. Form of Submissions -- Contractor shall require all of its Subcontractors and Suppliers of any tier to sign documents evidencing the promises made pursuant to Subparagraph 7.6.1 above and shall submit such documents to Metro with its request for Final Payment. Such documents shall be signed by both Contractor and the applicable Subcontractor or Supplier and shall be in the following form:

"We the undersigned hereby warrant that the \_\_\_\_\_

\_\_\_\_\_  
(described work performed and/or materials provided)

which we have provided for INSERT PROJECT NAME has been done in accordance with the Contract Documents and that the work as provided will fulfill the requirements of the warranty included in Article 7 of the Contract Documents.

"We agree to correct or remove and replace any or all of our work, together with any other adjacent work which may be displaced or affected by so doing, that may be defective in its workmanship or materials or which may fail to conform to the requirements of the Contract Documents within a period of one (1) year following the applicable date described in Paragraph 7.5 without any expense whatsoever to Metro, normal wear and tear and mistreatment excepted.

"In the event of our failure to comply with the above-mentioned conditions within twenty (20) calendar days after Metro notifies Contractor in writing, we collectively and separately do hereby authorize Metro to proceed to have said defects repaired and corrected at our expense and we will honor and pay the costs and to dispose of nonconforming materials and charges therefore upon demand."

- 7.7. Remedies Not Restrictive -- The remedies provided for in this Article shall not be restrictive of but shall be cumulative and in addition to all other remedies of Metro in respect to latent defects, frauds or failure to perform all work as required by the Contract Documents.
- 7.8. Proof of Compliance with Contract Provisions -- For Metro to determine whether Contractor has complied or is complying with the requirements of the Contract which are not readily enforceable by inspection and test of the Work, Contractor shall, upon request, promptly submit to Metro such properly authenticated documents as may be necessary to demonstrate compliance with the Contract or other satisfactory proof of its compliance with such requirements.
- 7.9. Patents, Copyrights, Trademarks -- All fees or costs of claims for any patented invention, article or arrangement or any copyrights or trademarks that may be used upon or in any manner connected with the performance of the Work or any part thereof, shall be included in the Bid for doing the Work. Contractor shall save, keep, hold harmless, and fully indemnify Metro, Landscape Architect, Engineer, Architect, or any other consultant from all damages, claims for damage, lawsuits, costs, expenses or liabilities of whatever nature in law or equity, including attorney's fees and court costs, which may at any time arise or be set up for any infringement of the patent rights, copyrights or trademarks of any person or persons in consequence of the use by Metro of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or has not the lawful right to sell the same. This is in addition to all other hold harmless and indemnification clauses in these Contract Documents.
- 7.10. Anti-Trust Claims -- By entering into this Contract, Contractor, for consideration paid to Contractor under the Contract, does irrevocably assign to Metro any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future, including, at Metro's option, the right to control any such litigation on such claim for relief or cause of action, by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, in connection with any goods or services that are used, in whole or in part, for the purpose of carrying out Contractor's obligations under this Contract.

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Contractor shall require all Subcontractors and Suppliers to irrevocably assign to Metro, as a third party beneficiary any right, title or interest that has accrued or may accrue to the Subcontractors or Suppliers by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at Metro's option, the rights to control any litigation arising hereunder, in connection with any goods or services provided to the Subcontractors or Suppliers by any person, in whole or in part, for the purpose of carrying out the Subcontractors' or Suppliers' obligations as agreed to by Contractor in pursuance of the completion of the Contract.

In connection with Contractor's, Subcontractors' or Suppliers' assignment, it is an express obligation of Contractor, Subcontractor or Supplier that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to Metro. It is an express obligation of Contractor, Subcontractor or Supplier to advise the Office of Metro Attorney:

- 7.10.1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- 7.10.2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the impendency of such action; and
- 7.10.3. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to Metro.

Furthermore, it is understood and agreed that in the event that any payment under any such claim is made to Contractor, Subcontractor or Supplier, it shall promptly pay over to Metro its proportionate share thereof, if any, assigned to Metro hereunder.

### ARTICLE 8 CHANGES IN THE WORK

- 8.1. Change Orders Generally -- Metro may order changes in the Work herein required, including deletions of work, and may order additional materials and work in connection with the performance of the Work.

If such changes in the Work increase or decrease the cost of any part of the Work or change the time necessary to complete the Work, the Contract Amount shall be increased or decreased by such amount and the Contract Time changed as Contractor and Metro may agree upon as reasonable in a written Change Order. Contractor shall promptly comply with such Change Orders and carry them out in accordance with the Contract Documents.

No order for any alteration, modification or additional work which shall increase or decrease the Contract Amount or change the Contract Time shall become part of the Contract unless the resulting Change Order shall have been agreed upon in writing and the Change Order signed by Contractor and Metro, unless the work is Force Account work. Metro may, at its discretion, also require the signature of Contractor's surety on the Change Order. Prior to the approval of such Change Order, the Architect/Engineer shall have approved any design modifications entailed thereby.

- 8.2. Procedure for Determining Impact of Change Orders on Contract Amount

- 8.2.1. Price Before Proceeding -- If Metro intends to order changes in the Work, it may request a proposal by Contractor for the proposed added or deleted work before directing Contractor to commence work. Within fourteen (14) days after issuance of such request by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so indicated and written proposals from Subcontractors or Suppliers shall be

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included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.

- 8.2.2. Proceed While Pricing -- If Metro finds it necessary to make changes in the Work in an expeditious manner, it may direct Contractor to proceed with the change while preparing a proposal for the added or deleted Work. In such an instance, Metro may assign an estimated value to the change, which Contractor shall not exceed without further authorization by Metro. Within fourteen (14) days after issuance of such by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.
- 8.2.3. Unit Prices -- If the proposed additional or deleted work is the subject of Unit Prices stated in the Contract Documents or subsequently agreed upon, such Unit Prices shall be binding upon Contractor in calculating the increase or decrease in the Contract Amount attributable to the proposed additional or deleted work.

A unit price schedule is as follows:

### Unit Price No.1 – Sub-grade Stabilization (6")

1. Description: This work shall include, in areas where directed by Owner's Representative, excavation, stockpile and/or embankment of suitable excavated material, disposal of unsuitable excavated material, and placement of subgrade geotextiles and Quarry Spalls to the 6-inch depth at lines and grades as specified, shown or directed.
2. Requirements: Payment shall only be made for 6-inch subgrade stabilization performed under the direction and approval of the Owner's Representative.
3. Unit of Measurement: The surface area will be determined by horizontal measurements and paid per square yard of installation. In areas where directed to stabilize to a depth other than indicated, the areas will be adjusted by converting to an equivalent number of square yards on a proportionate volume basis.
4. Payment: Payment shall be in full for furnishing and placing all materials, and for furnishing all equipment, labor and incidentals necessary to complete the work as specified. The subgrade geotextile material shall be incidental. No separate or additional payment will be made for excavation, geotextile Quarry Spalls or Base Course backfill material, or water.

Unit of Measurement: cubic yard in truck.

### Unit Price No.2 – Gravel Trail (6 foot wide)

1. Description: Install six foot (6') gravel trail per details and according to all relevant specifications. Place trail at alignment identified and approved by Owner's Representative. See Section 01030 – Alternates.
2. Unit of Measurement: The surface area will be determined by horizontal measurements and paid per lineal foot of installation and compacted to specified density.

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3. Payment: Payment shall be in full for furnishing and placing all materials, and for furnishing all equipment, labor and incidentals necessary to complete the work as specified.

Unit Price No.3 – Cost to install six foot (6') gravel trail per details.

1. Description: Install six foot (6') gravel trail per details and according to all relevant Division 2, specifications
2. Unit of Measurement: lineal foot placed and compacted to specified density.

- 8.3. Limitations when Change Orders Impact Contract Amount-- The following limitations shall apply in the calculation of the costs of changes in the Work:

- 8.3.1. Overhead and Profit -- Contractor will be permitted a reasonable allowance for Profit and Overhead on its increased Direct Cost resulting from any changes in the Work ordered by Metro. Likewise, Profit and Overhead will be deducted for any portion of the Work, which is deleted. In the case of a change involving both credits and extras, Overhead and Profit shall be applied to the net extra after subtraction of credits.

Overhead and Profit for the entity performing the work with its own crews shall not exceed twenty percent (20%) of the Direct Cost of the changed work.

Overhead and Profit for Contractor or Subcontractor who has had the work performed by a lower tier Subcontractor shall not exceed five percent (5%) of the Direct Cost of the changed work.

If the Work is performed by a second-tier or inferior Subcontractor, the total Overhead and Profit for all tiers shall in no event exceed thirty percent (30%) of the Direct Cost of the changed work. Distribution of this Overhead and Profit among the tiers is the responsibility of Contractor.

- 8.3.2. Taxes and Insurance -- Federal, state, regional, county and local taxes, including, but not limited to, income taxes, excise taxes, sales and use taxes and payroll taxes and insurance shall be shown separately and will be allowed on extras and shall be credited on credits. No Overhead and Profit will be allowed on taxes and insurance.

- 8.3.3. Bond Premiums -- The actual rate of bond premium as paid on the additional Direct Cost plus the cost of taxes defined in 8.3.2 will be allowed. No Overhead and Profit will be allowed on such premiums.

- 8.3.4. Equipment Costs -- The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be limited to those rates in the Rental Rate Bluebook published by Dataquest Incorporated, 1290 Ridder Park Drive, San Jose, California 95131-2398, (800) 227-8444.

- 8.4. Force Account Work -- If Contractor does not respond to Metro's Request for Proposal with a cost breakdown within the fourteen (14) day period as required above, or if Metro determines that Contractor's breakdown of costs is unreasonable in consideration of the work proposed to be added or deleted, or if Metro determines that the proposed work must be commenced promptly to avoid delay to the Project, Metro may issue an order for Force Account work and Contractor shall promptly perform or delete the work described in such order. Change, if any, in the Contract Amount due to such Force Account work shall be the sum total of the following items:

- 8.4.1. Actual labor cost, including premium on compensation insurance and charge for social security taxes, and other taxes pertaining to labor.

- 8.4.2. The proportionate cost of premiums of public liability property damage and other insurance applicable to the extra work involved and required by these Contract Documents.

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- 8.4.3. Actual cost of material, including applicable taxes pertaining to materials.
- 8.4.4. Actual cost of plant and equipment rental, at rates to be agreed upon in writing before the work is begun or at rates per Subparagraph 8.3.4 above. No charge for the cost of repairs to plant or equipment will be allowed. Equipment items having a capital cost of under \$250.00 are considered small tools and classified as Overhead.
- 8.4.5. Overhead and Profit as provided and limited in Paragraph 8.3.
- 8.4.6. The proportionate actual costs of premiums for bonds required by these Contract Documents.

Whenever any Force Account work is in progress, Contractor shall furnish each working day to Metro a detailed written report signed by Contractor and Metro's representative of the amount and cost of all of the items listed in (1) through (6) above, and no claim for compensation for such extra work will be allowed unless such report shall have been made. Metro reserves the right to provide such materials as it may deem expedient and no compensation, overhead or profit will be allowed to Contractor for such materials.

- 8.5. Oral Modifications -- No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

### 8.6. Contractor Proposals for Changes in Work

- 8.6.1. Generally -- At any time during the performance of the Work, Contractor may propose to Metro changes in work which Contractor believes will result in higher quality work, improve safety, shorten the Contract Time, decrease the Contract Amount, or otherwise result in better or more efficient work.
- 8.6.2. Purpose -- Metro encourages Contractor to submit Value Engineering Change Proposals (VECPs) in order to avail Metro of potential cost savings that may result. Contractor and Metro will share any savings, computed in accordance with instructions herein. Contractor is encouraged to submit VECPs whenever he/she identifies an area which can be improved, using the format described herein.
- 8.6.3. Application -- This clause applies to a contractor developed and documented VECP which: (1) requires a change to this Agreement to implement the VECP; and (2) reduces the Contract Price without impairing essential functions or characteristics of the Work, provided it is not based solely on a change in specified quantities.
- 8.6.4. Documentation -- At a minimum, the following information shall be submitted by Contractor with each VECP: (1) description of the existing requirements of the Contract Documents which are involved in the proposed change; (2) description of the proposed change; (3) discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item; (4) itemization of the requirements which must be changed if the VECP is accepted (e.g., Drawing numbers and Specifications); (5) justification for changes in function or characteristics of each such affected item and effect of the change on the performance of the end item; (6) effect of proposed change on life-cycle costs, including operation and maintenance, replacement costs, and life expectancy; (7) date or time by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on Contract Time or delivery schedule; and (8) cost estimate for existing contract requirements correlated to their lump sum breakdown and proposed changed requirements. Costs of development and implementation by Contractor shall be identified. Estimated Metro costs (e.g., cost of testing, redesign and any additional permit agency review fees) shall also be identified.

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- 8.6.5. Submission --Proposals will be processed expeditiously; however, Metro will not be liable for any delay in acting upon any proposal submitted pursuant to this clause. Contractor shall have the right to withdraw, in whole or in part, any VECP at any time prior to acceptance by Metro.
- 8.6.6. Acceptance -- Metro may accept, in whole or in part, by Change Order, any VECP submitted pursuant to this clause. Until a Change Order is issued, Contractor shall remain obligated to perform in accordance with this Agreement. The decision as to acceptance or rejection of any VECP will be at the sole discretion of Metro and will be final and not subject to review by mediation or otherwise.
- 8.6.7. Sharing -- If a VECP submitted by Contractor pursuant to this clause is accepted, Contractor shall proceed with the change and the Contract Price will be adjusted in accordance with the following provisions:

### *Definitions*

- 8.6.7.1. Estimated Gross Savings to Contractor (GS): The difference between cost of performing the Work according to the existing requirement and the cost if performed according to the proposed change. In each instance, Contractor's profit shall not be considered part of the cost.
- 8.6.7.2. Contractor Costs (CC): Reasonable costs incurred by Contractor in preparing the VECP and making the change such as cancellation or restocking charges where required.
- 8.6.7.3. Estimated Net Savings to Contractor (NS): Gross savings (GS) less Contractor costs (CC).
- 8.6.7.4. Metro's Costs (OC): Reasonable costs incurred by Metro for evaluating and implementing the VECP, such as testing and redesign, where required.

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### *Calculations*

8.6.7.5. The Contract Price shall be reduced by an amount equal to 50 percent of (NS) plus 50 percent of (OC), expressed by the formula:

$$\text{Reduction} = 0.5 (\text{NS}) + 0.5 (\text{OC}).$$

8.6.7.6. Contractor's profit will not be reduced by application of the VECP.

8.6.8. Subcontracts -- Contractor shall include appropriate value engineering incentive provisions in all subcontracts of \$25,000 or greater. Contractor may include such provisions in any Agreement. Subcontracts shall contain a provision that any benefits accruing to Contractor as a result of an accepted VECP initiated by a Subcontractor shall be shared by Contractor and Subcontractor. To compute any adjustment in the Contract Price under Paragraph 6.45 above, Contractor's costs of preparation and charge for a VECP shall include any preparation and change costs. Examples are cancellation or restocking charges when required.

8.6.9. Disclosure Restrictions -- Contractor may restrict Metro's right to use any sheet of a VECP or of the supporting data submitted pursuant to this clause, in accordance with the terms of the following legend if it is marked on such sheet:

### *Legend*

To the extent allowed by law, data furnished pursuant to the value engineering incentive clause of the Agreement shall not be: (1) disclosed to any outside person or agency, (2) duplicated, or (3) used. Metro may disclose, duplicate, or use furnished data to evaluate a VECP submitted under said clause. This restriction does not limit Metro's right to use information that has been obtained, or is otherwise available, from Contractor or from another source without limitations. If such a VECP is accepted, Metro shall have the right to duplicate, use, and disclose any data reasonably necessary to the full utilization of such VECP as accepted, in any manner and for any purpose whatsoever, and have others so do.

8.7. Impact of Authorized Changes in the Contract -- Changes in the Work made pursuant to this Article and extensions of the Contract Time allowed by Metro due to such changes shall not in any way release any warranty or promises given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the sureties of bonds executed pursuant to said provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of Contract Time made by reason thereof.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

9.1. Scope of Payment -- Payment to Contractor of the Contract Amount for performing all Work required under the Contract, as adjusted for any Change Orders approved as hereinbefore specified, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work, and for performing and completing, in accordance with these Contract Documents, all Work required under the Contract, and for all expenses incurred by Contractor for any purpose in connection with the performance and completion of said Work.

Whenever it is specified herein that Contractor is to do work or provide materials of any class for which no price is fixed in the Contract, it shall be understood that Contractor is to do such work or provide such materials without extra charge or allowance or direct payment of any sort, and that the cost of doing such work or providing such materials is included in its Bid.

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### 9.2. Schedule of Values

9.2.1. Generally -- Within fifteen (15) days after the Notice to Proceed, Contractor shall submit a detailed breakdown of its lump sum bid items. The format and detail of the breakdown shall be as directed by Metro and in accordance with the Specifications to facilitate and clarify future progress payments to Contractor. This breakdown shall be referred to as the Schedule of Values.

9.2.2. Review of Schedule of Values -- Metro will review the Schedule of Values to ascertain that the dollar amounts of the Schedule of Values are in fact fair cost allocations for the work item listed. Upon concurrence by Metro, a formal approval of this Schedule of Values will be issued. Metro shall be the sole judge of fair cost allocations. Contractor's monthly progress payment requests shall reflect the cost figures included in the approved Schedule of Values and shall be based upon completed work items or percentages of work items completed prior to the end of the payment period as more fully described below.

### 9.3. Progress Payment Procedure

9.3.1. Generally -- Subject to the approval of Metro, disbursements shall be made by Metro of progress payments upon written request of Contractor and pursuant to the Contract Documents as specified in Section 01019 of the Specifications.

Before the end of each calendar month, Contractor shall file with the Construction Manager in duplicate on a form approved by Metro, a proposed payment estimate for the period commencing on the 26th day of the previous month through midnight on the 25th day of the calendar month in question. Metro and the Construction Manger shall review Contractor's estimate and shall determine the value of Contractor's work based upon the Schedule of Values and incorporated labor and materials for the payment period. Contractor shall not be paid for any work, which is, in Metro's opinion, defective or improper or for work needed to correct Contractor's defective or improper work. Contractor shall be paid 95 percent (95%) of the determined value of work accomplished less any offset or withholding of sums by Metro allowed under the Contract Documents within thirty (30) days after receipt by Metro of Contractor's payment estimate. Metro will routinely withhold five percent (5%) as Retainage.

No inaccuracy or error in any monthly progress payment estimates shall operate to release Contractor or its surety from damages arising from such work or from the enforcement of each and every provision of the Contract Documents, and Metro shall have the right subsequently to correct any error made in any estimate for progress payments.

9.3.2. Retainage -- If, in Metro's opinion, work on the Project is progressing satisfactorily, Metro may eliminate additional Retainage on any remaining monthly progress payments after 50 percent (50%) of the Work under the Contract is, in Metro's opinion, completed. Elimination of additional Retainage under this Subparagraph shall be allowed by Metro only upon written application by Contractor, which application shall include written approval of Contractor's surety.

If after Metro allows such an elimination of additional Retainage, Metro determines that progress of the Work is not satisfactory or that Contractor has breached any provision of the Contract, Metro may again retain and continue to retain, in addition to that Retainage already being held by Metro, five percent (5%) of any future progress payments made to Contractor.

When Metro determines that the Work is 97-½ percent (97-½%) complete, Metro may, at its discretion and without application by Contractor reduce the retained amount to 100 percent (100%) of the value of the Work remaining to be done.

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All funds retained by Metro under this section shall be retained in a fund by Metro and paid in accordance with ORS 279C.570.

Contractor may elect to deposit bonds or securities of the type described below with Metro or in any bank or trust company to be held in lieu of the cash retainage described above and for the benefit of Metro. In such event, Metro shall reduce the Retainage in an amount equal the value of the bonds and securities and shall pay the amount of the reduction to Contractor in accordance with ORS.279C.570. Interest on such bonds or securities shall accrue to Contractor.

Bonds and securities deposited or acquired as described above shall be of a character approved by the Director of Oregon's Department of General Services including, but not limited to:

- 9.3.2.1 Bills, certificates, notes or bonds of the United States.
- 9.3.2.2 Other obligations of the United States or its agencies.
- 9.3.2.3 Obligations of any corporation wholly owned by the federal government.
- 9.3.2.4 Indebtedness of the Federal National Mortgage Association.

Contractor may elect to require Metro to deposit the accumulated Retainage in an interest bearing account in a bank, savings bank, trust company or savings association for the benefit of Metro. Interest on such an account shall accrue to Contractor.

If Metro incurs additional costs as a result of Contractor's exercise of any of the above-described options, Metro may recover such costs from Contractor by reduction of the Final Payment. Metro shall inform Contractor of all such accrued costs.

- 9.3.3. Payment for Material Stored Off Site -- Payment for material stored off of the Site will not be allowed unless the payment for such material benefits Metro in terms of lead time, scarcity, schedule, etc. Metro has sole discretion as to what materials will be paid for in advance of delivery to or installation on Site. Proof of off-site material purchases (invoice or checks) and appropriate insurance coverage will be required for payment. Title to all equipment and materials shall pass to Metro upon payment therefore or incorporation in the Work, whichever shall first occur, and Contractor shall prepare and execute all documents necessary to effect and perfect such transfer of title. Contractor must provide to Metro written consent from Contractor's surety approving the advanced payment for materials stored off-site.

The maximum prepayment allowed by Metro shall be 75 percent of the actual fair market value of the item being considered. Metro shall be the sole judge of fair market value. Contractor shall protect stored materials from damage, and damaged or otherwise unacceptable materials, even though paid for, shall not be incorporated into the Work.

- 9.3.4. Other Conditions Precedent to Payment -- It is a condition precedent to Contractor's rights to any payments under the Contract that all bills for labor and materials, including labor and materials supplied by or to Contractor, shall have been paid in full and, if requested by Metro, Contractor shall submit receipted invoices and/or lien waivers, as evidence of payment in full of all such accounts. As a further condition precedent to Contractor's right to any payments under this Contract, if requested by Metro, Contractor shall submit a claims release before any payment, and a final claims release stating Contractor has been paid in full prior to the Final Payment.

Payments to Contractor shall be conditioned upon Contractor complying with all provisions of this Contract regarding scheduling and progress reports submissions and upon Contractor furnishing all other information and data necessary to ascertain actual progress. Metro's determination that Contractor has

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failed or refused to furnish the required information, data, schedules or other reports shall constitute a basis for withholding all payments until the required information, data, revised schedules and diagrams, if necessary, and other reports are furnished.

9.3.5. Payment Does Not Imply Acceptance of Work -- The granting of any progress payment, or the receipt thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof, and shall in no way lessen the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may or may not have been apparent or detected at the time such payment was made

9.3.6. Offset of Sums Due Metro from Contractor --In addition to any retention rights allowed Metro under this Contract, it is mutually understood and agreed that Metro may, upon prior written notice to Contractor, offset from any payment otherwise due Contractor, as much as may be necessary to protect and compensate Metro from any costs or expenses it may incur due to any breach of the Contract by Contractor, including applicable liquidated damages. Any sums so offset shall become the property of Metro.

9.3.7. Time of the Essence --Time is of the essence for the performance of the Work under this Contract.

9.4. Substantial Completion -- When Contractor considers the Work to be substantially complete, Contractor shall submit to Metro a written notice that the Work is substantially complete and a punch list of items to be completed or corrected. Within a reasonable time after receipt of such notice, Metro and the Design Team (Engineers) will review the Work, including a physical inspection, to determine the status of completion. Should Metro determine that the Work is not substantially complete:

9.4.1. Construction Manager will promptly notify Contractor in writing, giving the reasons therefore.

9.4.2. Contractor shall remedy the deficiencies in the Work, and thereafter send a second written notice of Substantial Completion to Metro.

The above-described procedure shall be followed until the Work is, in the opinion of Metro and Engineer, substantially complete. At that point:

9.4.2.1. The Engineer will prepare a Certification of Substantial Completion on AIA Document G704, accompanied by the approved punch list of items to be completed or corrected as verified and amended by the Engineer.

9.4.2.2. Metro shall submit the Certificate of Substantial Completion to Contractor for signature. Contractor shall complete the items on the approved punch list.

9.5. Final Completion and Acceptance -- When Contractor considers the Work to be finally complete, Contractor shall submit written certification to Metro that:

9.5.1. Contract Documents have been reviewed.

9.5.2. Work has been inspected for compliance with Contract Documents.

9.5.3. Work has been completed in accordance with Contract Documents to include submission of record documents.

9.5.4. Equipment systems have been tested in presence of Metro and are operational.

9.5.5. Work is ready for final inspection.

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Engineer and Metro will promptly review the Work and include a physical inspection to verify the status of completion and shall inform Metro of the conclusions. Metro shall, within fifteen (15) days after receipt of Contractor's certification, either accept the Work or notify Contractor of the work yet to be performed on the Contract as outlined below.

Should the Engineer and Metro consider that the work is incomplete or defective:

9.5.5.1. Construction Manager will promptly notify Contractor in writing, listing the incomplete or defective work.

9.5.5.2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Metro that the Work is complete. Metro will then advise the Engineer.

9.5.5.3. Engineer and Metro will review and re-inspect the Work.

The above-described procedure shall be followed until the Work is, in the opinion of Metro and Engineer, finally complete. Contractor shall immediately thereafter prepare and submit Closeout Submittals as described below.

9.6. Closeout Submittals -- Contractor shall submit the following items, as applicable, with its request for Final Payment:

9.6.1. Evidence of Compliance with Requirements of Governing Authorities.

9.6.2. Project record documents in accordance with the Specifications.

9.6.3. Operation and maintenance data in accordance with the Specifications.

9.6.4. Warranties in accordance with requirements of various Specification sections and these General Conditions.

9.6.5. Extra stock and maintenance materials. Contractor shall submit receipts, signed by Metro, for the various specific items.

9.6.6. Evidence of payment and release of claims in accordance with the following section.

9.6.7. Consent of surety to Final Payment.

9.6.8. Certificates of insurance for products and completed operations in accordance with Article 11 of these General Conditions.

9.6.9. If Contractor is a non-resident bidder as that term is defined in Subparagraph 14.3.6, complete documentation of Contractor's compliance with ORS 279A.120

9.7. Releases -- Contractor and each assignee under any assignment in effect at the time of Final Payment shall execute and deliver, at the time of application for Final Payment, as a condition precedent to Final Payment, a release in form and substance satisfactory to Metro, discharging and releasing Metro and the Engineer of and from all liabilities, obligations and claims arising under this Contract.

In addition to the above-described release, Contractor shall:

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- 9.7.1. Submit to Metro an affidavit certifying that Contractor has paid all federal, state and local taxes including excise, use, sales, and employee withholding taxes.
- 9.7.2. Deliver to Metro written releases of all rights to file claims against Metro or to file claims on any bonds in connection with the Contract, signed by each Subcontractor and Supplier who performed labor or furnished materials in connection with the work.
- 9.7.3. Deliver to Metro Contractor's written undertaking, with sureties acceptable to Metro:
- 9.7.3.1. To promptly pay and obtain a release of claims on any bonds which may in the future affect the premises; and
- 9.7.3.2. To defend, indemnify and save Metro harmless from any liability or expense because of any claim on any bond or any other claim related to the Contract or the Work.
- 9.8. Final Payment -- Upon application of Contractor and Contractor's completion of and compliance with all of the provisions of the above Paragraphs and settle of all claims arising from the agreement including claims that Metro may have against Contractor, Metro shall pay Contractor the balance of the Contract Amount subject to the availability of monies in the Construction Fund as described in Paragraph 9.1 and less any previous payments, offsets and withholdings allowed Metro under this Contract and Retainage which has been returned to Contractor.

Acceptance of Final Payment by Contractor shall constitute a waiver of all claims of whatever nature which Contractor may have or allege to have against Metro arising out of or related to Work described in the Contract Documents.

- 9.9. No Waiver of Rights -- Neither the final review by Metro, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by Metro, nor any extension of time, nor any position taken by Metro shall operate as a waiver of any provision of this Contract or of any power herein reserved by Metro or any right to damage herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All of Metro's remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and Metro shall have any and all equitable and legal remedies, which it would in any case have.

### ARTICLE 10 SAFETY AND PROTECTION OF THE WORK

#### 10.1. Safety Requirements

- 10.1.1. Safety Generally -- Contractor shall be solely and completely responsible for the safety of the Work and the Site, including, but not limited to, the safety of all persons and property involved in the Work at the Site at any time until Final Completion and Acceptance of the Work.

All Work shall be performed in full accordance with all applicable safety codes, laws, ordinances and requirements including, but not limited to, the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act as set forth in Title 29 of the Code of Federal Regulations, federal and state OSHA, Metro's insurance standards, and all other applicable safety codes. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from any requirements in the Contract Documents to comply with such safety provisions or from any penalties for failure to so comply.

Contractor shall inspect the Work and the Site daily and immediately correct any unsafe conditions. All job personnel shall be knowledgeable of and comply with the above safety requirements.

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Contractor shall take all precautions to prevent the possibility of fire resulting from contract operations. Contractor shall provide properly maintained emergency fire extinguishing equipment of a readily available type and quantity as necessary to meet potential fire hazards.

10.1.2. Health and Safety Program -- Contractor shall develop, publish and implement the overall Health and Safety Program for the Project. Refer to the Technical Specifications. This Program shall conform to all applicable codes. Contractor shall submit the written Health and Safety Program to Metro for review and comment within fourteen (14) days after the receipt of the written Notice To Proceed. The Program, as approved by Metro, shall subsequently be distributed to and implemented by Contractor's personnel as well as its Subcontractors and Suppliers. Contractor shall fully implement and comply with the approved Safety Program.

10.1.3. Health and Safety Officer -- Prior to initiation of construction, Contractor shall designate in writing a Site Health and Safety Officer who shall be responsible for coordinating Contractor's Health and Safety Program. The individual so designated shall be the interface with the Construction Manager on matters relating to safety, and Contractor's compliance with the approved Safety Program. Metro reserves the right to accept or reject the Health and Safety Officer designated by Contractor.

10.2. First Aid -- Contractor shall maintain on the Site during work operations, a member of its work force who is qualified in administering first aid to its personnel and shall have available in its job office the first aid equipment as required to meet all applicable safety codes. The names and credentials of qualified personnel will be submitted to the Construction Manager.

Contractor shall require or provide adequate clothing and protective gear for all personnel working on the job site. This includes but is not limited to hard hats; substantial boots or shoes, shirts with sleeves at all times; eye and ear protection, gloves, face masks, welding hoods, safety belts as required for the type of work being done.

10.3. Protection of Work, Persons and Property Against Damages -- Contractor shall protect the Work from damage due to construction operations, the action of the elements, including erosion due to normal and extraordinary weather conditions, the carelessness of other contractors, vandalism, or any other cause whatever until Final Completion and Acceptance of the Work.

Contractor shall protect all public and private property insofar as it may be endangered by operations of Contractor including adjoining lands, air and waterways, and shall be fully responsible for taking proper precautions for the prevention of accidents to persons and/or damage to such property at, on or near the Site.

All federal, state and local safety and environmental protection laws, rules and orders including fire codes, applicable to the Work to be done under the Contract, shall be obeyed, complied with and enforced by Contractor.

Contractor shall provide and maintain such guards, fences, barriers, signs, regulatory and warning lights, and other traffic control and safety devices adjacent to and on the Site as required by the City of Wilsonville and Clackamas County or as may be necessary to prevent accidents to the public and damage to property. Contractor shall also provide, place and maintain such lights as may be necessary for illuminating the said signs, guards, fences, barriers and other traffic and safety control devices.

Upon Final Completion and Acceptance of the Work, Contractor shall remove all temporary signs, lights, barriers, etc., from the Site.

### ARTICLE 11 INDEMNIFICATION AND INSURANCE

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## General Conditions

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11.1. Indemnification -- Contractor agrees that for purposes of the Oregon Tort Claims Act (ORS 30.260 through 30.300), neither Contractor, its officers, agents and employees nor any Subcontractor or Supplier of Contractor of any tier, or its officers, agents or employees, are agents of Metro. Contractor for itself and its officers, agents, employees and its Subcontractors and Suppliers of any tier and their officers, agents and employees will make no claim whatsoever against Metro for indemnification pursuant to ORS 30.260 to 30.300 and Contractor agrees to hold Metro harmless and indemnify Metro from any such claims.

Contractor shall assume all responsibility for the Work and shall bear all losses and damages directly or indirectly resulting to Contractor, Metro, Engineer, their officers, agents and employees, or to others on account of the character or performance of the Work, or accidents, unless such cause is due to the sole negligence of Metro or Engineer.

Contractor shall assume the defense, if requested, indemnify and hold harmless Metro and Engineer from all claims, liability, loss, damage, consequential or otherwise, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of Contractor or any Subcontractor or Supplier under the Contract or in any way arising out of the Contract, irrespective of whether fault is the basis of the liability or claim.

Any specific duty or liability imposed or assumed by Contractor, as may be otherwise set forth in the Contract Documents, shall not be construed as a limitation or restriction of the general liability or duty imposed upon Contractor by this Paragraph.

Such liabilities and losses from which Contractor shall indemnify and hold harmless the above-described indemnities shall include, but not be limited to:

- 11.1.1. Special activities by Metro to verify and/or expedite delivery of materials and those losses incurred by Metro as a result of any delays to Other Metro Contractors resulting from acts of Contractor or its failure to act.
- 11.1.2. Acceleration payments to Other Metro Contractors on the project or related projects resulting from Contractor falling behind the Construction Schedule for causes not entitling it to an extension of time under any provisions of the Contract Documents which cause other Metro Contractors to fall behind the Construction Schedule and who must then accelerate the performance of the work, as directed by Metro, in order to maintain progress.
- 11.1.3. Violations of the ordinances or regulations of Metro, any federal, state, county or city laws or order of any properly constituted authority in any manner affecting this Contract, in addition to any laws or regulations which might affect this Contract.
- 11.1.4. Any and all suits, actions, damages or claims of every name and description to which the above indemnified may be subjected or put by reason of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from acts or omissions on the part of Contractor, its Subcontractors, officers, employees or agents and all attorney's fees and court costs incident thereto.

11.2. Insurance

11.2.1. Public Liability and Property Damage Insurance  
Contractor shall purchase and maintain, at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents.

# Section 00700

## General Conditions

- A. Broad form commercial general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be on an occurrence basis with an annual aggregate limit of \$1,000,000.

Metro and the City of Wilsonville, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

- C. Subcontractor's Insurance – Contractor shall require that all of its Subcontractors and Suppliers of any tier provide insurance coverage and conditions identical to Contractor's insurance coverage, except that the policy limits of all Subcontractors' insurance coverage shall be at least \$1,000,000 combined single limit for each occurrence and in the aggregate.

### 11.2.2. Workers' Compensation and Employer's Liability Insurance

The Contractor, its subcontractors, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability of \$1,000,000.

- ### 11.2.3. Forms of Policies and Other Insurance Requirements -- In addition to filing any other insurance certificates specified elsewhere in these Contract Documents, Contractor shall, within seven (7) days following Notice of Award of Contract, provide Metro two (2) certified copies of the policies of all insurance herein required to be obtained by Contractor except that Worker's Compensation Insurance may be evidenced by a Certificate of Insurance. At Metro's request, Contractor shall immediately deliver to Metro the receipts for payment of premiums on any or all such policies.

All policies of insurance and Certificates of Insurance shall be satisfactory to Metro. Approval of the insurance by Metro shall not relieve or decrease the extent to which Contractor or Contractor's Subcontractors and Suppliers of any tier may be held responsible for payment of any and all damages resulting from performance of the Work.

Each such policy or Certificate of Insurance shall bear an endorsement precluding its cancellation, expiration or any reduction in its coverage without giving to Metro at least sixty (60) days prior written notice. Contractor shall file with Metro two (2) certified copies of the required new or renewed policy or two (2) Certificates of Insurance for each such policy, as applicable, before the effective date of such cancellation, change or expiration.

If Contractor neglects to obtain or maintain in force any such insurance or to deliver such policy or policies, certificates and receipts to Metro, then Metro may, at its option, obtain and maintain such insurance. Contractor hereby appoints Metro its true and lawful attorney, to do all things necessary to obtain and maintain such insurance. All monies expended by Metro for such insurance shall be charged to Contractor and Metro may offset its costs in obtaining and/or maintaining such policies from sums due or to become due Contractor under the Contract or otherwise collect such sums from Contractor. Failure of Metro to obtain or maintain such insurance shall in no way relieve Contractor of any of its responsibilities under this Contract.

Contractor's failure to maintain any item of the required insurance shall be sufficient cause for termination or suspension of this Contract.

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## General Conditions

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All insurance required shall be obtained through a company or companies having a policyholders surplus of at least ten (10) times the amount or limit of liability afforded by such insurance company on policies issued for this Contract. Such company shall be duly and legally licensed to transact business in the state of Oregon and shall be acceptable to Metro. Said insurance shall be primary over any insurance or self-insurance of Metro.

### 11.3. Builder's All Risk Insurance

- 11.3.1. Contractor, for the life of this Contract, shall effect and maintain Builders All Risk Insurance and fire insurance with extended coverage and malicious mischief coverage upon the structures on which the work of this Contract is to be done to 100 percent (100%) of the insurable value thereof, protecting: 1) Owner's interest; 2) Contractor's interest; and 3) the subcontractor's interests in the work. Contractor's interest and the subcontractor's interests, as used herein, means their property interests and the property interests of others for which they are responsible in the Project, in all materials and supplies entering into or used or destined for use therein, and in all expendable items of equipment which are used in or are incidental to but which do not become a part of the finished Project, located at the job site at the time of loss or damage. Such insurance shall not exclude coverage for landslides, collapse, explosion or loss due to the result of faulty workmanship.
- 11.3.2. Contractor and all subcontractors shall be responsible for any loss or damage to their machinery and apparatus and nonexpendable items of their equipment.
- 11.3.3. Contractor shall provide adequate fire protection equipment and safeguards to protect the Owner and Contractor's interests in accordance with the Owner's insurance carrier's requirements.

### 11.4. Labor and Materials and Performance Bonds

- 11.4.1 Contractor shall provide continuous coverage of a separate Performance Bond and a Labor and Materials Bond for the duration of the Contract. The Bonds shall be in the forms provided in these Contract Documents.
- 11.4.2 As an alternative to providing either or both of the bonds specified in this section 11.03, Contractor may provide a Letter or Letters of Credit, issued by a sound financial institution satisfactory to Metro. Such Letter or Letters of Credit shall be in a form acceptable to Metro. The Letter or Letters of Credit shall be in an amount equivalent to the bonds required under this section.

## **ARTICLE 12 MWESB PROGRAM**

Contractor shall comply with all pertinent provisions of Metro's Minority, Women and Emerging Small Business Program which are contained in Metro Code 2.04 and which are by this reference expressly incorporated herein and made a part of this Contract.

Contractor shall not replace a minority, women-owned or emerging small business enterprise Subcontractor with another Subcontractor, either before Contract award or during Contract performance, without prior written approval of Metro. In replacing a minority, women-owned or emerging small business Subcontractor, Contractor shall replace such minority, women-owned or emerging small business Subcontractor with another certified minority, women-owned or emerging small business Subcontractor or make good faith efforts to do so. Such good faith efforts shall be consistent with those procedures required during the original bidding process. Failure to do so shall constitute Contractor's default of this Contract, and Metro, at its option, may terminate this Contract under the procedures set out in Article 15.

Metro reserves the right, at all times during the period of this Contract, to monitor Contractor's compliance with the terms of the MWESB Program and enforce the program if Contractor should fail to so comply. Contractor shall be bound by any

# Section 00700

## General Conditions

and all representations made concerning its compliance with the program prior to Contract award and any and all representations made by Contractor concerning the replacement of a minority or women-owned business Subcontractor during the performance of this Contract.

### ARTICLE 13 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION REQUIREMENT

Contractor shall be certified as Equal Employment Opportunity Affirmative Action Employers by the City of Portland, Oregon, for the entire term of the Contract. Contractor's Subcontractors and Suppliers shall be certified prior to commencement of any of their Work on the Project and shall remain certified for the entire duration of the Contract.

### ARTICLE 14 MISCELLANEOUS STATUTORY RESPONSIBILITIES OF CONTRACTOR

- 14.1. Generally -- Contractor shall keep itself fully informed of and shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances and orders pertaining in any manner, to this Contract and those rules, regulations and orders of any agency or authority having jurisdiction over the work or those persons employed or engaged therein. Contractor shall pay all taxes, including federal, state, regional, county, city or taxes of any other governmental entity applicable to the work performed or materials provided under this Contract.
- 14.2. Environmental Laws -- Contractor shall fully comply with all federal, state and local laws, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources and all amendments thereto. Contractor shall also fully comply with all rules, regulations and ordinances enacted or to be enacted by any federal, state or local agency dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. Such statutes, rules, regulations and ordinances shall include, but are not limited to those in 7 USCA Sections 136 to 136Y, 15 USCA Sections 2601 to 2629, 33 USCA Sections 1251 to 1376, 33 USCA Sections 1401 to 1445, 42 USCA Sections 300f to 300j-11, 42 USCA Sections 4321 to 4370a, 42 USCA Sections 4901 to 4918, 42 USCA Sections 6901 to 6991i, 42 USCA Sections 7401 to 7642, 42 USCA Sections 9601 to 9675, 29 USCA Sections 651 et seq., Oregon Administrative Rules Chapter 61, and Title 18 of the City of Portland Code.

Such agencies shall include, but not be limited to, the following:

#### FEDERAL AGENCIES

Agriculture, Department of  
    Forest Service  
    Soil Conservation Service  
Defense, Department of  
    Army Corps of Engineers  
Energy, Department of  
Environmental Protection Agency  
Health and Human Services, Department of  
Interior, Department of  
    Fish and Wildlife Service  
    Heritage Conservation and Recreation Service  
    Bureau of Land Management  
    Bureau of Indian Affairs  
    Water and Power Resource Service  
    Office of Surface Mining  
Labor, Department of  
    Occupational Safety and Health Administration  
    Mine Safety and Health Administration  
Transportation, Department of  
    Coast Guard

# Section 00700

## General Conditions

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Federal Highway Administration

### STATE AGENCIES

Agriculture, 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  
Land Conservation and Development, Department of  
Soil and Water Conservation Commission  
State Engineer  
State Land Board and Division of State Lands  
Water Resources Board, Department of  
Bureau of Labor and Industries

### LOCAL AGENCIES

Clackamas County  
City of Wilsonville  
Metro

### 14.3. Other Provisions of Oregon Law

- 14.3.1. Generally -- The provisions set out in Oregon Revised Statutes Chapters 187 and 279A, 279 B and 279C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of these Contract Documents. Such sections include, but are not necessarily limited to, ORS 187.010, 187.020 279A.120 279C.505 , 279C.515, 279C.520, 279C.525, 279C.530, 279C.540,, 279C.800, 279C.840, 279.352 279C.830, 279C.845, 279C.850, 279C.855, 279C.815, 279C.860, 279C.870, and 279C.550 through 279C.570. Contractor shall fully comply with all applicable provisions of these statutes. The specific requirements of certain of these sections are set out below.
- 14.3.2. Payment to Subcontractors and Laborers -- Pursuant to ORS 279C.505, Contractor shall make payment promptly, as due, to all persons supplying such Contractor labor or material for the projection of the Work provided in this Contract. Contractor shall pay all contributions or amounts due the Industrial Accident Fund (IAF) from such Contractor, Subcontractor or Supplier incurred in the performance of the Contract. Contractor shall not permit any lien or claim to be filed or prosecuted against Metro, the State, County, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 14.3.3. Failure to Make Payment for Labor or Services -- Pursuant to ORS 279C.515, if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with this Contract as such claim becomes due, Metro 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 Contractor by reason of such Contract. Metro's payment of such a claim in the manner authorized by ORS 279C.515 shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

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## General Conditions



**METRO**  
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(503) 797-1700

- 14.3.4. Hours of Work -- Except as provided in ORS 279C.540 no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of ten (10) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279C.540 Contractor shall furthermore comply with any applicable provisions of ORS , 279C.520 279C.540, and 279C.545
- 14.3.5. Payment for Medical Care -- Pursuant to ORS 279C.530 , Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.
- 14.3.6. Requirements for Non-resident bidder-- Pursuant to ORS279A.120, any "non-resident bidder awarded a public contract with a price exceeding \$10,000, shall promptly report to the Department of Revenue, on forms to be provided by the Oregon Department of Revenue, the total contract price, terms of payment, length of contract and such other information as may be required before Final Payment can be received on the public contract. Final Payment shall not be made until this provision has been complied with.

For purposes of this paragraph, a "foreign contractor" is one who is not domiciled in or registered to do business in the state of Oregon.

- 14.3.7. Prevailing Wage -- Except as limited by Oregon Revised Statutes, Contractor shall pay his/her workers and require his/her Subcontractors to pay its workers the prevailing rate of wage as required in ORS 279C.840 , and shall comply with all other requirements contained therein. The Appendix to this Contract contains a schedule of the existing prevailing rate of wage which may be paid to workers in each trade or occupation required to perform the Work, either by Contractor or its Subcontractors or any other person doing or contracting to do the whole or any part of the Work contemplated by this Contract, and such workers shall be paid not less than such specified minimum hourly rate of wage. The specifications for each subcontract shall include a copy of the prevailing wage schedule applicable to this project, and each subcontract shall include a clause regarding conformance to the schedule. In order to insure compliance of prevailing wage requirements, under Chapter 279C, Metro will require that all certified payrolls be submitted by contractor and subcontractor on a schedule to be determined by Metro. If project is subject to Davis-Bacon Act (40 U.S.C. 276a) contractor and all subcontractors shall pay higher of state or federal prevailing wages.
- 14.3.8. Sanitary Facilities -- Contractor shall be responsible for all costs that may be incurred in complying with ORS 654.150 and the rules adopted pursuant thereto including, but not limited to, securing exemption or partial exemption from the requirements of ORS 654.150, (sanitary facilities at construction projects; standards, exemptions).
- 14.3.9. Royalty Payments -- Contractor shall promptly pay when due, all royalties owed to the State of Oregon or other governmental entity under ORS Chapter 274 or other provision of law.
- 14.4. Work to Comply with Codes -- All Work shall be in full compliance with any and all codes specified in the Contract Documents and all federal, state and local laws, ordinances, rules, regulations and orders and all amendments to such codes, laws, ordinances, rules, regulations and orders. If Contractor observes or discovers that any portion or portions of the Contract Documents are at variance with any such requirements, Contractor shall promptly submit a written Request for Clarification to Metro pursuant to Paragraph 3.2, which shall fully describe the variance. If Contractor performs Work contrary to codes, laws, ordinances, rules, regulations or orders without submitting such Request to Metro, Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

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## General Conditions

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Persons authorized by Metro or any governmental body having jurisdiction over the Project may at any time enter upon any part of the work to ascertain whether Contractor is complying with such laws, ordinances, regulations or orders.

- 14.5. No Additional Compensation Allowed for Compliance with Laws -- The Contract Amount includes full compensation for compliance with all applicable laws, rule, regulations, ordinances and orders and all amendments thereto and Contractor shall not make claim for nor be allowed any additional compensation for such compliance.

### ARTICLE 15 TERMINATION OR SUSPENSION OF THE WORK

- 15.1. For Default of Contractor -- If Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should refuse to or fail to supply enough properly skilled workers or proper materials for the efficient prosecution of the Work, disregard laws, ordinances or the instructions of Metro, or otherwise be in violation of any provision of the Contract, Metro may, without prejudice to any other right or remedy and after giving Contractor and Contractor's surety on the Performance Bond prior written notice, terminate the Contract or any portion of the Contract, which termination shall be effective ten (10) days after service of such notice. Such notice shall contain the reasons for the termination and shall state that unless, within ten (10) calendar days of service of the termination notice on Contractor, Contractor or its surety on the Performance Bond shall have cured or shall have made, in Metro's opinion, appropriate arrangements for prompt cure of all of the cause(s) for termination cited in the notice of termination, the Contract shall terminate.

Upon termination, Metro may take possession of the premises and of all materials, tools and appliances thereon as well as all other materials whether on the premises or not, for which Contractor has received partial payment, and finish the Work or the portion terminated by whatever method it may deem expedient.

In the event action as above indicated is taken by Metro, Contractor, or Contractor's surety, shall provide Metro with immediate and peaceful possession of all of the materials, tools and appliances located on the premises as well as all other materials whether on the premises or not, for which Contractor has received any progress payment. Upon termination, in the event that the surety does not complete the Contract, at the election of Metro, Contractor shall assign any and all subcontracts and material contracts to Metro or Metro's designee. Further, Contractor shall not be entitled to receive any further payment until the Work is completed. On completion of the Work, determination shall be made by Metro of the total amount Contractor would have been entitled to receive for the Work, under the terms of the Contract, had Contractor completed the Work. If the difference between said total amount and the sum of all amounts previously paid to Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by Metro in completing the Work, including expense for additional managerial and administrative service, and all other costs, damages and expenses incurred by Metro due to Contractor's failure to complete the Contract, such excess will be paid to Contractor, with the consent of the surety. If, instead, the described expenses incurred by Metro exceed the unpaid balance, the amount of the excess shall be paid to Metro by Contractor or his/her surety. If only a portion of the Contract is terminated, this paragraph shall be deemed to apply to that portion of the Work only.

In addition to the above-mentioned right, Metro shall have the right, at its option, to suspend all or part of Contractor's performance under the Contract should any of the events occur which give Metro the right to terminate the Contract as above-described. In such event Metro shall give Contractor and Contractor's surety prior written notice of such suspension and Contractor shall stop or cause to stop all such work under the Contract immediately on receipt of such notice and shall not commence such work under the Contract again unless and until Contractor shall receive written notice from Metro to proceed. Metro shall not be responsible or liable to Contractor or others for any costs or expenses of whatever nature related to Contractor's failure to stop work as directed by Metro.

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## General Conditions

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After receipt of a notice of termination or suspension, and except as otherwise directed by Metro, Contractor shall as regards to those portions of the Contract terminated or suspended:

- 15.1.1. Stop work under the Contract on the date and to the extent specified in the notice of termination or suspension.
- 15.1.2. Place no further orders or subcontracts, or suspend the same, as applicable, for materials, services or facilities except as necessary to complete the portion of the work under the Contract, which is not terminated or suspended.
- 15.1.3. Terminate or suspend, as applicable, all orders and subcontracts to the extent that they relate to the performance of such work terminated or suspended.

Metro may, at its discretion, avail itself of any or all of the above rights or remedies and its invoking of any one of the above rights or remedies will not prejudice or preclude Metro from subsequently invoking any other right or remedy set forth above or elsewhere in the Contract.

None of the foregoing provisions shall be construed to require Metro to complete the Work, nor to waive or in any way limit or modify the provisions of the Contract relating to the fixed and liquidated damages suffered by Metro on account of failure to complete the Project within the time prescribed.

- 15.2 Termination in the Public Interest -- It is hereby agreed that Metro has the right to terminate the Contract in whole or in part when Metro considers it to be in the public interest.

In the event the Contract is terminated as being in the public interest, Contractor shall be entitled to a reasonable amount of compensation for preparatory work and for all reasonable costs and expenses arising out of the termination, excluding lost profits.

In the event of termination under this Paragraph, the amount to be paid to Contractor shall be determined on the basis of the Schedule of Values in the case of any fully completed separate item or portion of the Work for which there is a separate or unit contract price and in respect to any other work under the Contract, Contractor will be paid a percent of the Contract price equal to the percentage of the work completed.

\*\*\* END OF SECTION \*\*\*

# Section 00800 Supplementary Conditions



**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

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# Section 00800

## Supplementary Conditions

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### PART 1 – GENERAL

#### 1.1 Conditions

All conditions as set forth in the General Conditions and Division 1 which are applicable to all contractors shall apply to such extent that they are not in conflict with these Supplementary Conditions. In the event of such conflict, these Supplementary Conditions shall take precedence.

#### 1.2 Time of Completion

Time is a basic consideration of this Contract. Pursuant to the provisions of the Time of Completion and Schedule for the Work (Article 5 of the General Conditions of these Contract Documents), work shall commence within five (5) calendar days after issuance of written Notice to Proceed from Metro and shall be Substantially Completed in three **hundred thirty (330) calendar days** after receipt of such written Notice which is proposed in the official proposal form and indicated in the official form of agreement (executed between Owner and Contractor). The Contractor shall substantially complete all work associated with the Gateway **two hundred ten (210) calendar days** after receipt of the Notice to Proceed except for planting which shall be completed within **two hundred seventy (270) calendar days** after receipt of the Notice to Proceed. The Owner provided oak and madrone trees shall be installed by November 30, 2009. Completion within this time period is contingent on immediate availability of the site to the Contractor.

#### 1.3 Scheduling

Contractor will schedule the work on the park to start when required permits are available. Owner will issue Notice to Proceed when permits are obtained. A workday will be defined as Monday through Friday, not including legal holidays.

Contractor will submit a Preliminary Schedule in bar chart form not later than five (5) days after Notice to Proceed for Owner's approval. Refer to Article 5 of the General Conditions of these Contract Documents. The Preliminary Schedule should include procurement of long lead-time items, permits and other factors impacting the start of work.

#### 1.4 Liquidated Damages for Delay and Incentives

It is therefore agreed that Contractor will pay to Metro, not as a penalty but as liquidated damages, the per diem amount of \$200 per day for each and every day that the construction within the limit of work exceeds 10 work days.

Permitting Contractor to continue and finish the work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of Metro of any of its rights under these Contract Documents.

Payment of liquidated damages shall not release Contractor from obligations in respect to the complete performance of the Work, nor shall the payment of such liquidated damages constitute a waiver of Metro's right to collect any additional damages which it may sustain by failure of contractor to fully perform the Work, it being the intent of the parties that the aforesaid liquidated damages be full and complete payment only for failure of Contractor to complete the Work on time. Metro expressly reserves the right to make claims for any and all other damages, which Metro may incur due to Contractors failure to perform in strict accordance with this Contract.

#### 1.5 Layout of Work

Provide and maintain grades, lines, levels, bench marks, monuments, and reference points and be responsible for same. Written approval required for removal of any such indicators. Replace any reference points disturbed by these operations.

# Section 00800

## Supplementary Conditions

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Verify grades, lines, levels, and dimensions as shown; report any errors or inconsistencies before commencing work.

### 1.6 Explanation of Specifications

#### 1.6.1 Compliance with Standard and Industry Specifications

Any material or operation specified by reference to published specifications of a manufacturer or published specifications of American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Federal Specifications (FS), industry association, applicable building code, or the like shall, unless otherwise indicated, comply with requirements of the current specification or standard listed (in effect at time of bid opening). In case of a conflict between referenced specification or standard and Project Specifications, Project Specifications shall govern. In case of a conflict between referenced specifications or standards, the one having the more stringent requirements shall govern.

### 1.7 Copies of Codes and Standards

#### 1.7.1 Codes and Standards

Provide at Contractor's field office throughout construction period, maintained in good order and available to Architect/Engineer and Owner's representative, one (1) copy each of following applicable codes and specified standards, all in latest edition.

Referenced ACI, AISC, AITC, ANSI, APWA, ASHRAE and NEMA Standards.

ASTM Standards in Building Codes.

OSHA Standards (U.S. Dept. of Labor's User's Guide for Applying Safety and Health Standards, 29 CFR 1910).

Oregon State Workmen's Compensation Board Safety Codes for Construction Work.

2008 Edition of the Oregon Standard Specifications for Construction

Other referenced standards and codes shall be required at such location only when specifically directed.

### 1.8 Payment

Submit a Schedule of Values on AIA Form G703 within fifteen (15) days of Notice to Proceed. Contractors may propose their own standard form.

Application for payment will be made on a monthly basis on AIA Form G702 and G703, utilizing pay items located in the Schedule of Values. Retainage will normally be limited to five percent (5%) prior to final payment.

### 1.9 Submittals

Submit three (3) copies of product data or shop drawings on all materials intended for use. Obtain approval prior to ordering. Refer to Division 1, Section 01330 – Submittals.

### 1.10 Manufacturer's Directions

All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in strict accordance with manufacturer's printed directions, unless otherwise specified. Furnish three (3) bound copies of manufacturer's printed specifications for installation, application, use or maintenance to Owner.

# Section 00800

## **Supplementary Conditions**

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### 1.11 Project Meetings

Contractor shall call and conduct regularly scheduled weekly meetings with all concerned subcontractors and major suppliers to discuss overall and detailed progress of Work. Contractor will provide Metro, on a weekly basis, a two-week schedule in sufficient detail to plan and properly coordinate upcoming work.

In addition, if/when requested by Metro, Contractor shall attend and cause their concerned subcontractors and major suppliers to attend any/all meetings called by Metro for similar purposes.

### 1.12 Record Documents

Contractor shall maintain at the job site one record copy of:

- Contract Drawings
- Project Specifications
- Addenda
- Reviewed Shop Drawings and Submittals
- Change Orders
- Field Test Records
- Delivery Tickets and Installation Instructions
- Permit and Inspection Records
- Annotated Drawings to Record Changes

### 1.13 Serving Utilities

Consult with Owner and other private and public utility companies, departments or districts as required for locations, extent, and disposition of all required services related to same. The Owner will assist with locating utilities, however the Contractor is responsible for locating light and power poles, sewer, gas, and water piping, and gas and water "shut off" boxes and covers. Notify all known potentially affected utility companies, departments or districts at least 48 hours in advance of intended excavation in the approximate locations of underground active utilities. Carefully probe and/or hand dig when excavations approach approximate locations of such utilities. Arrange for and pay cost of disconnecting, removing, relocating, capping, replacing or abandoning all public and private utilities impeding construction operations, all per servicing utilities' regulations and governing Codes. Cap abandoned utilities. Provide maintenance of all on-site active above-grade and below-grade services to others than Owner. Any damaged utilities shall be repaired immediately to the satisfaction of the Owner and the Utility provider.

### 1.14 Safety and Health Precaution

Provide warning signs, flagger(s), and other safety and health precautions which may become necessary or required for protection of work already in place or for protection of the public, Owner's personnel, and construction personnel, including Owner's and Architect/Engineer's Representatives engaged on the Project. State of Oregon Workmen's Compensation Board Safety Codes for Construction Work and Federal Occupational Safety and Health Standards of the Occupational Safety and Health Act of 1970 (OSHA), all as applicable, form a part of these Specifications. See Division 1, Section 01500 - Construction Facilities and Section 01560 - Temporary Controls.

### 1.15 Fire Protection

Take all precautions to prevent the possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and flammable products and materials used in and around the Project site when so specifically required by Fire Marshal having jurisdiction. Provide emergency fire extinguishing equipment of adequate type and quantity, readily available, and properly maintained. Do not store paint cans on the site except where specifically approved by Fire Marshal.

# Section 00800

## Supplementary Conditions

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### 1.16 Special Precautions

Construction work in and around such areas frequented by the public, students and faculty of the West Linn Wilsonville School District (WWSD) and Metro staff shall be conducted in such a manner as to permit such activity and operation without jeopardy and with absolute minimum of inconvenience to staff, students and public. Take every precaution to minimize noise, spreading of dust and debris, causing undue vibrations or impacts, and other nuisances. Do no structural or other damage to any in-place improvements to remain. Access to the site will occur through public areas so special caution is advised. Work conducted along the frontage of the WWSD school property and material storage areas shall be fenced from the active school grounds and secured to the approval of the School District. Any damage done to existing grounds or facilities must be replaced to the satisfaction of the Owner.

### 1.17 Testing and Permits

All required testing shall be the responsibility of the Contractor. Metro will obtain and pay the City and County building and permits. Contractor shall obtain and pay for all trade permits, including mechanical, electrical, and any other applicable permits, licenses, fees, etc. Contractor will coordinate all required inspections.

### 1.18 Owner's Occupancy of Premises

Owner reserves the right to occupy portions of Project Site and to have work done by other contractors before Substantial Completion of the Work. Such use shall not negate any provisions of Section 00700 General Conditions, Article 9, Payments and Completion.

### 1.19 Limits of Project Site Occupancy

Limits of project site occupancy defining storage, work, and access areas under the Contract shall be as approved by the Owner and shall be respected by all trades engaged in the Work.

### 1.20 Recycling

Materials and debris from required demolition and construction practices should be recycled to the maximum extent possible. Refer to Division 1, Section 01351 – Construction Waste Management.

### 1.21 Final Clean Up

Immediately prior to Owner's inspection for Substantial Completion of the Work, provide thorough "broom cleaning" of all exterior flatwork surfaces and thorough vacuum cleaning of interior flatwork surfaces.

In addition at such time, clean all interior and exterior surfaces, including all labels, marks and fingerprints; leave free from grease, dust, dirt, stains, soiling and defacement of any kind.

### 1.22 Job Conditions

Where work under a Section of Specification is dependent upon work of other trades already in place, verify job conditions and take required dimensions before submitting shop drawings and/or commencing fabrication. Application of work or material over work by another trade constitutes acceptance of such surfaces. Surfaces to which work to be applied shall be free of all defects that might affect the application. Do not proceed until such defects are corrected. If determinable, trade causing such above defects shall be responsible for costs incurred to correct same; if not determinable, general Contractor shall pay for such corrections.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

# Section 01010

## Summary of Work

### PART 1 GENERAL

#### 1.1 SUMMARY

This section describes the project and the work to be performed under this Contract. Detailed requirements and extent of work are stated in applicable Specification sections and shown on the Drawings.

A. Section Includes:

1. Description of Project
2. Organization and Interpretation of Contract Documents
3. Permits and Licenses
4. Work under other contracts.
4. Use of site.
5. Owner furnished Contractor installed
6. Building permits
7. Contractor Shop Drawings

B. Related Documents and Sections:

1. Division 0 – Bid Schedule, Construction contract form.
2. Division 1 - Section 01030, Alternates: Alternate procedures and list of alternates.

#### 1.2 DESCRIPTION OF PROJECT

- A. Contractor will be responsible to install new site improvements at Graham Oaks Park located at 11825 SW Wilsonville Road, in Wilsonville, Oregon. New site improvements include: road frontage improvements, utilities, parking lot and trailhead improvements, restroom, picnic shelter, asphalt and gravel trails, pedestrian bridges, pedestrian boardwalk, site furnishings, stone walls, wood and steel trellises, planting and irrigation and all other work in accordance with the plans and specifications included in this document.

#### 1.2 ORGANIZATION AND INTERPRETATION OF CONTRACT DOCUMENTS

- A. Specifications and Drawings included in these Contract Documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance.
- B. Specification sections have not been divided into groups for work of subcontractors or various trades. Should there be questions concerning the applicability or interpretation of a particular section or part of a section or Drawing, direct questions to the Owner.
- C. A part of the work that is necessary or required to make each installation satisfactory and operable for its intended purpose, even though it is not specifically included in the Specifications or on the Drawings, shall be performed as incidental work as if it were described in the Specifications and shown on the Drawings.

#### 1.3 PERMITS AND LICENSES

- A. Contractor is responsible for obtaining and paying for any necessary trade permits.

# Section 01010

## Summary of Work

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1. Contractor shall acquire and pay for all specialty trade permits such as electrical permits, mechanical permits, sewer and water connection permits, street closure permits, wage and hour regulations permits, and all other permits of a temporary nature relating to the construction of the project.

B. Fees Paid by Owner:

1. Plan examination fees.
2. Sewer development fees.
3. Sewer connection fees.
4. Water connection fees
5. Soil compaction tests required by public authority.
6. Utility connection / relocation fees.
7. Sewer development fees
8. Water development fees

### 1.4 WORK UNDER OTHER CONTRACTS

- A. Owner will perform separate work or will employ separate contractors for work on the Project, which is excluded from this Contract. Contractor to provide access to the site and coordinate work according to General Conditions.

B. Work by Other Contractor:

1. Art installation
2. Interpretive and regulatory signage installation
3. Natural area mowing, maintenance and monitoring

C. Owner Furnished Contractor Installed:

1. Construction Signs
  - a) one 4'x8' plywood sign on two 4"x4" wooden posts, set in 8"-10" diameter hole, 24"-30" deep, backfilled with crushed rock
2. Restroom building as identified on Drawings and in Technical Specifications.
3. Picnic shelter as identified on Drawings and in Technical Specifications.
4. Trees, shrubs and native seed identified on Drawings
5. Native seed identified on Drawings
6. Entry gate as identified on Drawings
7. Metro Recycled Exterior Paint as identified on Drawings and in Technical Specifications

### 1.5 USE OF SITE

A. Contractor use of Site:

1. Contractor shall have use of designated improvement areas as well as Owner approved temporary haul routes and staging areas for execution of Work.
2. Coordinate use of site for other work by Owner or contractors with Owner's Representative.
3. Coordinate location of any stored Products, under Contractor's control with Owner's Representative.
4. Do not prevent use of existing and required easements.

# Section 01010

## Summary of Work

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### 1.6 OWNER FURNISHED PRODUCTS

#### A. Products Furnished and Paid for by Owner includes:

1. Painted plywood construction sign
2. Romtec Restroom building.
3. Natural Structures Picnic shelter.
4. Native Oak, Madrone and Big Leaf Maple Trees
5. Native grass and forb seed
6. Powder Coated Steel Entry gate
7. Metro Recycled Exterior Paint

#### B. Owner's Responsibilities:

1. Arrange and pay for product delivery to the site.
2. Arrange for replacement of damaged, defective, or missing items.

#### C. Contractor's Responsibilities:

1. Designate delivery date for each product in the Construction Schedule. Contractor shall take delivery and ownership of the Romtec building by October 1, 2009.
2. Receive and unload products at the site and promptly inspect product jointly with Owner's Representative.
3. Review required submittals.
4. Submit shop drawings to Owner's Representative.
5. Record shortages, including damaged and defective items.
6. Handle products at the site, including uncrating and storage.
7. Protect products from damage.
8. Assemble and install the Owner furnished products.

### **PART 2 PRODUCTS**

Not Used

### **PART 3 EXECUTION**

Not used

\*\*\* END OF SECTION \*\*\*

# Section 01011

## Project Environmental Goals

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### PART 1 GENERAL

#### 1.1 Environmental Goals

- A. Overall project goals: The Owner has established environmental goals for the Project. These goals are general in nature; refer to specification sections for detailed requirements.
- B. Notify Owner's Authorized Representative of conflicts between work and goals. This specification is not intended to limit alternative means of achieving goals. Input from Contractor[s] for implementing goals is encouraged.
- C. Use resources efficiently in construction, and operation. Improvements shall be designed and constructed to:
  - 1. Require minimum of imported, nonrenewable energy.
  - 2. Require minimal use of supplemental water.
  - 3. Support efforts to recycle and reuse materials.
  - 4. Be durable materials consistent with expected current and future uses.
  - 5. Utilize materials and methods that require minimum energy, water, and raw materials.
  - 6. Be reusable and/or recyclable in whole or in parts.
- D. Enhance, restore, and protect site; site improvements should support and enhance natural systems of affected area. The site and the built improvements have been designed to:
  - 1. Support and utilize natural water flow patterns and minimize need for intrusive storm water systems.
  - 2. Support native plants and their habitat for beneficial insects, birds, and animals.
  - 3. Minimize release of harmful emissions into soil, water, and air.
  - 4. Minimize site disturbance and related compaction of existing soils.
  - 5. Minimize soil erosion
  - 6. Preserve and protect all existing trees as required by Owner.
  - 7. Provide a balance of cut and fill for on-site soils
- E. Enhance, restore, and protect global environment; the site shall be constructed to minimize releases of pollutants that affect global environment and to avoid need for materials that are polluting to manufacture or dispose. These measures include:
  - 1. Selection of materials that, based on life-cycle assessment, are least damaging to environment in their extraction, processing, use, and ultimate disposal.
- F. Material selection and construction process: In support of overall goals listed, the following goals have been identified for material selection and the construction process. These are general in nature and should be considered as a guideline. In event of conflict, specific requirements in technical specification sections take precedence.
  - 1. Provide wood-based materials that are produced from wood obtained from forests certified by the Forest Stewardship Council (FSC) accredited certification body as required by Technical Specifications.
  - 2. Provide Fly ash additive to concrete design mixes as required by Technical Specifications.
  - 3. Provide products and materials that are regionally manufactured as required by Technical Specifications.
  - 4. Recycled, crushed concrete aggregate meeting requirements of ASTM C33, and subject to approval by Structural Engineer.

5. Including recycled or reused materials as economically feasible or as required by Technical Specifications.
  6. Separation of all recyclable materials from construction waste as required by the Specifications.
- G. Use resources efficiently:
1. Reuse existing site materials as possible.
  2. Select materials that use resources efficiently.
  3. Use construction practices that achieve most efficient use of resources and materials.
  4. Recycle or reuse job-site waste.
  5. Select recycled-content materials.
  6. Select materials that can be recycled.
- H. Use durable materials:
1. Select materials with longest usable life.
  2. Select materials that can be reused.
  3. Select materials with least burdensome maintenance requirements.
- I. Construct improvements with worker safety in mind:
1. Use low-toxic products and materials as required by Technical Specifications.
  2. Use materials that reduce toxic maintenance requirements.
- J. Use water efficiently:
1. Use construction practices that achieve most efficient use of water.
  2. Landscape for water conservation.
  3. Capture, treat and infiltrate stormwater.

1.2 Environmental Goals Implementation

- A. Designate on-site party[s] responsible for instructing workers and overseeing the Environmental Goals.
- B. Distribution: Distribute copies of Environmental Goals to Job-Site Foreman, each Subcontractor and Owner.
- C. Meetings: Discuss Environmental Goals at following meetings:
  1. Pre-bid meeting
  2. Pre-construction meeting
  3. Regular job-site meetings

1.3 Related Sections

1. Section 01351, Construction Waste Management
2. Section 02220 - Site Demolition and Salvage
3. Section 03300 Cast-in-Place Concrete

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not used

\*\*\* END OF SECTION \*\*\*

# Section 01019

## Contract Considerations

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### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
1. Measurement and payment

#### 1.2 Related Requirements Specified Elsewhere.

1. Bid Forms
2. Payments and Completion: Article 9, General Conditions
3. Supplementary Conditions; Section 00800
4. Technical Specifications

#### 1.3 Measurement and Payment

A. Measurement of Quantities:

1. Payments for quantity of work completed will be made based on measurements of completed work in accordance with the United States Standard Measures, and as set forth in the applicable divisions of the Specifications unless otherwise noted.
2. Volume of materials measured in the vehicles by which they are transported will require computing of the volume of the vehicles to the nearest 0.1 cubic yard for its capacity. Pay quantities will be determined by vehicle measurement at point of delivery with no allowance for settlement of material during transit. Loads shall be level and uniform. Payment will not be made for material in excess of the approved capacity of the vehicle and deductions will be made for loads below approved capacity.
3. Volume of earthwork, particularly to address the need for over excavation and placement of suitable sub-base materials, will be computed by the average-end-area method of material in place or by other methods of equivalent accuracy.
4. Contractor shall make all interim measurements, and determine all interim quantities and amounts of completed work done under the Contract. At the time measurements are made for quantity determination, the Engineer or Owner shall be present to verify such measurements. From quantity figures so ascertained, it will be Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate and application for payment shall be submitted to Owner each month for review not later than the date established at the preconstruction conference. The Architect/Engineer and/or Owner will take measurements and determine the final quantities for payment with Contractor present to verify such measurements.

B. Schedule of Values: Refer to General Conditions Article 9.

1. Contractor shall prepare the Schedule of Values, on a form approved by the Owner's Representative and contain the following information:
  - a. Break Contract lump sum bid item amounts down in line items corresponding to each Division Specification Section and in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest hundred dollars; the total shall equal the Contract Amount.
  - b. Breakdown shall be balanced so that progress payments will not create a condition

where sufficient funds are not available to complete the work. Contractor shall provide documentation substantiating the cost allocation if the Architect/Engineer or Owner believes that the costs are unbalanced.

c. Arrange the Schedule of Values in a tabular form with columns to indicate the following for each line item:

- 1) Description
- 2) Related specification section
- 3) Name of subcontractor
- 4) Name of manufacturer or fabricator
- 5) Name of supplier
- 6) Change Orders (numbers) that have affected value
- 7) Dollar value, include a separate percentage of construction cost amount for Contractor's overhead and profit.
- 8) Percentage of Contract sum to the nearest percent, adjusted to total 100 percent
- 9) Include separate line items for Contractor's costs including site mobilization, bonds, and insurance.
- 10) Sum of line items shall equal total contract sum.

d. Include the following on the Schedule of Values:

- 1) Project name and location
- 2) Name of the Architect
- 3) Contractor's name and address

2. The Schedule of Values shall be consistent with:

- a. Contractor's Construction Schedule
- b. Application for Payment form
- c. List of subcontractors
- d. List of products
- e. Schedule of submittals

3. Submit the Schedule of Values to Owner for review and approval within thirty (30) days after issuance of Notice to Proceed, but no later than fifteen (15) days before the date scheduled for submittal to the initial Application for Payment. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

4. Upon acceptance of the Schedule of Values by Owner, it shall be used as a basis for all requests for partial payment. Submit corrected schedule of values with each Application for Payment.

C. Initial Application for Payment: Prior to the submittal of the first Application for Payment, the contractor shall submit:

1. Quality Control and Safety Plans
2. List of subcontractors
3. List of suppliers
4. Schedule of Values
5. Contractor's Construction Schedule
6. Submittal Schedule
7. List of Contractor's staff assignments
8. Copies of building permits required to be procured by the Contractor
9. Copies of licenses from governing authorities
10. Certificates of insurance and insurance policies
11. Performance and payment bonds

D. Preparation of Application for Payment:

# Section 01019

## Contract Considerations

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1. Complete each Application for Payment on AIA Form G702, Application and Certificate for Payment, and AIA Form G703, Continuation Sheet.
2. Use line item values from Schedule of Values approved by Owner's Representative.
3. Insert dollar amount in each column for each line item for portion of Work performed and for stored products.
4. Include itemized list of original sum, additions and deductions from authorized Change Orders, deductions for previous payments and sum remaining due.
5. List Change Order Number and dollar amount the same as for an original item of Work.
6. Execute certification of Application for Payment by signature of authorized officers.
7. Deduct 5 percent retainage as required by Document 00800, Supplementary Conditions.
8. Submit waivers of lien from all entities who may file a lien arising out of the Contract and related to the Work covered by the payment. Submit partial waivers on each item for the amount requested, prior to deduction for retainage. When an application shows completion of an item, submit final or full waivers.
9. Prepare Application for Final Payment after all items of Work are completed and Closeout Submittals have been approved by Owner's Representative.

C. Procedures for Submitting Applications for Payment:

1. Submit three copies of each Application for Payment to the Owner's Representative twice monthly covering first through last day of each payment period.
2. Submit each Application for Payment under transmittal letter specified in Section 01300, and attach a copy of updated construction schedule.
3. When Owner's Representative requires substantiating information, submit one copy of substantiating data with transmittal letter to justify dollar amounts in question, include a reference to payment application number, date, and line item by number and description.

D. Final Payment Application: Prior to submitting the application, the contractor shall submit:

1. Written certification of Final Completion approved by Owner
2. Completion of Project Closeout requirements as outlined in the General Conditions
3. Completion of items specified for completion after Substantial Completion
4. Transmittal of required Project construction records and record drawings to Owner
5. Occupancy permits
6. Warranties and maintenance agreements
7. Maintenance instructions
8. Meter Readings
9. Final cleaning
10. Application for reduction of retainage and consent of surety
11. Punchlist of work remaining and corrections required

### 1.4 Change Order and Force Account Work Procedures

- A. Refer to Article 8 in Section 00700 General Conditions.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

Not Used

\*\*\* END OF SECTION \*\*\*

# Section 01030

## Alternates

### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
  - 1. Administrative procedures.
  - 2. Add Alternate No. 1: Provide and install 6' gravel trail
- B. Related Documents:
  - 1. Schedule of Bid Prices: Successful bidder's lump sum price and Add Alternate pricing

#### 1.2 Procedures

- A. Work Adjustments for Selected Alternates:
  - 1. Adjust work for each Alternate selected by Owner to achieve the desired result as indicated on Drawings and specified in related technical sections.
  - 2. Include changes in material, equipment, fabrication, erection, installation, and finishing.
- B. Contract Sum Adjustments for Selected Alternates:
  - 1. Owner will adjust Contract Lump Sum as indicated in successful bidder's Schedule of Bid Prices.
- C. Bidder's Requirements:
  - 1. Review Contract and Bidding Documents for scope of work required by each Alternate.
  - 2. State in Schedule of Bid Prices, in space provided, the addition to the Base Bid for each Alternate.
  - 3. Prices are to include all costs necessary to complete the work including such items as mobilization, overhead, profit, insurance, permits, fees, related work items that must be altered, coordinated, and additional submittal requirements.
  - 4. Bidders are required to bid upon all alternates that are indicated on the Schedule of Bid Prices.
- D. Contractor's Requirements:
  - 1. Alternate Work is defined in this Section, detailed on Drawings where required for clarity, and specified in detail in work related Sections referenced in this Section.
  - 2. Minor adjustments to exposed finished surfaces, or concealed work by incorporation of selected Alternates may not be indicated on Drawings or specified in referenced work related Sections.
  - 3. Include adjustments in work as required to achieve the indicated result, consistent with requirements and intent of the Contract Documents.
  - 4. Coordinate work modified by incorporation of selected Alternates.
- E. Owner's Selection of Alternates:
  - 1. Owner will review and accept or reject any or all Alternates indicated in successful bidder's Schedule of Bid Prices.
  - 2. Alternates may be selected in any order regardless of work task.
  - 3. Accepted Alternates will be identified in Owner-Contractor Agreement.
  - 3. Alternate prices will hold for 60 days from the date of Bid Opening.

#### 1.3 List of Add Alternates

- A. Add Alternate No. 1: Provide and install 6' gravel trail.
  - 1. Work Added: All labor and materials to provide and install 6' gravel trail per Construction Documents.
  - 2. Work Deleted: None.
  - 3. Referenced Drawings & Sections:

# Section 01030

## Alternates

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**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

- a. Drawing: G1.02
- b. Section 01019: Contract Considerations
- c. Section 311000: Site Clearing
- d. Section 312000: Earth moving
- e. Section 322125: Pathways and Paving
- f. Section 329113: Soil Preparation
- g. Section 329219: Seeding

### PART 2 - PRODUCTS

#### 2.1 Materials

- A. Comply with specifications and standards for each specific product involved.

### PART 3 EXECUTION

#### 3.1 Inspection

- A. Review field layout of trail alignment with Owner to discuss constructability and accessibility issues and concerns.
- B. Owner will provide construction survey of trail alignment to verify running slope compliance with Federal Highway Administration guidelines for trail construction. The running grades on the gravel trail should not exceed 5 percent. When the trail must be built with a steeper grade, the following guidelines shall be used for maximum grades over short intervals:
  - 8.3 percent for a maximum of 61.0 m (200 ft);
  - 10 percent for a maximum of 9.14 m (30 ft); and
  - 12.5 percent for a maximum of 3.05 m (10 ft).

The maximum cross slope is 5 percent. Realignment of the trail alignment may be required by Owner. Owner will provide written approval of trail alignment prior to beginning excavation for the gravel trail improvements.

#### 3.2 Performance

- A. Execute work in accordance with relevant specifications and drawings.
- B. Excavated soils shall be side cast along the trail. Side cast material shall be smoothed to form even, gradual transitions to existing grade.

### PART 4 – PAYMENTS

#### 4.1 Add Alternates and Unit Prices

- 4.1.1 Payment for work in this section will be included as part of the Add Alternate award. The payment for actual work will be based on the unit cost as stated in the Schedule of Bid Prices and Section 01019 - Contract Considerations; Measurement and Payment.

\*\*\* END OF SECTION \*\*\*

# Section 01040

## Coordination and Site Conditions

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### PART 1 GENERAL

#### 1.1 Section Includes

- A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.
- B. Requirements for cutting and patching of new and existing work.

#### 1.2 Description

- A. The Contractor is responsible for overall coordination of the project.
- B. The project work shall be scheduled and coordinated so as to minimize interruption to operations and other problems resulting from construction work. Contractor shall separate their activities from the West Linn Wilsonville school District campus operations with construction fencing to minimize any impacts, safety concerns or delays to those operations.
- C. Cooperation among the various crafts, subcontracts, and separate contracts is required for the proper execution of the work.
- D. Utility location and connections shall be coordinated with the proper utility companies.
- E. The drawings and specifications are arranged for convenience only and do not necessarily determine which trades perform the various portions of the work.
- F. Replacement of any damaged material, including labor and materials, will be the responsibility of the Contractor.

#### 1.3 Site Conditions

##### A. Information On Site Conditions

1. General: Information obtained by the Owner regarding site conditions, topography, subsurface information, ground water elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the Metro Regional Center, upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.
2. Control Points: Contractor shall establish vertical and horizontal survey control points on structures and improvements located in the vicinity of the work prior to beginning work, and shall check the points for movements when directed by the Owner. Furnish Owner with copies of survey notes for each survey and a copy of the layout of survey control points.
3. Contractor will provide all field engineering services and record changes in the location, or layout, of permanent structures on the Project Record Documents (As-Built drawings).

##### B. Existing Utilities

1. Location - Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Architect/Engineer for their accuracy or

# Section 01040

## Coordination and Site Conditions

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completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered as set forth in the General Conditions.

2. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the Drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment.
3. Contractor's Responsibilities - Where Contractor's operations could cause damage or inconvenience to telephone, power, water, sewer, or fire protection systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.

### C. Interfering Structures

1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed.
2. Protect existing structures from damage, whether or not they lie within limits of easements obtained by the Owner. Where existing fences, gates, buildings, or other structure must be removed to properly carry out work, or are damaged during work, restore them to original condition and to the satisfaction of property owner.
3. Contractor may remove and replace in equal or better than original condition, small structures such as fences that interfere with Contractor's operations, only after written approval has been granted by the Owner.

### D. Field Relocation

1. During construction, it is expected that minor relocation's of proposed facilities will be necessary. Make such relocation's only by direction of the Owner. If existing structures are encountered that prevent construction as shown, notify the Owner before continuing with work so Owner may make necessary field revisions.
2. Where shown or directed by and acceptable to the Owner, provide relocation of existing facilities to include piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other miscellaneous items. Use only new materials for relocation of existing facilities. Match materials of existing facilities, unless otherwise shown or specified. Perform relocation's to minimize downtime of existing facilities. Install new portions of existing facilities in their relocated position prior to removing existing facilities, unless otherwise accepted by Owner. Comply with cutting and patching requirements in the specification Section 01045.

E. Salvage of Materials: Contractor shall salvage materials for Contractor's use where shown on Drawings.

F. Connecting to Existing Facilities: Unless otherwise shown or specified, determine methods of connecting new work to existing facilities, and obtain Landscape Architect's review and acceptance of connections.

1. Determine location, elevation, nature, materials, dimensions, and configurations of existing facilities where necessary for connecting new work.

# Section 01040

## Coordination and Site Conditions

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2. Inspect existing record drawings and shop drawings, conduct exploratory excavations and field inspections, and conduct similar activities as needed.

### 1.4 Project Coordination

- A. Determine the effect of site access requirements and construction activity by Owner's personnel and other contractors employed by the Owner to perform work which is not a part of this Contract.
- B. Additional compensation will not be given for providing site access to other contractors, or for delays caused by other contractors and Owner's personnel working at the site.
- C. Coordinate the work of all subcontractors involved in the project, and make certain that, where the work of one trade is dependent upon the work of another trade, the work first installed is properly placed, installed, aligned, and finished as specified or required to properly receive subsequent materials applied or attached thereto.
- D. Direct subcontractors to correct defects in substrates they installed when subcontractors of subsequent materials have a reasonable and justifiable objection to such surfaces.
- E. Do not force subcontractors to apply or install products to improperly placed or improperly finished substrates that would result in an unsatisfactory or unacceptable finished product.
- F. Do all necessary work to receive or join with work of all trades.

### 1.5 Mechanical and Electrical Coordination

- A. Review plumbing and electrical drawings for possible conflicts prior to Work.
- B. Verify that characteristics of plumbing and electrical equipment and fixtures are compatible with existing site utility systems, fixtures, and equipment will fit in the space provided.
- C. Coordinate requirements specified in the mechanical and electrical specifications found on the drawings with requirements and characteristics of equipment specified in other sections to which mechanical and electrical work must be attached or connected.
- D. Include all incidental items required for a complete installation whether or not shown or described.
- E. Coordinate the work to provide adequate clearances and additional offsets and bends between site, plumbing, and electrical systems, fixtures, and equipment. Relocate installed work which does not provide adequate accessibility.
- E. Coordinate pipe, conduit, equipment, and fixture placement and connection requirements.
- F. Conceal pipes, ducts, and wiring within building assemblies in finished areas, except as otherwise indicated on Drawings. Install additional offsets and bends in electrical systems where required by site conditions.
- G. Utilize spaces efficiently to maximize accessibility for additional installation, maintenance, and repair of systems, fixtures, and equipment.
- H. Verify that systems, resolve space conflicts with Owner's Representative prior to work.

# Section 01040

## Coordination and Site Conditions

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### PART 2 – PRODUCTS

Not Used

### PART 3 – EXECUTION

Not Used

### PART 4 – PAYMENTS

#### 4.1 Lump Sum Bid and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

\*\*\* END OF SECTION \*\*\*

# Section 01043

## Job Site Administration

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### PART 1 - GENERAL

#### 1.1 Related Requirements Specified Elsewhere

- A. Supervision: General Conditions
- B. Coordination and Meetings: Section 01040
- C. Tree and Plant Protection: Section 01533

#### 1.2 Removal of Debris, Cleaning, Etc.

- A. The Contractor shall at all times keep the construction area clean and orderly and upon completion of the work shall leave all buildings broom clean and all parts of the work site clean and free of rubbish or excess material of any kind.
- B. Upon completion, the site of all work or equipment and material storage areas shall be restored to substantially their original condition.
- C. Miscellaneous debris, rocks, etc., resulting from the work shall be removed and disposed of in a manner satisfactory to the Owner.
- D. The site shall be left in a clean and neat condition.

#### 1.3 Tests

- A. Where the Specifications require work to be specifically tested or reviewed, it shall not be tested or covered up without a 24 hour notice to the Owner's Representative of its readiness for inspection, unless the Owner's Representative waives such notice.
- B. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner's Representative, be uncovered for examination at the Contractor's expense.
- C. Where work is to be tested, all necessary equipment shall be set up and the work given a preliminary test so that any and all defects may be discovered and repaired prior to calling out the Owner's Representative for the test.

#### 1.4 Owner May Determine Precedence

- A. Whenever, in the Owner's Representatives opinion, it is necessary to do so, in order to insure proper completion of the Contract for construction and installation, the Owner shall determine the order of precedence and the time and season at which any portion or portions of the work shall be commenced and carried on.
- B. The Owner may schedule a sequence of the work when it is in locations where the Owner is doing other work by their own forces, or by other contract, or when other work may be affected by work under this Contract, in order that conflict may be avoided and the work under these Specifications be coordinated with that under other contracts or with other work being done in connection with or growing out of operations of the Owner.
- C. Nothing herein contained shall be taken to relieve the Contractor of any of their obligations or liabilities under this Contract.

#### 1.5 Commencement of Work on Public and Private Right-of-Way

- A. Work shall not be started on any public or private right-of-way until the Owner's Representative give the Contractor clearance to begin right-of-way work.
- B. It will be the responsibility of the Contractor to comply with any special requirements of any permits or easements for the project acquired by the Owner.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**PART 4 – PAYMENTS**

4.1 Lump Sum Bid and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

\*\*\* END OF SECTION \*\*\*

# Section 01045

## Cutting and Patching

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### PART 1 GENERAL

#### 1.1 Description

- A. Work Required: Do all cutting including excavating, fitting, and patching of the work as required to:
1. Make its several parts fit properly together.
  2. Uncover work to provide for installation of ill-timed work.
  3. Remove and replace defective work.
  4. Remove and replace work not conforming to requirements of contract documents.
  5. Remove samples of installed work as specified or where directed, for testing.
  6. Install specified work in existing construction.
  7. Uncover work to provide for Owner's Representative's observation of work covered prior to inspection and/or approval.
- B. Precautions: Do not endanger any work by cutting or altering work or any part of it. Do not cut or alter work of another contractor without written consent of that contractor and the Owner.

#### 1.2 Submittals

- A. Prior to cutting which affects structural safety of project, submit written notice to the Owner requesting consent to proceed with cutting including:
1. Identification of project.
  2. Description of affected work.
  3. Necessity for cutting.
  4. Effect on other work or on structural or weatherproof integrity of project.
  5. Description of proposed work. Designate:
    - a. Scope of cutting and patching.
    - b. Which trades will execute cutting and patching work.
    - c. Products proposed to be used.
    - d. Extent of refinishing.
  6. Alternatives to cutting and patching.
  7. Designation of party responsible for cost of cutting and patching.
- B. Prior to doing any cutting and patching of the work that will result in an extra, submit a cost estimate to the Owner's Representative, including:
1. Conditions indicating change.
  2. Recommendations for alternative materials or methods.
  3. Submittals as required for substitutions.
- C. Submit written notice to Owner's Representative designating time affected work will be uncovered, to provide for observation.

### PART 2 PRODUCTS

#### 2.1 Materials

- A. Comply with specifications and standards for each specific product involved. Match existing materials and finishes, unless noted or directed otherwise.

# Section 01045

## Cutting and Patching

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(503) 797-1700

### PART 3 EXECUTION

#### 3.1 Inspection

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
  - 1. Cutting and patching.
  - 2. Excavating and backfilling.
- B. After uncovering work, inspect conditions affecting installation of new products or performance of the work.

#### 3.2 Preparation Prior to Cutting

- A. Provide shoring, bracing, and support as required to maintain structural integrity of project
- B. Provide protection for other portions of project.
- C. Provide protection from elements.
- D. Open flame cutting to be coordinated with Owner.

#### 3.3 Performance

- A. Execute fitting and adjustment of products to provide a finished installation in compliance with specified products, functions, tolerances, and finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Execute excavating and backfilling by methods which will prevent damage to other work and will prevent settlement.
- D. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of contract documents.
- E. Refinish entire surfaces as necessary to provide an even finish.
  - 1. Continuous Surfaces: To nearest intersections.
  - 2. Assembly: Entire refinishing.
- F. Install trim, moldings or other detail work so that types and finishes match within each individual room and any areas immediately open to it.
- G. Saw-cut all penetrations through existing paving.
- H. Restore structures and surfaces damaged that are to remain in the completed work including concrete-embedded piping, conduit, and other utilities.
- I. Make restorations with new materials and appropriate methods as specified for new work of similar nature; if not specified, use best recommended practice of manufacturer or appropriate trade association.

# Section 01045

## Cutting and Patching

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- J. Restore damaged work so there is a secure and intimate bond or fastening between new and old work. Finish restored surfaces to such planes, shapes, and textures that no transition between new and old work is evident in finished surfaces.

### **PART 4 – PAYMENTS**

#### 4.1 Lump Sum Bid, Add Alternates and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

\*\*\* END OF SECTION \*\*\*

# Section 01200

## Project Meetings

### PART 1 GENERAL

#### 1.1 Scope

- A. Project meetings shall consist of meetings identified in General Conditions, 6.9, Conferences. At a minimum these shall include a pre-construction meeting, progress meetings, and specially called meetings as may be required during the progress of the work.

#### 1.2 Record of Proceedings

- A. The Owners Representative shall be responsible for recording the significant issues and resolutions for distribution to the Contractor and the Owner.

### PART 2 PRODUCTS

Not Used

### PART 3 EXECUTION

#### 3.1 Pre-Construction Meeting

- A. Time and location: Meeting to be held on-site or at a time and place convenient for the parties involved. The meeting shall occur in advance of the "Notice to Proceed."
- B. Required attendance:
  - 1. The Owners Representative
  - 2. The Contractor
  - 3. The Contractor's superintendent
  - 4. Major subcontractors
- C. Agenda: The following items and others which the Contractor may suggest will be discussed.
  - 1. Introduction of principals and representatives.
  - 2. Review of requirements for the use of the site, utilities, and safety.
  - 3. Review of requirements for protection of trees and penalties for damage to trees
  - 3. Review of requirements for documentation on-site.
  - 4. Discussion of the project schedule and sequencing of work.
  - 5. Resolution of discrepancies in the plans and specifications.
  - 6. Technical questions from the Contractor, subcontractors, and suppliers.
  - 7. Procedural review - submittals, approvals, field decisions, change orders, payment, wage certification.
  - 8. Establishment of time of weekly site meetings.
  - 9. Distribution of contract documents.
- D. Required submittals
  - 1. Project Schedule
  - 2. Schedule of Values
  - 3. List of Subcontractors
  - 4. Emergency phone numbers
  - 5. Tree protection plan.

### 3.2 Progress Meetings

- A. Time and location: to be established at Pre-Construction meeting.
- B. Frequency: Weekly during construction or more frequently as required.
- C. Required Attendance: The Owners Representative and the Contractor's superintendent.
- D. Agenda:
  - 1. Review construction directives, field reports, and meeting records.
  - 2. Submittals/approvals exchange.
  - 3. Review of the Construction schedule and report on progress by the Contractor.
  - 4. Change Orders.
  - 5. Submittal of application for payment.
  - 6. Requests for additional work or time.
  - 7. Site tour and problem resolution.

### 3.3 Pre-Installation Meetings

- A. When required in specification sections indicating the requirement for a Pre-Installation Meeting, convene a pre-installation meeting at the site prior to commencing installation of products specified in the section.
- B. Distribute written notice in advance of meeting date, make physical arrangements, and distribute copies of conference decisions within 3 days after conference.
- C. Minimum attendance shall include Owners Representative, Contractor, and Subcontractors affected by agenda.
- D. Minimum agenda shall include review of substrates, submittals affecting work, site conditions, site samples, mock-ups, and procedures for installing, finishing, testing, and inspecting Work.

\*\*\* END OF SECTION \*\*\*

# Section 01330

## Submittals

### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
1. Construction schedules.
  2. Progress reports.
  3. Product data.
  4. Shop drawings.
  5. Product samples.
  6. Design data.
  7. Manufacturer's instructions.
  8. Reference standards.
  9. Preferred subcontractor list.
  10. Application for Payment
- B. Related Sections:
1. Section 01400, Quality Control: Test and inspection report submittals.
  2. Section 01700, Contract Closeout: Project record documents and closeout manual submittals

#### 1.2 Submittal Register and Schedule

- A. Contractor will review the Contract Documents and identify all requirements for submittal of information to the Owner's Representative and Metro. Contractor will arrange the listing of these submittals in order by section and paragraph beginning with the General Conditions, Supplementary Conditions and finally, the Technical Specifications in numerical order by section and paragraph. This document will be identified as the Submittal Schedule and will include the following information about each required submittal.
1. Specification Section and Paragraph
  2. Transmittal Number (leave blank until submittal is made)
  3. Description
  4. Responsibility (Contractor, Sub or Supplier)
  5. Schedule Date - Date on which Contractor plans to submit
  6. Approval Required - Date approval is required to deliver the material by required date.
  7. Material Required - Date material is needed on-site.
  8. Submittal Date - Leave blank until submittal is actually made.
  9. Review Status - No Exceptions Taken, Make Corrections Noted, Rejected, Revise and Resubmit, Submit Specified Item.
  10. Action Date - Date on which Metro actually returned the reviewed submittal to Contractor.
  11. Comment - Cross reference on notes as required.
- B. The Submittal Schedule will be submitted no later than 10 days after Notice to Proceed and should be coordinated with the information presented in the Construction Schedule.
- C. Sufficient lead time should be allowed for review and approval by Metro. Allow fifteen (15) days for review and approval. Specifically identify those submittals which will require an expedited review process.
- D. The Submittal Schedule upon acceptance by Metro will form the basis for the Submittal Register. Contractor will keep track of submittals as submitted by sequential number. Contractor will update his

submittal Schedule with information from the Submittal Register on a monthly basis and furnish a copy to Metro.

### 1.3 Submittals

#### A. Construction Schedules:

1. Prepare and maintain a horizontal bar chart with separate line for each subcontract and each Work task item found in Schedule of Values, identifying first work day of each week, including a complete sequence of construction activity, and identification of the critical sequence of activities.
2. Indicate product submittal, purchase order, delivery, installation, and site testing and inspecting dates for Contractor furnished materials and equipment required for performance of the Work.
3. Indicate product delivery requirements for Owner furnished Products. **The Restroom will be delivered October 15, 2009 and the picnic shelter by October 22, 2009.**
4. Indicate dates for starting and finishing each phase of work.
5. When updating, indicate actual and scheduled starting and finishing dates for each separate Work item and revise location of bar graph to indicate the revised schedule.
6. Maintain a copy of updated Construction schedule at the site.

#### B. Progress Reports:

1. Evaluate status of each scheduled line item to determine Work ahead and behind the Progress Schedule.
2. Submit report on progress of various parts of Work and indicate estimated percentage of completion for each line item at each submission.
3. Participate in a joint review and evaluation of the Progress Schedule with Owner's Representative at each submittal.
4. Submit list of acceleration and delay activities which shall be implemented to meet the Substantial Completion schedule for each area of Work.

#### C. Product Data:

1. When product data is required by a unit of work Section in this Manual, submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other descriptive data on manufactured products and systems.
2. Identify data sheets with the Section and Paragraph numbers where the product or system is specified.
3. Submit product data sheets in preliminary closeout manual as specified in Section 01700, Project Closeout.
4. Review of product data by Owner's Representative is for conformance with the design intent only.

#### D. Shop Drawings:

1. When shop drawings are required by a unit of work Section in this Manual, submit shop drawings showing shop assembly, field measurements, connections, details, dimensions, finishes, and fasteners.
2. Cross-reference shop drawings to drawing and detail numbers in Contract Documents.
3. Owner's Representative review of shop drawings is for conformance with the design intent only.
4. For Contractor designed pre-cast structural systems, submit shop drawings bearing the seal and signature of a Structural Engineer registered in the State of Oregon.

#### E. Product Samples:

1. When product samples are required by a unit of work Section in this Manual, submit product samples of size specified and of sufficient size to clearly illustrate characteristics of product or system.
2. Identify product samples with the Section and paragraph numbers where the product is specified.
3. Submit all exterior color and texture samples at the same time, to allow for a coordinated review by Owner's Representative.
4. Submit all interior color and texture samples at the same time to allow for a coordinated review by Owner's Representative.
5. Review of product samples by Owner's Representative is only for finish appearance and conformance with the design intent.

# Section 01330

## Submittals

- F. Design Data:
  - 1. When design data is required by a unit of work Section in this Manual, submit design drawings and structural calculations for equipment and systems designed by subcontractors.
  - 2. Obtain approval of subcontractor designed equipment and systems by Local Building Officials prior to starting construction of subcontractor designed equipment and systems.
  - 3. Submit design drawings and structural calculations bearing the seal and signature of a structural engineer registered in the State of Oregon.
  
- G. Manufacturer's Instructions:
  - 1. When products and systems are to be fabricated and installed at the site, submit manufacturer's fabrication and installation instructions for each product and system.
  
- H. Reference Standards:
  - 1. When site fabrication and installation is specified using a reference standard, the Contractor shall have on file at the site one copy of the current standard, prior to start of site fabrication and installation.
  
- I. Preferred Subcontractor List:
  - 1. Submit a list of preferred subcontractors.
  - 2. The Contractor agrees to use subcontractors indicated in the list of preferred subcontractors to perform the Work, if subcontractors are acceptable to Owner's Representatives.
  - 3. Provide information on experience and list of previous projects by subcontractors and manufacturers when requested by Owner's Representative.
  
- J. Application for Payment:
  - 1. See Section 01019 – Contract Considerations

### 1.4 Submittal Processing

- A. All submittals including shop drawings, data and samples shall be submitted attached to a form approved by the Architect/Engineer. Location by drawing number and paragraph of specification shall be shown on the form for the product or material being submitted. Each transmittal shall be assigned a unique number in sequential order.
  
- B. Contractor's Review:
  - 1. Review edit, date, and sign submittals prior to submitting to Owner's Representative.
  - 2. Verify that field measurements and field conditions effecting shop drawings have been reviewed.
  - 3. Verify that items proposed will work for its intended use.
  - 4. Include with each submittal, written notification to Owner's Representative, when submittal includes deviation from requirements of Contract Documents.
  - 5. Immediately incorporate required corrections in submittals and resubmit submittals for further review when requested by Owner's Representative.
  
- C. Owner's Representative Review:
  - 1. Owner's Representative will review submittals for conformance with information given and the design concept expressed in the Contract Documents.
  - 2. Contractor's responsibility for deviation in submittals from requirements of Contract Documents is not relieved by review of submittals by Owner's Representative, unless Owner's Representative gives written acceptance of specific deviations.
  - 3. Owner's Representative review of submittals will comply with Section 00700, General Conditions.

4. The Owner's Representative will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate the status of the submittal.

#### 1.4 Quantity of Required Submittals to Owner

- A. Construction Schedules, Progress Reports, Product Data, Shop Drawings, Design Data, Manufacturer's Instructions, Reference Standards, and Preferred Subcontractor List:
  1. Submit three copies of 8-1/2 by 11 inch submittals.
  2. Submit two copies of submittals larger than 8-1/2 by 11 inches.
- B. Product Samples:
  1. Comply with each unit of work Section covering specific products and systems for size and quantity of product samples required.
  2. Where quantity and size is not specified, submit quantity and size required to clearly illustrate characteristics of products and systems.

#### 1.5 Submittal Time Schedule

- A. Contractors Submittal Schedule:
  1. Construction Schedules: Submit Progress Schedules weekly at Progress Meetings.
  2. Progress Reports: Submit progress reports weekly at Progress Meetings.
  3. Product Data: Submit product data within 14 days after receiving the notice to proceed.
  4. Shop Drawings: Submit shop drawings 21 days prior to fabrication or manufacture of each area of Work.
  5. Product Samples: Submit product samples 21 days prior to ordering products.
  6. Design Data: Submit design data 21 days prior to ordering systems and equipment.
  7. Manufacturer's Instructions: Submit manufacturer's instructions 14 days prior to erection, installation, and application of products.
  8. Reference Standards: Submit reference standards not less than 14 days prior to erection, fabrication, installation, and application of products.
  9. Preferred Subcontractor List: Submit preferred subcontractor list with initial submittal of Schedule of Values.
- B. Owner's Review Schedule:
  1. Owner will review submittals and will return submittals to the Contractor within ten (10) working days.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

Not Used

## **PART 4 – PAYMENTS**

### 4.1 Lump Sum and Unit Price Bids

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

**\*\*\* END OF SECTION \*\*\***

# Section 01351

## Construction Waste Management

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### **PART 1 GENERAL**

#### 1.1 Related Work

- A. Requirements: Perform construction waste management in accordance with Contract Documents.
- B. Related Sections:
  - 1. Section 01011 - Environmental Goals for the Project
  - 2. Section 311000 – Site Clearing

#### 1.2 Quality Assurance

- A. Requirements of the Contractor: It is the intent of the Owner that, to the greatest extent practical, possible, and cost effective, existing materials from this site improvement project will be salvaged for the Owner's reuse or removed off-site for recycling. As the least desirable alternative, demolished material, which cannot be reused or recycled at a Metro approved facility and shall be disposed of in the most environmentally sensitive manner as defined or approved by the Owner. Construction waste generated during construction shall be reused or recycled to the greatest extent practical, possible and cost effective. Construction waste that cannot be reused or recycled shall be disposed of in the most environmentally sensitive manner as defined or approved by the Owner. Factors that contribute to waste such as over packing, improper storage, ordering error, poor planning, breakage, mishandling, and contamination shall be minimized.
- B. Requirements of Owner and Regulatory Agencies: Perform construction waste management supervision in accordance with applicable rules, regulations, codes and ordinances of local, state and Federal authorities. Metro shall require that the Contractor follow regulations of all jurisdictions regarding removal and disposal of any hazardous substances identified in the building or in the site work. Obtain and pay for necessary permits, licenses and certificates and give notices as required during performance of construction waste management work.

#### 1.3 Waste Management Plan

- A. The Contractor is required to reuse or recycle debris generated as a result of work performed on the project when practical and cost effective. The Contractor (with the cooperation of the chosen hauler), during the construction process, shall report the following information on a monthly basis to the Owner:
  - 1. Types of waste materials produced as a result of work performed on site.
  - 2. Quantities of waste and recyclable materials taken from the site.
  - 3. Destination of materials taken from the site.

### **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

### **3.1 On-site Material Sorting and Storage During Construction**

- A. Each recycling facility or waste processor has requirements as to the way materials must be prepared to be accepted and to what degree materials can be contaminated. In most cases, materials will need to be source-separated at the job site. The Contractor shall coordinate with the local haulers to provide separate containers for the following materials:
1. Wood: clean dimensional wood, palette wood
  2. Plywood, OSB, and particleboard
  3. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  4. Cardboard, paper, packaging
  5. Gypsum Drywall (unpainted)
  6. Masonry, Concrete, and stone rubble
  7. Built-up roofing (asbestos free)
  8. Glass
  9. Plastics
  10. Cardboard, paper, packaging
  11. Land Clearing Debris
  12. Carpet and pad
  13. Paint
  14. Rigid foam
- B. The Contractor shall be required to recycle the above wastes, and subcontractors shall follow source separation requirements for each waste and use the appropriate on-site container for each waste. The Contractor, through the hauler, shall provide subcontractors with on-site containers to facilitate recycling. A separate container shall be provided for non-recyclable materials. Recycling and waste bins areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins shall be protected during non-working hours from off site contamination. Rebates, if any, shall be paid or credited by the hauler or recycler to the Contractor.
- C. The Contractor shall inform field personnel and subcontractors about the recycling program, and shall continuously monitor the program to verify proper source separation and to avoid contamination of the recyclable materials. Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.
- D. A comprehensive list of recycling processors and facilities in the Portland metropolitan area is available from the local building permit office or by contacting Metro at 503-234-3000.

## **PART 4 – PAYMENTS**

### **4.1 Lump Sum Bid and Unit Prices**

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

**\*\*\* END OF SECTION \*\*\***

# Section 01400

## Quality Control



**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

### PART 1 GENERAL

#### 1.1 Summary

##### A. Section Includes:

1. Quality Assurance.
2. Contractor designed structural systems.
3. Incidental work by Contractor.
4. Test and inspection work by independent testing laboratory
5. Field samples and mock-ups.
6. Source quality control.
7. Field quality control.
8. Evaluation and correction.

##### B. Related Documents and Sections:

1. Section 033000, Cast-in-Place Concrete
2. Section 034100, Precast Structural Concrete
3. Section 042000, Unit Masonry Assemblies
4. Section 044300, Stone Masonry Assemblies
5. Section 311000, Site Clearing
6. Section 312000, Earth Moving
7. Section 321216, Asphalt Paving
8. Section 322125, Pathways and Paving
9. Romtec, Sierra Customized Pre-manufactured restroom specifications
10. Natural Structures, Pre-manufactured picnic shelter specifications
11. General Conditions - Article 7 Control and Quality of work and Material.
12. All other Technical Specifications pertaining to the work.

##### C. Responsibilities

1. Contractor is primarily responsible for quality control and will provide for sufficient supervision and control measures on a daily basis to ensure that the Work is completed in accordance with the Contract Documents.
2. The Owner's Representative, the Architect/Engineer and the Independent Testing Laboratory are responsible for quality assurance. Their activities in no way relieve Contractor of his quality control responsibilities.

#### 1.2 Quality Assurance

##### A. Independent Testing Laboratory Qualifications:

1. Testing Laboratory shall meet Recommended Requirements for Independent Laboratory Qualification, published by American Council of Independent Laboratories.
2. Testing Laboratory shall meet requirements of ASTM E 329.
3. Testing Laboratory shall be authorized to operate in the State of Oregon.
4. Testing Laboratory shall be acceptable to Owner's Representative and local Building Authorities.

#### 1.3 Requirements

- ##### A. Quality Control Plan - Contractor will prepare and submit a plan of action to establish and maintain a Quality Control Program. The program as a minimum will contain:

1. The quality control organization chart beginning with the responsible corporate officer.
2. The names and qualifications of personnel selected to implement the program on-site.
3. Authority and responsibility of the quality control staff.
4. A breakdown of the schedule of work which includes proposed inspections, tests or other means of controlling the quality of work for each phase.
5. Provides controls for each phase of work by establishing a system of inspections as follows:
  - a. Preparatory Inspection - This inspection will be conducted by Contractor prior to starting any new phase of work. Contractor's Quality Control Manager will review the contract documents to ensure that required materials, equipment and procedures have been submitted and approved, are on-site and checked, that a reasonable, coordinated work plan has been prepared, that all previous work has been completed, inspected and tested as required. Contractor will schedule a preparatory conference with the Owner's Representative to discuss the findings and to develop a material understanding on execution of the work and the quality standards which will be used. The inspection results and minutes of the conference will be documented by Contractor and a copy furnished to the Owner's Representative. Subsequent to the conference, but prior to start of work, all involved working personnel and inspectors will be briefed on the work plan and the quality standards expected.
  - b. Initial Inspection - This joint inspection by Contractor and the Owner's Representative will be made as soon as a representative portion of the work has been accomplished. This inspection will be repeated if new crew member(s) are assigned to the work or if acceptable standards of workmanship are not being met. Contractor will, as a minimum, document this inspection in the weekly Quality Control Report.
  - c. Follow-up Inspections - Contractor will perform daily inspections of the work until completion.
6. Establish a system of Quality Control Deficiency Reports to report deficiencies in the work or materials to determine appropriate correction and to track the execution of the correction.

B. Documentation

1. Weekly Quality Control Report - This report will be furnished by Contractor in a suitable format on a weekly basis over the signature of the Quality Control Manager or on-site Quality Control Representative. It shall be delivered to the Owner's Representative by 10:00 a.m. on the day following the weekly progress meetings, see Section 1200; Project Meetings. The weekly quality control report will contain as a minimum:
  - a. Project Name and Date of Report
  - b. Sequential number of report
  - c. Manpower (listed by craft for Contractor and total for each Subcontractor)
  - d. A summary of activity for each shift and evaluation of the workmanship
  - e. A record of any inspections which were made; date, time and location including specification section pertaining to work being inspected, tested or sampled
  - f. Results of tests
  - g. Identification of deficiencies or rejections
  - h. Proposed remedial actions
  - i. Corrective actions taken
  - j. Safety related issues
  - k. Permanent materials deliveries and inspections
2. Preparatory Inspection Meeting Record - This record will be delivered to the Owner's Representative prior to the start of each phase of work but not later than three work days after the meeting.

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## Quality Control

3. Test Reports - A record of all tests shall be kept by Contractor on the job site. A copy of all test reports done by Contractor shall be provided to the Owner's Representative.
  4. Quality Control Deficiency Reports - Contractor will prepare a deficiency report on all deficiencies in the work or in the quality of materials. The report will be logged and numbered and submitted to the Owner's Representative along with the recommended remedy. Contractor will track the action through to completion, submitting a final report of inspection on the work in question.
- C. Duties and responsibilities of the Quality Control Manager or a designated representative includes:
1. Have the authority to stop or reject work.
  2. Be on-site during normal working hours and will be assigned full time to the project.
  3. Establish the Quality Control Plan and execute the Quality Control Program.
  4. Review all submittals, including shop drawings and materials submittals. Reject those submittals not in accordance with the Contract Documents, approve and submit those which are in accordance. Maintain a jobsite submittal file.
  5. Ensure that line, grade, depth and compaction, density and composition of materials are in accordance with the Contract Documents.
  6. Ensure that all work to be inspected includes an opportunity for the Owner's Representative to check work prior to covering the work.
  7. Coordinate required tests and inspections with the Owner's Representative.
  8. Inspect the work of Contractor and all Subcontractors.
  9. Submit all required quality control documentation and maintain records.
  10. Verify that all permanent materials delivered to the jobsite are in accordance with the Contract Documents. Submit certifications and test reports as required.
  11. Accompany the Owner's Representative, Independent Testing Laboratory personnel, and/or Architect/Engineer on jobsite inspections as required.
  12. Prepare and submit the project punch lists prior to job completion and acceptance.
  13. Furnish representative samples for testing as required by the Contract Documents or Owner's Representative.

### 1.4 Inspection

- A. Contractor will provide continuous inspection over the daily operations, including overtime, additional shifts, and sub contractors.
- B. The Owner's Representative and other regulatory agencies may also inspect as required by law and custom. The inspection by any of the above does not relieve Contractor of the requirement to inspect and to produce work in accordance with the plans and specifications. Contractor shall at all times provide safe access and assistance to the Owner's Representative, and other authorized inspectors for inspection of the work.

### 1.5 Contractor Designed Structural Systems

- A. Engineering by Contractor:
  1. Contractor shall pay for required shop and site inspection of Contractor designed structural systems where required by Structural Engineer or building code officials.

### 1.6 Incidental Work by Contractor

- A. Notification:
  1. Notify Owner's Representative and independent testing laboratory 24 hours prior to need for independent laboratory site testing and inspecting.

2. Notify Building officials, when product and system site inspections required by Building Codes are ready for inspecting.

B. Support Services:

1. Cooperate with laboratory personnel, provide access to work, and furnish labor and facilities to assist in shop and site sampling.
2. Facilitate testing and continuous inspecting by laboratory personnel.
3. Provide on-site facilities for storing and curing test samples.

1.7 Test and Inspection Work by Independent Testing Laboratory

A. Specified Tests and Inspections:

1. Independent testing laboratory, shall perform tests and inspections as required by Contract Documents, to determine if specified materials and systems comply with requirements of Contract Documents.
2. Independent testing laboratory, shall provide sampling equipment and personnel, deliver samples to testing laboratory, record field measurements, and cure samples as required by Contract Documents.
3. Owner will pay for specified tests and inspections when test and inspection results indicate that materials and systems comply with requirements in Contract Documents.
4. Contractor shall compensate the Owner for additional specified tests and inspections required by Owner when the original test and inspection results indicate that Work does not comply with requirements in Contract Documents as indicated in Document 00700, General Conditions.

B. Special Tests and Inspections Required by Building Code Officials:

1. Comply with requirements of Building Code for Special Inspections required by Local Building Officials.
2. When directed by Owner's Representative, Owner will employ an independent testing laboratory to provide special tests and inspections to verify material compliance with requirements of Contract Documents, and comply with Document 00700, General Conditions.
3. Owner will pay for special tests and inspections performed by independent testing laboratory when Work conforms to Contract Document requirements.
4. Contractor shall compensate the Owner for additional special tests and inspections required by Building Officials when the original test and inspection results indicate that Work does not comply with Contract Document requirements as indicated in Document 00700, General Conditions.

C. Quality Control Tests and Inspections Required by Owner's Representative:

1. Contractor shall cooperate with laboratory personnel for quality control tests and inspections required by Owner's Representative to evaluate whether Work meets Contract Document requirements, including subsequent tests and inspections until such Work meets Contract Document requirements.
2. Owner will pay for quality control tests and inspections that meet Contract Document requirements from funds in test and inspection allowance.
3. Contractor shall compensate the Owner for quality control tests and inspections required by Owner when test and inspection results do not comply with Contract Document requirements by deducting quality control test and inspection expenses from the Contract Sum as indicated in Document 00700, General Conditions.

D. Limits of Independent Testing Laboratory Duties:

1. Independent testing laboratory is not authorized to modify Contract Documents, approve or accept Work, or perform duties of Contractor.

E. Test and Inspection Reports Shall Indicate:

1. Project name and date of report.
2. Independent testing laboratory name, address, telephone number, and name of laboratory inspector.
3. Date, time, and location of sampling, testing, and inspecting.
4. Ambient temperature and weather conditions at the site or shop and curing conditions of samples.
5. Product identification and referenced specification Section number.

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**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

6. Type of sample, test, and inspection and industry standard for sampling and testing.
7. Results of sample, test, and inspection.
8. Evaluation of compliance with requirements in Contract Documents

F. Distribution of Test and Inspection Reports:

1. Distribute one copy of soil and paving compaction and water line and sewer system testing and inspection reports, and other below grade test and inspection reports, to Owner's Representative, Geotechnical Engineer, local building official, and two copies to Contractor.
2. Distribute one copy of concrete, mortar, grout, weld and other structural test and inspection reports to Owner's Representative, Structural Engineer, local building official, and two copies to Contractor.
3. Distribute one copy of quality control test and inspection reports to Owner's Representative and two copies to Contractor.

### 1.8 Field Sample and Mock-ups

A. Field Sample Procedures:

1. When field samples are specified, construct field samples prior to starting related field Work.
2. Field samples may be incorporated into the Project after acceptance by Owner's Representative.
3. Remove unacceptable field samples when directed by Owner's Representative.

B. Mock-Up Procedures:

1. When mock-ups are specified, construct mock-ups prior to starting related assembly Work.
2. Mock-ups may be incorporated into the Project after acceptance by Owner's Representative.
3. Remove unacceptable mock-ups when directed by Owner's Representative.

## PART 2 PRODUCTS

### 2.1 Source Quality Control

A. Density, Moisture, and Sieve Tests for Soils and Aggregates:

1. Owner will employ an independent testing laboratory to perform density and moisture relations tests on a representative sample of each type of subsoil requiring compaction prior to the scheduled compaction Work using one of the following tests:
  - a. Modified Proctor: ASTM D 1557, UBC Standard 70-1, and AASHTO T-180.
2. Owner will employ an independent testing laboratory to perform density and moisture relations tests on each type and each source of imported soil and aggregate prior to delivery to the site using one of the following tests.
  - a. Modified Proctor: ASTM D 1557, UBC Standard 70-1, and AASHTO T-180.
3. Owner will employ an independent testing laboratory to perform sieve tests in conformance with ASTM C 136 to determine particle size distribution for a representative sample of each type of subsoil requiring compaction prior to the scheduled compaction Work.
4. Owner will employ an independent testing laboratory to perform sieve tests in conformance with ASTM C 136 to determine particle size distribution for each type and each source of imported soil and aggregate prior to delivery to the site.

B. Precast Concrete Tests:

1. Owner will employ an Independent Testing Laboratory to perform sampling, slump, air content, and compressive strength tests.
2. Sample each batch of concrete, complying with ASTM C 172.
3. Perform one slump test for each batch of concrete, complying with ASTM C 143 and one air content test for each set of compressive strength specimens, complying with ASTM C 31.

4. Make one set of 5 of compressive strength specimens for each day of structural concrete pouring or each 50 cubic yards or fraction thereof for each class of concrete.
  5. Test two specimens after curing 7 days, two specimens after curing 28 days, and retain one specimen for later testing if required.
  6. Test masonry units as indicated in ASTM C 140 and ASTM C 426.
  7. Submit copies of test data for 30 previous prism tests or test 5 ungrouted and 5 grouted prism samples and test for 28 day compressive strength.
  8. Comply with Oregon State Building Code, Section 2604(h) for evaluation and acceptance of concrete.
- C. Shop Weld Inspection for Structural Steel, Steel Joists, and Custom Steel Fabrications:
1. Employ an AWS Certified Welding Inspector to visually inspect 100 percent of structural welds and inspect 25 percent of fillet welds and 100 percent of butt welds and moment connection welds by ultra-sonic or magnetic particle inspection.
  2. Acceptance criteria includes AWS D 1.1, Paragraph 8.15.1 for visual inspection and Paragraphs 8.15.3 and 8.15.4 for radiographic or ultra-sonic inspection.
- D. Shop Weld Inspection for Cold-Formed Metal Framing, Steel Decking, and Steel Pan Stair Systems:
1. Owner will employ an AWS Certified Welding Inspector to visually inspect 100 percent of structural welds and inspect 25 percent of fillet welds by magnetic particle or ultra-sonic inspection and perform bend tests on 10 percent of shear connectors.

### **PART 3 EXECUTION**

#### **3.1 Field Quality Control**

- A. Density and Moisture Tests for Soils, Aggregates:
1. Owner will employ an independent testing laboratory to perform density and moisture tests on a representative sample of each type of existing subsoil requiring compaction prior to starting field Work.
  2. Owner will employ an independent testing laboratory to perform density and moisture relations tests on each type of imported soil and aggregate prior to starting field Work.
  3. Independent testing laboratory shall perform density tests for soil and aggregate in accordance with one of the following methods as indicated in the Geotechnical Report:
    - a. Nuclear Method: ASTM D 2922, UBC Standard 70-5, Part II, and AASHTO T-238.
    - b. Sand-Cone Method: ASTM D 1556 and UBC Standard 70-2.
    - c. Rubber-Balloon Method: ASTM D 2167 and UBC Standard 70-3.
  4. Independent testing laboratory shall perform moisture content tests for soil and aggregate in accordance with the Nuclear Method, ASTM D 3017 and UBC Standard 70-5, Part I,.
- B. Site Cast Concrete Tests:
1. Owner will employ an Independent Testing Laboratory to sample the first daily truck load of ready mixed concrete and each tenth truck load thereafter, complying with ASTM C 172 and perform one slump test for the first daily truck load of ready mixed concrete and each fifth truck load thereafter, complying with ASTM C 143.
  2. Owner will employ an Independent Testing Laboratory to perform one air content test for each set of compressive strength specimens, complying with ASTM C 31 and fabricate compressive strength specimens, complying with ASTM C 39.
    - a. Make one set of 5 compressive strength specimens for each day of structural concrete pouring or each 50 cubic yards or fraction thereof for each class of concrete.
    - b. Test two specimens after curing 7 days, two specimens after curing 28 days, and retain one specimen for later testing if required.
  3. Comply with Uniform Building Code, Section 2604(h) for evaluation and acceptance of concrete.
  4. Owner will pay for Site cast concrete tests.

#### **3.2 Evaluation and Correction**

- A. Evaluation of Tests and Inspections:
1. Satisfactory completion of Work will be evaluated on results of laboratory, shop, and site tests and inspections.

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2. If results of tests and inspections indicate Work does not meet requirements of Contract Documents, defective portions of work are subject to rejection by the Owner's Representative.
- B. Correction:
1. Remove and replace defective and non-conforming Work at Contractor's expense until such Work meets requirements of Contract Documents.

### **PART 4 – PAYMENTS**

#### 4.1 Lump Sum Bid and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.
- B. The planning, execution and results of Contractor's Quality Control Program are considered incidental to the payment for the work as indicated by the bid items.

\*\*\* END OF SECTION \*\*\*

# Section 01500

## Construction Facilities and Temporary Controls

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### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
  - 1. Temporary utilities required during construction.
  - 2. Temporary construction facilities, including field offices and project signs.
  - 3. Requirements for security and protection of facilities and property.
  - 4. Requirements for traffic regulation and access to the work.
  - 5. Temporary controls for protection of environment.
- B. Related Sections:
  - 1. Section 01533, Tree and Plant Protection: Temporary protection of trees and plants.
  - 2. Section 01700, Project Closeout: Final cleaning.

#### 1.2 Submittals

- A. Temporary Utility Submittals
  - 1. Electric power supply and distribution plans.
  - 2. Water supply and distribution plans, including metering device.
  - 3. Wastewater routing plans including piping, ditches, culverts, etc.
- B. Temporary Construction Submittals
  - 1. Access roads and parking area plans.
  - 2. Storage yard and storage building plans, including gravel surfaced area.
  - 3. Fencing and protective barrier locations and details.
  - 4. Contractor's field office plan and equipment list.
  - 5. Staging area plan and notification of any obstructions encountered during mobilization.
- C. Temporary Control Submittals
  - 1. Copies of permits or approvals for construction from governing environmental protection agencies.
  - 2. Plan for disposal of waste materials.
- D. Safety and Protection Submittals
  - 1. Copies of permits or approvals for construction activities from governing safety authorities.
  - 2. Copies of survey notes taken to establish control points for structures affected by the work, and layout of survey control points.
- E. Traffic Control Plan Submittal: Submit specified plan for temporary traffic control during right of way improvements.

1.3 Mobilization

- A. Use area designated for Contractor's temporary facilities as determined by Metro.
- B. Notify Owner of obstructions not shown or not readily apparent by visual inspection of the staging area. If such obstructions adversely affect Contractor's operations, proper adjustment to Contract will be considered. Do not remove obstructions without Owner's prior consent.

1.4 Temporary Utilities

- A. **Permissions/Fees:** Permits or approvals for temporary utilities and associated fees to be obtained by the Contractor. Contractor shall continue to pay for utilities used until final acceptance of the work, except as provided herein.
- B. **Costs After Substantial Completion:** Upon acceptance of the work or a portion of the work defined and certified as substantially complete by the Owner, and Owner commences full-time successful operation of the facility or portion thereof, the Owner will bear the cost for utilities used for Owner's operation.
- C. **Electric Power**
  - 1. Locate and determine the type and amount of electric power available and make arrangements for obtaining temporary electric power service, metering equipment, and pay all costs for the electric power used during the Contract period, except as specifically provided for utilities used by the Owner on portions of the work designated in writing by the Architect/Engineer as substantially complete.
  - 2. Temporary electric power installations shall meet construction safety requirements of OSHA, state, and other governing agencies.
  - 3. Cost of electric power used in performance and acceptance testing shall be borne by Contractor.
- D. **Water:** The contractor will provide temporary facilities and piping required to bring water to the point of use, and remove them when no longer needed. Install an acceptable metering device and pay for water used at the Owner's current rate.
- E. **Sewage:** Provide and maintain sanitary facilities for Contractor's employees and subcontractors' employees that comply with regulations of local and state health departments.
- F. **Telephone**
  - 1. Maintain temporary telephone service where Contractor's Representative may be reached directly or by message.
  - 2. Provide a 24 hour emergency phone number to allow the Owner to contact the Contractor during nights, weekends, and holidays.

**PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION**

3.1 Temporary Construction

- A. Access Roads and Parking: Contractor and Owner shall review proposed access roads, haul routes, storage yards and staging areas prior to construction. The area available on site is limited due to the extensive natural area restoration activities. Temporary haul routes, storage yards and staging areas shall be coordinated with the Owner and temporarily fenced in a manner described in the Specifications and as acceptable to the Owner.
  
- B. Storage Yards, Staging Areas and Storage Buildings
  - 1. Construct temporary storage yards and staging areas for the storage of products that are not subject to damage by weather conditions. Materials such as pipe, reinforcing and structural steel, shall be stored on pallets or racks, off the ground, and in a manner to allow ready access for inspection and inventory. Temporary gravel surfacing of storage yards and staging areas must be approved by the Owner.
  
  - 2. Erect or provide temporary storage buildings of various sizes needed to protect mechanical and electrical equipment and other materials, as recommended by manufacturers of such equipment and materials.
    - a. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored in the buildings.
    - b. Buildings shall be of sufficient size.
    - c. Arrange or partition buildings to provide security for their contents and ready access for inspection and inventory.
    - d. At or near completion of the work, temporary storage buildings shall be dismantled, removed from the site, and remain the property of the Contractor.
  
- C. Fencing and Barricades
  - 1. Security Fence: The Contractor shall erect a temporary fence around the trailhead at the limits of work as shown on the drawings.
  
  - 2. Barricades: Provide barricades as necessary to prevent unauthorized entry to construction areas, both inside and outside of fenced area. Also provide barricades to protect existing facilities and adjacent properties from potential damage. Locate barriers to enable access by facility operators and property owners.

3.2 Safety and Protection

- A. Examination of Existing Facilities
  - 1. After the Contract is awarded and before the commencement of work, Contractor and Owner shall make a thorough examination of the site and other built improvements in the vicinity of the work, as applicable, which might be damaged by construction operations.
  
  - 2. Periodic examinations of existing improvements in the vicinity of the work shall be made jointly by authorized representatives of the Contractor and the Owner.
  
  - 3. Records of all observations shall be prepared by the Owner and a copy of every document shall be signed by the authorized representative of the Owner and of the Contractor.

Photographs shall be made by the Owner and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Owner.

4. These records and photographs are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and are for the protection of the adjacent property owners, the Contractor, and the Owner.

B. Safety Requirements

1. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
2. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
3. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
4. The Owner's Representative's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
5. As part of safety program, Contractor shall maintain at its office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.
6. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
7. Construct and maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. Such barriers shall have adequate warning lights as necessary or required for safety.
8. Comply with Owner's safety rules while on Owner's property.
9. If injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner. In addition, Contractor shall promptly report in writing all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.
10. If claim is made by anyone against Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts in writing, giving full details of the claim.

C. Traffic Safety and Access

1. Comply with rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by written permission of the proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.
2. Where traffic will pass over backfilled trenches before they are paved, maintain top of trench to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
3. When flagmen and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.
4. Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control. See 3.3 TRAFFIC REGULATION below.
5. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.
6. Contractor shall leave its night emergency telephone number or numbers with the police department, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

D. Fire Prevention: Perform all work in a firesafe manner. Furnish and maintain on the site adequate fire fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No.†241).

E. Protection of Work and Property:

1. General

- a. Contractor shall employ such means and methods necessary to adequately protect public property and property of the Owner against damage. In the event of damage to such property, immediately restore the property to a condition equal to its original condition and to the satisfaction of the Owner of said property, and bear all costs thereof.
- b. Protect stored materials and other items located adjacent to the proposed work.
- c. Do not drive on or park over the root zones of trees. (Section 01533 - Refer to Tree and Plant Preservation and Protection)

2. Finished Construction

- a. Contractor shall assume the responsibility for protection of finished construction and shall repair and restore any and all damage to finished work to its original or better condition.
- b. Where responsibility can be fixed, costs for replacement or repair of damaged work shall be charged to the party responsible. If responsibility cannot be fixed, costs shall be prorated among all parties in proportion to their activities at the

time the damage was done.

- c. Prevent wheeling of loads over finished floors, either with or without plank protection, except in rubber-tired wheelbarrows, buggies, or dollies. Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- d. At such time temporary facilities and utilities are no longer required for the work, notify Owner of intent and schedule for their removal. Remove temporary facilities and utilities from the site as Contractor's property and leave the site in such condition acceptable to the Owner.
- e. In unfinished areas, leave the site evenly graded, seeded, or planted as necessary, in a condition that will restore original drainage, and with an appearance equal to or better than original.

### 3.3 Traffic Regulation

#### A. Traffic Routing and Control (Refer to Supplemental Conditions for further information.)

1. Prior to starting work at project site, Contractor shall submit traffic routing plans to the Architect/Engineer for review and approval showing:
  - a. Sequences of construction affecting the use of roadways.
  - b. Time required for each phase of the work.
  - c. Provisions for decking over excavations or phasing of operations, or a combination of these two methods, to provide necessary access.
2. This provision shall not be construed as preventing the Contractor from proceeding with mobilization of plant and equipment, and from placing orders for materials upon receipt of Notice to Proceed. Contractor shall not be entitled to delays due to "DISAPPROVED" traffic routing plans.

#### B. Signs and Equipment: Furnish at the site, or convenient to and immediately available to the site, the following signs and equipment:

1. Barricades, as required by the Vehicle Code, in sufficient quantity to safeguard the public and the work.
2. Portable "TOW-AWAY - NO STOPPING" signs, placed where approved by police department and owner.
3. Traffic cones, to delineate traffic lanes to guide and separate traffic movements.

### 3.4 Environmental Controls

#### A. General

1. The Contractor, in executing the work, shall maintain affected areas within and outside project boundaries free from environmental pollution that would be in violation of federal, state, or local regulations.
2. Do not impair operation of existing sanitary and storm sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures. Maintain original site drainage wherever possible.

B. Water Pollution Control

1. Comply with laws, rules, and regulations of the State of Oregon and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of refuse, rubbish, or debris.
2. Contractor shall comply with the procedures outlined in the U.S. Environmental Protection Agency manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation", "Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity".
3. Provide erosion control measures as indicated on Drawings.

C. Dewatering Procedures

1. The Contractor shall construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally-safe removal and disposal of water from the various parts of the work. Maintain the foundations and parts of the work free from water.
2. Where an excavation extends below the water table, dewater in a manner that will prevent loss of fines from the foundation. Maintain stability of slopes and bottom of the excavation, and perform construction operations in the dry. Use screened wells or equivalent methods for dewatering. Control seepage along the bottom of excavations, which may require ditches and pipe drains leading to sumps from which the water shall be pumped and properly discharged.

D. Waste Material Disposal

1. Excess excavated material not required or suitable for backfill, and other waste material, must be disposed of in accordance with existing regulations.
2. Unacceptable disposal sites include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
3. Contractor shall make arrangements for disposal subject to submission of proof that the owner(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency. Submit intended haul route plan, including a map of the proposed route(s). Provide watertight conveyance for liquids, semiliquids, or saturated solids that tend to bleed during transport.
4. Maintain areas covered by the Contract and affected public properties free from accumulations of waste, debris, and rubbish caused by construction operations. Remove excavated materials from the site.
5. Cleaning and disposal shall comply with local ordinances and pollution control laws. Do not burn or bury rubbish or waste materials on the project site. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish. Establish regular intervals of collection and disposal of such materials and waste.

E. Air Pollution Control

1. Minimize air pollution likely to occur from construction operations by wetting down bare soils during windy periods, requiring proper combustion emission control devices on construction vehicles and equipment, and by shutdown of motorized equipment not in use. Trash burning will not be permitted on the construction site.
2. If temporary heating devices are necessary for protection of the work, they shall be an approved type as specified under Article TEMPORARY UTILITIES.
3. Operations of dumping rock and of carrying rock away in trucks shall be conducted to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in the construction area a dust-preventive treatment, or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.

F. Noise Control

1. Minimize noise by executing work using appropriate construction methods and equipment. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Schedule concrete and masonry coring and sawing with Owner's Representative 24 hours in advance.
3. Schedule noisy construction activities 9 a.m. and 7 p.m. or as regulated by local noise control ordinances.

G. Pest and Rodent Control

1. Comply with local health requirements for pest and rodent control. Cooperate with agencies and companies authorized to spray or provide other treatments to prevent insect outbreaks.
2. Maintain closures of means of entry into finished buildings by rodents. Inspect for rodents during cleaning, remove debris, and treat infested areas to Owner's satisfaction.

H. Erosion Control

1. Contractor shall provide temporary erosion control work shown in the plans, required by federal, state or local agencies during the life of the contract. This work is intended to provide prevention, control, and abatement of water pollution/erosion within the limits of the project, and to minimize damage to the work, adjacent property, streams, and other bodies of water.
2. The Contractor shall coordinate this temporary water pollution/erosion control work with the permanent drainage and erosion control work that may be specified in the Contract to the extent practicable to ensure that effective and continuous water pollution/erosion control is maintained during the construction of the Project.
3. If the Owner's Representative determines that water pollution and/or erosion could occur due to seasonal limitations, the nature of the material, or the Contractor's progress, temporary water pollution/erosion control measures shall be taken immediately.
4. The Owner's Representative may require the Contractor's operations to be scheduled so that permanent erosion control features will be installed concurrently with or immediately following grading operations.
5. Compliance with the requirements of this section shall not relieve the Contractor from their responsibility to comply with other provisions of the contract.

I. Archaeological or Cultural Resources

1. The Contractor is advised that construction work within this Contract is subject to the provisions of state and federal laws and regulations pertaining to the preservation of archaeological and cultural resources.
2. ORS 358.905 and ORS 97.740 protect archaeological sites and objects and human remains on state public and private lands in Oregon. In the event that any archaeological or cultural resources are uncovered during the course of construction, all work shall cease until an inspection and evaluation of the site has been made by an archaeologist to insure that archaeological data are properly preserved.
3. The Contractor shall notify the Owner who will in turn notify the proper authorities.

3.5 General Construction Cleaning

1. The Contractor shall keep the site of the work and other areas used by them in a neat and clean condition, and free from any accumulation of rubbish.
2. Keep haul roads free from dirt, rubbish, and unnecessary obstructions resulting from their operations.
3. Equipment and material storage shall be confined to areas approved by the Owner's Representative.
4. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.

**PART 4 PAYMENT**

4.1 Lump Sum and Unit Price Bids

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

\* \* \* END OF SECTION \* \* \*

# Section 01533

## Tree and Plant Preservation and Protection

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**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction. This section addresses wetland protection measures where work is within 30' of a wetland.
- B. General requirements:
  - 1. Preservation, protection, and trimming of existing trees and shrubs, and other vegetation indicated to remain.
  - 2. Make every effort to protect all trees, shrubs, ground cover and other vegetation existing on the Project site with the exception of that indicated to be removed.
  - 3. Meet local jurisdiction requirements for protection of existing trees and vegetation.
  - 4. Provide temporary fencing, barricades and guards as required to protect trees, shrubs and other plants, which are to remain, from all damage.
  - 5. Protect all trees from stockpiling, material storage, vehicle parking and driving within the tree drip line or tree protection fence area.
- C. Related Sections include the following:
  - 1. Section 311000; Site Clearing
  - 2. Section 311070; Erosion Control
  - 3. Section 312200; Grading
  - 4. Section 328000; Irrigation
  - 5. Section 329113; Soil Preparation
  - 6. Section 329445; Landscape Maintenance

#### 1.3 Definitions:

- 1. Consulting Arborist: A Consulting Arborist registered with the American Society of Consulting Arborists (ASCA).
- 2. Certified Arborist: Certified by The International Society of Arboriculture (ISA).
- 3. Tree Protection Zone: Area defined by the drip line of a single existing tree or the outermost perimeter of the combined drip line areas of a designated group of trees. This area may be extended as deemed necessary by the Owner's Representative.
- 4. Furnish: Supply and deliver to the project site, ready for unpacking, assembly and installation.
- 5. Install: Includes unloading, unpacking, assembling, erecting, installation, applying, finishing, protecting, cleaning and similar operations at the project site as required to complete items of work furnished by others.

#### 1.4 Submittals:

- 1. Product Data: For each type of product indicated.
- 2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 3. Coordinate first paragraph below with qualification requirements in Division 1 Section "Quality Assurance" and as supplemented in "Quality Assurance" Article.
- 4. Qualification Data: For tree service firm and arborist.
- 5. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

# Section 01533

## Tree and Plant Preservation and Protection

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### 1.5 Quality Assurance:

1. Revise or delete first paragraph below if not required or available at Project location.
2. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
3. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.
4. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
  - a. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner, Owner's Representative, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.

### 1.6. Site Verification of Conditions:

1. Meet with Owner's Representative to conduct on-site inspection of tree and plant materials to remain prior to start of Work.
2. Notify Owner's Representative 48 hours prior to starting construction work around trees.

## **PART 2 - PRODUCTS**

### 2.1 Materials

1. As indicated and required elsewhere in this Specification Section, and as may be recommended by Owner's Representative.
2. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.
3. Topsoil: As specified in Section 329113, Soil Preparation.
4. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
5. Chain-Link Fence at Tree Protection Areas: Metallic-coated steel chain-link fence fabric of 0.120-inch diameter wire; a minimum of 72 inches high; with 1.9-inch diameter line posts; 2.375-inch diameter terminal and corner posts; 1.625-inch diameter top rail; and 0.177-inch diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
6. Pruning Equipment:
  - a. Roots and Branches Larger than 1 inch in diameter: Sharp saw.
  - b. Roots and Branches 1 inch or less in diameter: Pruning shears.

## **PART 3 EXECUTION**

### 3.1 General

- A. Protect all plant growth including root systems of trees and plants from:
  1. Dumping of construction related refuse.
  2. Chemically injurious materials and liquids used in construction process.
  3. Noxious materials in solution caused by run-off, clean-up and/or spillage during mixing and placement of construction materials, and drainage from stored materials.
  4. Continual puddling of running water as a result of construction.
- B. Protect root zones from flooding, erosion, excessive wetting and drying resulting from de-watering and other operations.
- C. Protect all existing plant material to remain against unnecessary cutting, breaking and skinning of roots and branches, skinning or bruising of bark.

# Section 01533

## Tree and Plant Preservation and Protection

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- D. Engage the Owners Representative to direct removal of branches from trees and large shrubs, which are to remain, if required to clear new construction and where indicated; and to direct tree root pruning and relocation work.
- E. Where directed by the Owners Representative, extend pruning operations to restore natural shape of trees and other plants impacted by construction activities.
- F. Cut branches and roots with sharp pruning instruments, as specified. Do not break, chip or mutilate.
- G. Restrict vehicular and foot traffic, of all construction crews, to prevent compaction of soil over root systems and within tree protection zones.
- H. Erect fencing around all tree protection zones prior to commencement of clearing and demolition work and remove only after all work potentially injurious to trees and other plants is complete. Fencing shall be placed as far from trees as is practical, but in no instance closer than one foot behind required construction limits.

### 3.2 Preparation

- A. Temporary Fencing:
  - 1. Install temporary fencing around **tree protection zones** to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
    - a. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
  - 2. Install temporary fencing around **wetland edges** to protect wetland vegetation from construction damage. Place wetland fencing 3' from the edge of wetland. Wetland edge to be flagged by owner. Maintain temporary fence and remove when construction is complete.
    - a. Install owner furnished plastic mesh fencing according to ASTM F 567 and manufacturer's written instructions.
- B. Protect tree root systems and wetlands from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones or wetlands. Do not permit vehicles or foot traffic within tree protection zones or wetlands; prevent soil compaction over root systems.
- D. Maintain tree protection zones and wetlands free of weeds and trash.
- E. Do not allow fires within tree protection zones or wetlands.

### 3.3 Excavation

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones or wetlands, unless otherwise indicated
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction.

# Section 01533

## Tree and Plant Preservation and Protection

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2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.4 Regrading

- A. **Grade Lowering:** Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zone
- B. **Grade Lowering:** Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
  1. **Root Pruning:** Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; only cut roots less than 1" diameter. Cut roots with sharp pruning instruments; do not break or chop.
- C. **Minor Fill:** Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- D. **Moderate Fill:** Where existing grade is more than 6 inches but less than 12 inches below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
  1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
  2. Place filter fabric with edges overlapping 6 inches minimum.
  3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

### 3.5 Tree Pruning

- A. Prune trees to remain that are affected by temporary and permanent construction.
- B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- C. **Pruning Standards:** Prune trees according to ANSI A300 (Part 1).
- D. Cut branches with sharp pruning instruments; do not break or chop.
- E. Chip removed tree branches and spread over areas identified by Owner's Representative

### 3.6 Repair, Removal and Replacement of Trees

- A. Notify the Owner's Representative of those to perform tree repair work and submit their experiential qualifications.
- B. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- C. Replace trees damaged by construction operations in a manner acceptable to the Owner's Representative. Replacement trees shall be installed at a time of year conducive to plant establishment and as approved by the Owner.

# Section 01533

## Tree and Plant Preservation and Protection

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- B. Remove dead and damaged trees which are determined by the Owners Representative to be incapable of restoration to normal growth pattern.
  - 1. Provide new trees of the same size and species as those damaged or as other wise acceptable to the Owner.
  - 2. Plant and maintain according to specifications provided

### 3.7 Removal and Replacement of Shrubs

- A. Replace shrubs, and other vegetation damaged by construction operations in a manner acceptable to the Owners Representative. Replacement shrubs shall be installed at a time of year conducive to plant establishment and as approved by the Owner.
- B. Remove and replace dead and damaged plants which are determined by the Owners Representative to be incapable of restoration to normal growth pattern.
  - 1. Provide new shrubs of same size and species as those damaged or as other wise acceptable to the Owner.
  - 2. Plant and maintain according to specifications provided.

### 3.8 Hardscape Installation Within Tree Protection Zones

- A. Electrical conduit and irrigation main lines should be run under walkways, within stone or concrete sub-base, and should not cut into native soil within the Tree Protection Zone (within the drip line). Drip irrigation may be installed within the Tree Protection Zone. Lateral electrical lines to individual lights, should be installed as close to the soil surface as possible with short runs from the main conduit.
- B. Electrical fixtures, housing and irrigation valves must be installed with care to avoid cutting roots. Digging must be minimal with excess dirt removed from the tree protection zone: do not cut roots greater than 1" in diameter without the approval of the Owners Representative. Roots greater than 1" in diameter exposed during excavation must be cut squarely at the edge of the excavation with a sharp saw or appropriate pruning tool as specified.
- C. Install walkways as close to grade as possible to minimize excavation into the soil where large roots and areas of high root density exist. Backfill with loose dirt to the minimum depth necessary to achieve a natural look. Mulch if appropriate, as directed by the Owners Representative.

### 3.9 Compensation to Owner for Trees

- A. The Contractor shall pay the Owner the value of existing trees, that were to remain, that died or were damaged and removed because of the Contractor's failure to provide adequate protection and maintenance.
- B. Liquidated damages shall be assessed against the Contractor for each tree removed due to damage as specified in subparagraph 3.7.A above, at the rate of \$45.00 for each deciduous tree and \$26 for each evergreen tree per square inch of trunk area according to the formula and standards adopted by the "Council of Tree and Landscape Appraisers" in accordance with the evaluation formula set forth in "The Council of Tree and Landscape Evaluation Guide for Plant Appraisers," Eighth Edition, 1992.
- C. Any wound or damage by construction activities to an existing tree, indicated to remain, constitutes partial injury. These include, but are not limited to:

- Any cambium tissue damage.
- Unauthorized cutting, breaking or removing tree branches.
- Unauthorized cutting or damaging protected root zones.
- Soil compaction.

# Section 01533

## Tree and Plant Preservation and Protection

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Toxic run-off into tree preservation areas.

- D. Partial injury will be calculated by percentage, estimated by the Owners Representative, of the total value of the damaged tree. Liquidated damages for partial injuries will include the cost to the Owner for loss appraisal by the Owners Representative plus the cost for necessary damage repair.

### 3.10 Disposal of Waste Materials

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.
  - 1. Separate recyclable materials produced during work of this section from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

## **PART 4 - PRE-CONSTRUCTION TREE CARE**

### 4.1 Pruning and Structural Support

- A. All trees designated to be retained within the project limits shall be pruned to ANSI A-300 Pruning Standards with selective low limb removal, as directed and approved by the Owner's Representative, where required for construction clearance.
- B. Structural support (cabling) in accordance with National Arborist Association Standards will be required on trees within the project limits where required for construction clearance, as identified by the Owner's Representative.

## **PART 5 - POST-CONSTRUCTION TREE CARE**

### 5.1 Fertilization and Aeration

- A. Aeration furnished by Owner.
- B. Deep root liquid injection fertilizing of all trees furnished by Owner.

## **PART 6 – PAYMENTS**

### 6.1 Lump Sum Bid, Add Alternates and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

\*\*\* END OF SECTION \*\*\*

# Section 01600

## Product Shipment, Handling, Storage and Protection

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**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
  - 1. Packing, shipping, handling, and unloading material and equipment.
  - 2. Acceptance of material and equipment at site.
  - 3. Storing and protecting products.
  - 4. Product selection and manufacturer's shop instructions.
  - 5. Product options and substitutions.
  - 6. Verification of site conditions.
  - 7. Manufacturer's site instructions.
  
- B. Related Documents and Sections:
  - 1. Document 00700, General Conditions: Warranty.
  - 2. Document 00800, Supplementary Conditions
  - 3. Section 01330, Submittals: Product data, shop drawings, product samples, and construction schedules.
  - 4. Form 01642, Post Award Substitution Request Form: Published Request Form For Approved Equal After Award

#### 1.2 Submittals

- A. Contractor shall submit the following:
  - 1. Assembly instructions for parts shipped unassembled.
  - 2. Manufacturer's instructions for unloading, handling, storage, and protection prior to installation, with each shipment of each product type.
  - 3. Copy of manufacturer's notice of shipment for products critical to project schedule.
  - 4. Documentation of products in storage, submitted with each progress payment request.

#### 1.3 Preparation for Shipment

- A. When practical, products shall be factory assembled.
  - 1. Furnish assembly instructions for parts and assemblies that are shipped unassembled.
  - 2. Mark or tag the separate parts and assemblies for field assembly.
  - 3. Cover machined and unpainted parts that may be damaged by the elements with a strippable protective coating.
  
- B. Package or crate products to provide protection from damage during shipping, handling, and storage.
  - 1. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of project and Contractor, equipment number, and approximate weight.
  - 2. Pack and ship material and equipment in undamaged condition, in manufacturer's original packaging, and with identifying labels attached.
  
- C. Mark spare parts and special tools to identify the associated products by name, equipment, and part number. Package parts for protection against damage from the elements during shipping, handling, and storage. Ship in boxes or containers marked to indicate the contents and as stated above. Deliver spare parts and special tools before the associated equipment is scheduled for the initial test run.

- D. Contractor shall request a minimum 7-day advance notice of shipment from manufacturers.
- E. Where specified for specific product, factory test results shall be reviewed and accepted before such product is shipped.

#### 1.4 Receiving, Inspection and Unloading

- A. Receiving, Handling, and Unloading:
  - 1. Contractor shall record the receipt of products at the jobsite.
  - 2. Provide equipment and personnel to handle material and equipment by methods which will prevent damage to exposed surfaces.
  - 3. After completion of crate inspection, unload products in accordance with manufacturer's instructions for unloading, or as specified. Do not unload damaged or incomplete products to be returned to manufacturer for replacement, except as necessary to expedite return shipment.
  - 4. Handle products in accordance with the manufacturer's written recommendations, and in a manner to prevent damage.
- B. Acceptance at Site:
  - 1. Immediately after site acceptance and uncrating of material and equipment, inspect shipments to assure compliance with requirements of Contract Documents and record freight damage to material and equipment.
  - 2. Owner may be present for inspection.
  - 3. Should there appear to be damage, notify the Owner immediately and inform the manufacturers and the transportation company.
  - 4. Expedite replacement of damaged, incomplete, or lost items.
- C. Storing and Protecting:
  - 1. Store products prior to installation as recommended by the manufacturer.
  - 2. Store fabricated material and equipment above grade. Store products such as pipe and reinforcing steel off the ground in approved storage yards.
  - 3. Cover material and equipment with vapor retarding coverings and provide ventilation as recommended by manufacturer.
  - 4. Provide temporary coverings to protect installed material and equipment from damage resulting from subsequent construction activity.
  - 5. Remove temporary coverings when no longer needed.
  - 6. Store items subject to damage by the elements, vandalism, or theft in secure buildings.
  - 7. Storage yards and storage buildings shall conform to requirements of Section 1500 CONSTRUCTION FACILITIES.
  - 8. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.
  - 9. Store products to provide access for inspection and inventory control. Contractor shall document products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the work.

#### 1.5 Product Selection and Manufacturer's Shop Fabrication

- A. Product Selection:
  - 1. Comply with specified industry standards.
  - 2. Provide materials in size, type, and quality indicated and specified, unless variations are accepted by Owner's Representative in writing.
  - 3. Provide equipment with capacities, sizes, and performance ratings indicated and specified, unless variations are accepted by Owner's Representative in writing.
  - 4. Two or more items of the same kind shall be identical and by the same manufacturer.
  - 5. Unless indicated otherwise, products shall be new and of current manufacture.

# Section 01600

## Product Shipment, Handling, Storage and Protection

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6. Specifying a manufacturer and manufactured product shall not constitute a waiver of any requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.
- B. Manufacturer's Shop Fabrication Instructions:
1. Perform shop fabrication in accordance with manufacturer's printed fabrication instructions.
  2. Obtain and distribute copies of manufacturer's printed fabrication instructions to parties involved in construction, complying with Section 01300, Submittals.
  3. Handle, store, and fabricate products, materials, systems, and equipment in accordance with manufacturer's printed instructions and in conformity with specified requirements.
  4. Review and resolve conflicts between manufacturer's instructions and Contract Documents with Owner's Representative prior to fabrication of products, systems, and equipment.

### **PART 2 PRODUCTS**

Not Used

### **PART 3 EXECUTION**

#### 3.1 Examination

- A. Verification of Site Conditions:
1. Examine areas and conditions under which material, equipment, and systems are to be fabricated, assembled, erected, installed, and applied.
  2. Correct existing conditions detrimental to proper and timely completion of work.
  3. Do not proceed with work until unsatisfactory conditions have been corrected.
  4. Start of work will be interpreted as acceptance of existing surfaces and conditions within any particular work area.

#### 3.2 Performance

- A. Manufacturer's Site Instructions:
1. Perform work in accordance with manufacturer's printed installation, and application instructions.
  2. Assemble, erect, install, connect, apply, clean, condition, adjust, lubricate, polish, and protect products, systems, and equipment as recommended by manufacturer.

### **PART 4 – PAYMENTS**

#### 4.1 Add Alternates and Unit Prices

- A. Payment for work in this section will be included as part of the Add Alternate award. The payment for actual work will be based on the unit cost as stated in the Schedule of Bid Prices and Section 01019 - Contract Considerations; Measurement and Payment.

\*\*\* END OF SECTION \*\*\*

# Section 01640

## Substitutions & Productions

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### PART 1 - GENERAL

#### 1.1 Substitutions

- A. General requirements:
1. Requests for substitutions will be considered following award of contract as part of a change order proposal. All requests for substitution of products in place of those specified shall be submitted to the Owner's Representative.
  2. Thoroughly investigate proposed products prior to submission to determine that they are equal or superior in all respects to products specified.
  3. Provide same guarantee for accepted substitutions as for products specified.
  4. Coordinate installation of accepted substitutions into the work, making such changes as may be required for the work to be completed in all respects.
  5. Waive all claims for additional costs related to approval and use of substitute products.
  6. Submit complete cost data with each request, including all related costs under the contract resulting from the substitution.
- B. Substitution Requests
1. Submit three (3) copies of each request. Include in each request:
    - a. Complete data substantiating compliance of proposed substitution with contract documents.
    - b. Product identification, including manufacturer's name and address.
    - c. Manufacturer's literature, including product description, performance and test data, and reference standards.
  2. Submit itemized comparison of proposed cost difference between substitution and product or method specified.
  3. Submit data relating to changes in construction schedule.
  4. Requests for approval of specified or unspecified items will be considered only if submitted on the Substitution Request Form (Division 01642) or a duplicate copy thereof. A separate form shall be submitted for each item upon which approval is requested, with the exception of groups of items (e.g., electrical fixtures, plumbing fixtures, etc.) for which an itemized listing may be attached.
  5. Submit request to Owner's Representative.

#### 1.2 Product Options

- A. For products specified only by reference standards, provide products by any manufacturer meeting standards specified.
- B. For those items specified each shall also allow for an "approved equal". Approval shall be obtained post award of the Contract.
- C. For products specified by naming a product to match existing products or systems, provide product named. There is no option and no substitution will be allowed.

#### 1.3 Substitution Requests After Contract Award

- A. Procedures:
1. Requests for substitution of specified products after Contract is signed, will be considered only, if the specified product is unavailable, or if reduction in Contract Time or Contract Sum is proposed.
  2. Post award substitution requests shall be prepared on a copy of Post Award Substitution Request Form (Section 01642).
  3. Submit a separate request for each product, supported with complete data, drawings, and samples as appropriate.

# Section 01640

## Substitutions & Productions

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4. Requests for approved equal for a multiple list of mechanical and electrical components in one category of Work by one manufacturer may be listed on one Request Form For Approved Equal, when acceptable to the Owner's Representative.
  5. Additional copies of the Post Award Substitution Request Forms may be obtained from the Owner's Representative.
- B. Consideration of Substitution Requests After Contract Award:
1. If in the opinion of the Owner's Representative, the proposed product is acceptable in lieu of the one or more specified and the proposal meets the requirements in Paragraph 1.3.B above, the Owner's Representative will issue a Supplemental Instruction where Contract Sum or Contract Time is not affected or a Construction Change Directive or Change Order where Contract Sum or Contract Time is affected. If the proposal reduces contract time. A date of delivery must be identified.
- C. Value Engineering:
1. The Owner will consider Value Engineering proposals, after the receipt of Bids, which include a reduction in Contract Time or Contract Sum without changing the project design or intent.
  2. Submit Value Engineering proposals to the Owner's Representative with drawings, product data, and samples along with a completed Post Award Substitution Request Form (Section 01642).
  3. Acceptable Value Engineering proposals will be incorporated by Addenda or Change Order.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 EXECUTION (Not Used)**

### **PART 4 - PAYMENT (Not Used)**

\*\*\* END OF SECTION \*\*\*

# Section 01642 Post Award Substitution Request Form



**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## POST AWARD SUBSTITUTION REQUEST FORM

TO: Rod Wojtanik, Owner's Representative  
Metro  
600 NE Grand Ave  
Portland, Oregon 97204  
Phone: (503) 797-1846  
Rod.wojtanik@oregonmetro.gov

PROJECT: GRAHAM OAKS NATURE PARK

We hereby submit for your consideration the product described below as a substitute for the specified product indicated:

1. Specified Product:  
Name: \_\_\_\_\_  
Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Drawing \_\_\_\_\_

2. Proposed Product Substitution:  
a. Brand Name: \_\_\_\_\_  
b. Model/Catalog No.: \_\_\_\_\_  
c. Manufacturer: \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address) (Zip) (Telephone)  
d. Nearest Distributor: \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address) (Zip) (Telephone)  
e. Substitute Product Meets the Following Standards:  
ANSI \_\_\_\_\_ F.S. \_\_\_\_\_ ASTM \_\_\_\_\_  
Others: \_\_\_\_\_  
and is superior to the above in the following ways:

f. Substitute product substitution will require the following changes in the work:

1) Space requirements:  
\_\_\_\_\_

2) Dimensions on drawings:  
\_\_\_\_\_

# Section 01642

## Post Award Substitution Request Form

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- 3) Adjacent work:  
\_\_\_\_\_
- 4) Installation procedures:  
\_\_\_\_\_
- 5) LEED or Low Impact Development criteria:  
\_\_\_\_\_

g. Substitute product substitution differs from specified product in the following way:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Supporting Data:  
The following laboratory tests, performance and test data, certifications, guarantees/warranties, and other supporting technical data are attached.

4. Guarantees:  
Manufacturer's guarantees of the proposed and specified item are:  
 Same     Different (explain on attachment)

5. Certification:  
The undersigned certifies that the proposed product is equal or superior in all respects to product specified.

6. Submitted by:  
Firm: \_\_\_\_\_ (Address)  
\_\_\_\_\_ (Zip)    \_\_\_\_\_ (Telephone)  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please type or print)  
Signature: \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

# Section 01650

## Abbreviations of Industry Standards and Organization

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### PART 1 – GENERAL

#### 1.1 Description

- A. This section lists many of the trade associations and general standards which may be referenced in the specifications, along with abbreviations commonly used for those references. This section also specifies certain general requirements for the work in relation to standards, trade associations, and their published recommendations.

#### 1.2 Standards

A. General Applicability:

1. Material or operations that are specified by reference to published standards shall comply with the requirements of the current standard listed. In case of a conflict between the referenced standard and the project specifications, the project specifications shall govern.
2. Except to the extent more explicit or more stringent requirements are written directly into the contract documents or are required by governing regulations, applicable standards of the construction industry have the same force and effect for the work (and are made a part of the contract documents by reference) as if copies directly into the contract documents, or as if published copies were bound herewith.
3. Refer to individual sections of specifications for other names and abbreviations of trade associations and standards applicable to specific portions of the work that may be listed herein.

- B. Referenced Standards: Industry standards which are referenced in the contract documents have precedence over non-referenced standards which are, nevertheless, seen to be intended by their producers for application to work similar to that required for this project.

- C. Non-Referenced Standards: Industry standards which are not specifically referenced in the contract documents for applicability to the work, including standards produced by those associations and agencies listed in this section (but not referenced elsewhere), are applicable as a general measurement of whether the performed work complies with recognized standards of the construction industry.

- D. Publication Dates: In each instance, comply with the standard or trade association publications which were in effect at the date of the contract documents, except where specifically indicated to comply with a publication of another date. References in the specifications have generally omitted the date indicator which frequently accompanies the identification number for the standards and publications indicated. Submit requests for approval of standards or publications of a different date. Substantial changes in the work which result from approval of standards or publications of a different date shall be processed as change orders in conjunction with such approval, at no change in price.

- E. Copies of Standards: In connection with the requirements (specified elsewhere in the contract documents) that each entity performing the work be expert in the portion of work being performed, each such entity is hereby also required to be familiar with recognized industry standards applicable to that portion of work. In general, copies of applicable standards have not been bound with the contract documents. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source. Although certain copies needed for enforcement of the requirements may be specified as required submittals, the Owners Representative reserves the right to require the Contractor to submit copies of additional applicable standards as needed for enforcement of the requirements.

# Section 01650

## Abbreviations of Industry Standards and Organization

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### 1.3 Abbreviations

- A. The following abbreviations are of recognized authorities and organizations who publish standards that may be referred to in these specifications. Both the names and addresses are subject to change; they are believed to be, but are not assured to be, accurate and up-to-date as of the date of the contract documents.

|       |   |
|-------|---|
| ACI   | American Concrete Institute<br>Box 19150; Reford Station<br>Detroit, MI 48219   |
| AISC  | American Institute of Steel Construction<br>400 North Michigan Avenue; Eighth Floor<br>Chicago, IL 60611                                |
| ANSI  | American National Standards Institute<br>1430 Broadway<br>New York, NY 10018  |
| ASME  | American Society of Mechanical Engineers<br>345 East 47th Street<br>New York, NY 10017  |
| ASTM  | American Society for Testing and Materials<br>1916 Race Street; Philadelphia, PA 19103  |
| AWS   | American Welding Society<br>550 LeJeune Road, N.W.<br>Miami, FL 33135   |
| AWWA  | American Water Works Association<br>6666 West Quincy Avenue<br>Denver, CO 80235   |
| CRSI  | Concrete Reinforcing Steel Institute<br>933 Plum Grove Road<br>Schaumburg, IL 60195   |
| FM    | Factory Mutual Engineering Corporation<br>1151 Providence; Norwood, MA 02062  |
| FS    | Federal Specification of General Services Administration<br>Supt. of Documents, US Government Printing Office<br>Washington, D.C. 20402 |
| ICBO  | International Conference of Building Officials<br>5360 S. Workman Mill Road; Whittier, CA 90601   |
| IEEE  | Institute of Electrical and Electronics Engineers<br>345 East 47th Street<br>New York, NY 10017   |
| NAAMM | The National Assoc. of Architectural Metal Manufacturers<br>100 S. Mario Street, Oak Park, IL 60302                                     |

# Section 01650

## Abbreviations of Industry Standards and Organization

---



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|        |   |
|--------|---|
| NEMA   | National Electrical Manufacturers' Association<br>2101 'L' Street, N.W.<br>Washington, DC 20037   |
| NFPA   | National Fire Protection Association<br>470 Atlantic Avenue, Boston, MA 02210   |
| NRCA   | National Roofing Contractors Association<br>1515 N. Harlem Avenue; Oak Park, IL 60302   |
| OSHA   | Occupational Safety and Health Administration<br>(U.S. Department of Labor)<br>Government Printing Office; Washington D.C. 20402            |
| PCA    | Portland Cement Association<br>5420 Old Orchard Road<br>Skokie, IL 60077  |
| SMACNA | Sheet Metal and Air Conditioning Contractors'<br>National Association, Inc.<br>8224 Old Courthouse Road, Tysons Corner;<br>Vienna, VA 22180 |
| SSPC   | Steel Structures Painting Council<br>4400 Fifth Avenue<br>Pittsburgh, PA 15213  |
| UBC    | Uniform Building Code (Published by ICBO)   |
| UL     | Underwriters Laboratories, Inc.<br>207 East Ohio Street; Chicago, IL 60611  |

**PART 2 – PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**PART 4 - PAYMENT (Not Used)**

\*\*\* END OF SECTION \*\*\*

# Section 01670

## Testing, Startup and Operation

---

### PART 1 GENERAL

#### 1.1 Related Requirement Specified Elsewhere

- A. Construction Facilities and Temporary Controls: Section 01500
- B. Contract Closeout: Section 01700
- C. Operation and Maintenance Data: Section 01730
- D. Equipment: Romtec Specifications
- E. Mechanical: Romtec Specifications
- F. Electrical: Division 26

#### 1.2 Responsibility

- A. Testing, startup and operation shall not be cause for claims for delay by the Contractor and all expenses accruing there from, shall be deemed to be incidental to the Contract.
- B. The Contractor shall provide all materials, supplies and labor necessary to efficiently complete the testing, startup and operation.
- C. All power and utility bills shall be paid by the Contractor up to and including the day of final acceptance of the Contract by Metro. If not paid, these charges shall be treated as claims against the Contractor.
- D. If Metro chooses to commence operations prior to final acceptance, Metro will assume payment of all power and utility charges effective the day that operation is assumed by Metro and notice is given in writing.

#### 1.3 Schedule

- A. Placing all applicable phases of the project in service shall consist of three parts: testing, start up and operations.
- B. Not less than thirty (30) days before anticipated time for beginning the testing, the Contractor will submit to the Owner's Representative for approval, a complete plan for:
  - 1. Schedules for tests.
  - 2. Detail schedules of procedures for startup.
  - 3. Complete schedule of events to be accomplished during startup.
  - 4. Schedule operator and maintenance personnel training as specified.
  - 5. An outline of work remaining under the Contract that will be carried out concurrently with the operation phases.

#### 1.4 Testing

- A. Testing shall consist of individual tests and checks made on equipment intended to provide proof of performance of units and proper operation of unit controls together with such necessary tests whether or not described elsewhere in these Specifications to assure proper alignment, size, condition, capability, strength, proper adjust, lubrication, pressure, hydraulic tests, leakage tests and all other checks deemed necessary by the Owner's Representative to determine that all materials and equipment are of specified quality, properly situated, anchored and in all respects ready for use.

- B. All gravity pipe and pressure piping shall be tested as required by these specifications and applicable codes.
- C. Tests on individual items of equipment, pipelines, vessels, structures, tanks, controls and other items shall be as described in various sections describing such items.
- D. Testing will be done by the Contractor in the presence of an Inspector designated by the Owner's Representative. Records of all official tests will be made by the Inspector.
- E. During tests, the Contractor shall correct any defective work discovered or that is not in first class operating condition.

#### 1.5 Startup

- A. Startup shall consist of testing by a simulated operation, all operational equipment and controls. The purpose of these tests shall be to check that all equipment will function under operating conditions, that all interlocking controls and sequences are properly set and that the facility will function as an operating unit.
- B. Checks for leakage of tanks, piping, valves, gates and all other systems and structures will be made.
- C. The startup shall not begin until all tests required by these Specifications have been completed and approved by the Owner's Representative.

#### 1.6 Operation

- A. Operation of the facility shall be immediately started after completion of testing and startup and after satisfactory repairs and adjustments have been made. The Contractor, however, will be responsible that all details required by the Contract shall remain in good order until final acceptance of the whole Contract.
- B. The facility will be operated and maintained by personnel placed on the project by Owner who will perform all duties and operate all equipment.
- C. Taking possession and use of the equipment shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
- D. If such prior use increases or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Owner's representative may determine.

### **PART 2 PRODUCTS (Not Used)**

### **PART 3 EXECUTION (Not Used)**

### **PART 4 – PAYMENTS**

#### 4.1 Lump Sum Bid and Unit Prices

- A. Payment for work in this section will be included as part of the lump sum base bid, add alternates or the unit price bid amounts stated in the Schedule of Bid Prices.

**\*\*\* END OF SECTION \*\*\***

# Section 01700

## Contract Closeout

### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
  - 1. Final adjusting and cleaning.
  - 2. Project record documents.
  - 3. Closeout manuals.
  - 4. Instructions for operation and maintenance.
  - 5. Closeout submittals.
- B. Definitions:
  - 1. The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover or insurances. Closeout requirements relate to both final completion and substantial completion of work. Specific requirements in other sections have precedence over general requirements of this section.
- C. Requirements:
  - 1. Coordinate with Section 00700, General Conditions, Article 9 – Payments and Completion.

#### 1.2 Related Requirements Specified Elsewhere

- A. Adjusted Payments for Delay: Article 3 General Conditions
- B. Payments: Article 9 General Conditions
- C. Certification and Final Payment: Article 9 General Condition
- D. Coordination and Site Conditions: Section 01040
- E. Project Record Documents: Section 01720
- F. Operation and Maintenance Data: Section 01730

#### 1.3 Substantial Completion

- A. Contractor
  - 1. After installation of all improvements, testing and startup, submit written certification to Owner that Project or designated portion of Project is substantially complete.
  - 2. Submit punch list of items to be completed or corrected.
- B. The Owner's representative will make an inspection after receipt of Contractor's certification.
- C. If it appears to the Owner's representative that work is substantially complete:
  - 1. The Owner's representative may request of and Contractor shall prepare and submit to the Owner's representative, a list of items to be completed or corrected as determined by the inspection.
  - 2. If the Owner's representative then considers the work to be substantially complete, the Owner's representative may issue a Certificate of Substantial Completion, with appropriate conditions, accompanied by a list of the items to be completed and corrected, as verified and amended by Owner's representative. Omission of any item from the list shall not relieve Contractor from responsibility to complete all the work in accordance with the Contract.

3. Owner occupancy of Project or designated portion of Project:
    - a. Owner may use all or part of the work within the time designated in the Certificate of Substantial Completion, upon notice to the insurance company or companies as provided in Article 9 of the General Conditions.
  4. Contractor shall complete all the work within the time designated in the Certificate, or if not so designated within a reasonable time.
- D. Should the Owner's representative consider that work is not substantially complete:
1. Owner's representative shall notify Contractor, in writing stating reasons and list of items.
  2. Contractor shall complete work and send second written notice to the Owner's representative certifying that Project or designated portion of Project is substantially complete.
- E. Warranties: Under Article 7 of the General Conditions guarantee and warranty periods begin with the date of final acceptance. However, in connection with any specific equipment certified by the Engineer as completed and its use or operation thereof for its intended purpose is assumed by Metro, the warranty period for such equipment shall begin with the beginning date of such use or operation.
- F. Prerequisites:
1. Comply with General Conditions and complete the following before requesting Owner's Representative's inspection of the work, or designated portion thereof, for substantial completion.
    - a. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.
    - b. Submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items.
    - c. Complete instruction of Owner's operating personnel, and start-up of systems.
    - d. Complete final cleaning, and remove temporary facilities and tools.

#### 1.4 Final Adjusting and Cleaning

- A. Final Adjusting of Operating Products:
  1. Adjust operating products, equipment, and systems for smooth, efficient, and quiet operation.
- B. Final Cleaning of Interior Exposed Surfaces:
  1. Execute final cleaning prior to final inspection.
  2. Remove grease, dust, dirt, stains, manufacturer's labels, and fingerprints, from exposed surfaces.
  3. Vacuum clean interior carpet, wood, fiber, and fabric surfaces.
4. Vacuum and mop wash interior concrete, resilient floor covering, and tile surfaces.
- C. Final Cleaning of Exterior Surfaces:
  1. Remove debris from roofs, gutters, scuppers, downspouts, and drain sumps and catch basins.
  2. Wash clean gutters, downspouts, drain sumps, trash receptacles, signage, fences, siding, soffits, window and door assemblies, walls, columns, trim, railings and sheet metal.
  3. Wash and wipe dry exterior glazing.
  4. Broom clean asphaltic concrete and portland cement concrete pavements stone, brick, and paver surfaces.
  5. Rake clean exterior landscape areas.
  5. Rake smooth all gravel trail surfaces.
  6. Wash and broom clean pedestrian bridge and boardwalk surfaces.
  7. Remove waste and surplus material from the site as required by the Owner's Representative.
  8. Remove construction facilities and temporary controls as required in Section 01500.
- C. Final Cleaning of Equipment, Systems, and Interior Surfaces:

# Section 01700

## Contract Closeout



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1. Vacuum clean the heating, ventilating, and cooling ducts, blowers, coils, fixtures, equipment, piping, and grilles.
2. Clean the photovoltaic arrays per manufacturer's recommendations.
3. Flush water systems and disinfect domestic water lines.
4. Sanitize plumbing fixtures and equipment.
5. Clean light fixture reflectors, louvers, and lenses.
6. At final closeout time, clean or reclean entire work area so that space is ready for occupancy with no additional cleaning required. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom-clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned-out/dimmed lamps, and sweep and wash paved areas.

### 1.5 Final Inspection

- A. Contractor shall submit written certification that:
  1. Contract Documents have been reviewed.
  2. Work has been completed in accordance with Contract Documents.
  3. Equipment and systems have been tested in presence of the Owner's representative and are operational.
  4. Project is completed, and ready for final inspection.
- B. The Owner's representative will make final inspection within a reasonable time after receipt of certification.
- C. Should the Owner's representative consider that work is complete in accordance with requirements of Contract Documents, the Owner's representative shall request Contractor to make project closeout submittals.
- D. Should the Owner's representative consider that work is not complete:
  1. Owner's representative shall notify Contractor, in writing, stating reasons.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Owner's representative certifying that work is complete.
  3. Owner's representative will reinspect work.

### 1.6 Closeout Submittals

- A. Spare Parts and Maintenance Materials:
  1. Schedule delivery of maintenance materials with Owner's Representative 5 days prior to delivery of maintenance materials.
  2. Label packages and deliver spare parts and maintenance materials to Owner's storage areas.
  3. Submit quantity specified in each Specification Section.
  4. Deliver transmittal letter to Owner's Representative to indicate quantity of materials delivered, and date and location of delivery.
- B. Closeout Manual Table of Contents:
  1. Submit one copy of proposed table of contents for a Closeout Manual within 30 days after start of Work.
  2. Owner's Representative will review proposed table of contents and return submittal with corrections within 10 days.

- C. Closeout Manual:
  - 1. Submit one copy of Project Closeout Manual prior to Substantial Completion.
  - 2. Owner's Representative will return the Project Closeout Manual after final inspection, with required corrections noted.
  - 3. Submit two corrected copies of the Project Closeout Manual within 7 days after receiving corrections from Owner's Representative.
- D. Keys:
  - 1. Submit keys to Owner's Representative in quantities and methods as specified.
- E. Certificates:
  - 1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete and ready for inspection by Owner's Representative.
  - 2. Submit Certificates of Inspection to the Owner's Representative at Substantial Completion of Work.
- F. Project Record Documents: To requirements of Section 01720.
  - 1. Submit one copy of corrected Project Record Documents including Drawings and Project Manual prior to Final Completion.
  - 2. Submit Project Record Documents to Owner's Representative with final Application for Payment.
- G. Guarantees and bonds required by these specifications: See Article 7 of General Conditions and specific equipment or material specifications.
- H. At the close of the Contract Contractor shall:
  - 1. Remove all electrical, sanitary, gas, telephone, water, offices and any other temporary service equipment that may remain.
  - 2. Arrange for transfer of electrical, water and other applicable utility accounts to Owner's name.
- I. Deliver evidence of compliance with requirements of governing authorities (where applicable).

1.7 Closeout Manuals

- A. Preparation Procedures:
  - 1. Prepare two copies of Project Closeout Manuals in 8-1/2 by 11 inch documents in durable 3-ring binders with indexed tabs.
  - 2. Divide Project Closeout Manuals with separate binders or tabbed dividers into six Parts as indicated in Paragraphs B through G below.
  - 3. Apply printed title on front cover and edge of each Binder.
  - 4. Organize and subdivide binder contents with tab titling of each Part clearly printed under plastic tabs.
  - 5. Prepare a Table of Contents for each binder, with location of each entry identified.
- B. Part 1, Contractor List:
  - 1. After Part 1 tabbed divider, indicate names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment and systems suppliers.
- C. Part 2, Finishes List:
  - 1. After Part 2 tabbed divider indicate list of finishes with name, address, and phone number of finish manufacturers and installers.
  - 2. Include list of finishes with product name, product number, color number, and method of application.
  - 3. Include product data sheets for each finish and instructions for care and maintenance of finishes.
- D. Part 3, Operation and Maintenance Data:

# Section 01700

## Contract Closeout

1. After Part 3 tabbed divider indicate name, address, and phone number of equipment and system manufacturers, installers, and local source for replacement parts.
  2. Include manufacturer's product data on equipment with selected equipment options and accessories clearly identified.
  3. Include operating characteristics, performance data, operation and maintenance instructions, catalog numbers, and replaceable parts lists.
  4. Include instructions and procedures for mechanical system start-up, break-in, summer and winter operating, stopping, shut down, emergency, and maintenance.
  5. Include equipment control and wiring diagrams, operating sequence, as-installed color coded piping diagrams, valve charts with valve tag numbers and valve functions.
  6. Include panel board circuit directories, color coded wiring diagrams, color coded duct and damper layouts with air flow ratings and fan sizes.
  7. Include copy of testing and balancing report on mechanical systems.
  8. Include product information regarding maintenance and reapplication of joint sealers and floor finishes.
- E. Part 4, Warranties and Bonds:
1. After Part 4 tabbed divider insert executed duplicate notarized copies of manufacturer's warranties for each product where a warranty is required in Specifications.
  2. Include installer's guarantee for each finish or system where an installers guarantee is required in the Specifications.
  3. Include an insured bond for each system where a bond is required in the Specifications.
- F. Part 5, Spare Parts and Maintenance Materials List:
1. After Part 5 tabbed divider insert a list of spare parts and maintenance materials.
  2. Indicate product description and paragraph in Project Manual listing each spare part and maintenance material.
  3. Include copy of transmittal letters which indicate date and location of deliveries to Owner's storage area.
- G. Part 6, Submittal Documents:
1. After Part 6 tabbed divider insert product data sheets for products other than finishes, equipment and systems included above.
  2. Include shop drawings, design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, testing, adjusting, and balancing reports and keying schedule.
- 1.8 Final Adjustment of Accounts
- A. Submit final statement of accounting to the Owner's Representative.
- B. Statement shall reflect all uncompleted adjustments
1. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Cash Allowances
    - c. Unit Prices.
    - d. Other Adjustments.
    - e. Deductions for Liquidated Damages.
  2. Unadjusted sum remaining due.

1.9 Final Application for Payment

- A. Contractor shall submit final application for payment in accordance with requirements of General Conditions and shall reflect the final adjustment of accounts in Paragraph 1.6.

1.10 Final Certificate for Payment

- A. The Owner's Representative will issue Final Certificate in accordance with provisions of General Conditions.
- B. Should final completion be materially delayed through no fault of Contractor, the Owner's Representative may issue a Final Certificate for Payment, in accordance with provisions of General Conditions and existing laws.

1.11 Post Construction Inspection

- A. Prior to expiration of one year from Date of Substantial Completion or Final Acceptance, the Owner's Representative may make visual inspection of Project in company with the Contractor to determine whether correction of work is required, in accordance with warranty/guarantee provisions of General Conditions.
- B. For guarantees beyond one year, the Owner's Representative will make inspections at request of the Owner, after notification to Contractor.
- C. The Owner's Representative will promptly notify Contractor, in writing, of any observed deficiencies.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**PART 4 – PAYMENTS**

4.1 Lump Sum and Unit Price Bids

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

**\* \* \* END OF SECTION \* \* \***

# Section 01720

## Project Records



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### **PART 1 GENERAL**

#### 1.1 Summary

- A. Section Includes:
  - 1. Maintenance of Record Documents.
  - 2. Recording.
  - 3. Submittals.
- B. Definitions:
  - 1. The provisions of this section apply primarily to the recording and documentation of changes to the contract, the site improvements and operational data.
- C. Requirements:
  - 1. Coordinate with Section 00700, General Conditions, Article 9 – Payments and Completion.

#### 1.2 Related Requirements Specified Elsewhere

- A. Closeout Submittals: Article 9 General Conditions and Section 01700.
- B. Coordination and Site Conditions: Section 01040
- C. Operation and Maintenance Data: Section 01730

#### 1.3 Maintenance of Record Documents

- A. Contractor shall maintain at job site, one record copy of:
  - 1. Contract Drawings.
  - 2. Project Specifications.
  - 3. Addenda.
  - 4. Reviewed Shop Drawings.
  - 5. Change Orders.
  - 6. Other Modifications to Contract.
  - 7. Field Test Records.
  - 8. Operational and Maintenance Data Delivered with Mechanical and Electrical Equipment.
  - 9. Certified Weight Tickets
- B. Store record documents apart from working documents used for construction.
- C. Provide files and shelves for storage of record documents.
- D. Maintain record documents in clean, dry, legible condition.
- E. Do not use record documents for daily construction purposes.
- F. Make record documents available at all times for inspection by the Owner's Representative.

#### 1.3 Recording

- A. Do not permanently conceal any work until required information has been recorded.
- B. Keep record documents current.

- C. Contract Drawings: Legibly mark to record actual construction:
  - 1. Horizontal and vertical location of underground utilities and appurtenances and references to permanent surface improvements.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by Change Order.
  - 4. Details not on original Contract Drawings.
  
- D. Specifications and Addenda: Legibly mark up each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Change Order.
  - 3. Other matters not originally specified.
  
- E. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

1.4 Submittal

- A. At completion of project, deliver complete set of all record documents to the Owner's Representative.
  
- B. Accompany submittal with transmittal letter signed by Contractor or their authorized site representative.

**PART 2 PRODUCTS**  
Not Used

**PART 3 EXECUTION**  
Not Used

**PART 4 – PAYMENTS**

4.1 Lump Sum and Unit Price Bids

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

**\* \* \* END OF SECTION \* \* \***

# Section 01730

## Operation and Maintenance Data

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### PART 1 GENERAL

#### 1.1 Summary

- A. Section Includes:
  - 1. Requirements.
  - 2. Manual Assembly
  - 3. Maintenance Schedule

#### 1.2 Related Requirements Specified Elsewhere

- A. Testing, Startup and Operation: Section 01650
- B. Submittals: Section 01330
- C. Contract Closeout: Section 01700
- D. Material and Equipment Specified: All Divisions

#### 1.3 Requirements

- A. Coordinate with Section 00700, General Conditions, Article 9 – Payments and Completion.
- B. The Contractor shall submit to the Owner's Representative two copies of draft operations and maintenance manuals for each major piece of equipment and system component at least 30 days prior to scheduled testing and at least 30 days prior to submitting written notice of substantial completion.
- C. The Owner's Representative will review and return one copy with comments. If corrections are required, the Contractor will make corrections and resubmit one corrected copy plus corrected pages for the copy in the Owner's Representative's possession.
- D. Upon approval, the Contractor will furnish six (6) copies of the Operations and Maintenance Manuals. Complete approval of all required manuals will be a condition for final completion and payment.
- E. The Operations and Maintenance Manuals will include as a minimum the following:
  - 1. Table of Contents.
  - 2. System Description and Functions of Individual Items of Equipment.
  - 3. As Built Layout. Include locations of all elements and wiring diagram of control circuits.
  - 4. Operations and Maintenance Instructions for each major item of equipment. These instructions will clearly identify the equipment actually provided and information pertaining to other models or variations will be lined out. The instructions will include information on:
    - a. Operating conditions
    - b. Installation instructions
    - c. Startup procedures
    - d. Shut down procedures
    - e. Maintenance instructions
    - f. Trouble shooting procedures.
  - 5. Maintenance Schedules - Cross reference these schedules to specific paragraphs in the O&M Instructions.
  - 6. Spare Parts and lubricants lists
  - 7. Warranties

- F. Specific requirements for the Electrical Operations and Maintenance Manual are included in Division 16.

1.4 Manual Assembly

- A. Data shall be bound in first quality, heavy, permanent 3-ring type binders.
- B. Manuals shall be assembled and indexed so that information on any piece of equipment can be readily found.

1.5 Maintenance Schedule

- A. Maintenance schedules for each item of equipment will include a "summary of maintenance" substantially in the format as attached:

(Typical Maintenance Summary Form attached)

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**PART 4 – PAYMENTS**

4.1 Lump Sum and Unit Price Bids

- A. Payment for work in this section will be included as part of the lump sum and unit price bid amounts stated in the Proposal.

# Section 01730 Operation and Maintenance Data

## TYPICAL MAINTENANCE SUMMARY FORM

1. EQUIPMENT ITEM
2. MANUFACTURER
3. EQUIPMENT IDENTIFICATION NUMBER(S)
4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS)
5. NAMEPLATE DATA (voltage, speed, etc.)
6. MANUFACTURER'S LOCAL REPRESENTATIVE  
Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address \_\_\_\_\_

7. MAINTENANCE REQUIREMENTS

| Maintenance Operation  | Frequency  | Lubricant<br>(If Applicable)                | Comments |
|--|--|---|----------|
| List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. | List required frequency of each maintenance operation. | Refer by symbol to lubricant list required. |          |

8. SPARE PARTS. Include your recommendations regarding what spare parts, if any, should be kept on the job.

**\*\*\* END OF SECTION \*\*\***