



RFP #2425-01

Request for Proposal

Baker County Building Painting

(Exterior)

1120 S Bridge St

Baker City, OR 97814

SPC: Daniel McQuisten

Facilities Director

Baker County

1995 Third St

Baker City, OR 97814

Date Issued: July 24, 2024

Due Date: August 21st, 2024, 2pm PST

RFP #2425-01

Baker County Building Painting – Exterior

Request For Proposal

Notice is hereby given that Baker County will be accepting proposals for the Exterior Painting of the owned buildings located at 1120 S Bridge St. Baker City OR as specified in this RFP document.

General

Purpose: Baker County seeks the services of a qualified (licensed and certified) painter to complete the exterior painting of Building 1 and Building 2 at the above location. This is to include all labor, materials, and equipment required to complete: (presumed) lead paint abatement, surface preparation, masking, and application of primer and paint. Please refer to specifications in scope of work attached to this RFP.

Background

Building 1 is a wood framed structure constructed in 1940. It has wood tongue and groove siding, open soffits, and two gable ends. Most windows are newer vinyl with wood trim. There are a few older single panel – wood sash windows. Most roll up bay doors are replaced with newer fiberglass, but 4 older wood doors remain.

Building 2 is a CMU block building constructed in 1970. It has single pane metal frame windows. The roll up bay doors are wood.

Neither building has been painted in the last 30 years. Power and water is available on site.

Key Dates

Public Notice/RFP Issued

Proposals are **due** at the Facilities Department office or email box for time and date recording on or **before 2:00 pm PST on Wednesday, August 21st, 2024.**

Site visit Period: Site walks can be scheduled individually from July 31 – August 14th, 2024

Contract Review Board Approval September 4th, 2024.

Notice to Proceed

Requirements

Respondents must maintain all required Oregon license and certification requirements for the trade(s) they are representing through completion of the project and warranty period. This

includes Insurances (General Liability and Automotive), Bonds, and Worker's policies. Submit proof of coverage(s)

submit a copy of your business's W-9 with your proposal.

A performance bond will be required for the successful bidder of this project and must equal 100% of the proposed cost.

Completed Contractor Qualification Statement

Pricing

Pricing should be presented as a lump sum per building and include all costs for labor, materials, and equipment necessary to clean, prep, prime and paint all exterior surfaces of each building. List any exclusions associated with each building.

Project Schedule

A proposed schedule will be required by the awarded contractor. Please submit estimated starting date and substantial completion date with proposal

Expectations/Assumptions

All work will be completed to industry standard specifications in a professional workman like manner complying with all applicable regulatory and professional standards.

Final Acceptance

Final acceptance of proposals is up to the Contract Review Board of Baker County. The Contract Review Board reserves the right to reject any and all proposals, to waive any informality therein, and accept the proposal that in its opinion is in the best interest of the Board and the County of Baker, State of Oregon.

Submittal Instructions

All Proposals must be received with time and date recorded and verified the Facilities Department by the above due date and time. Sole responsibility rests with the offeror to see that their Proposal is received.

Submission Location in Person or US Mail:

Baker County Facilities Dept.
1995 3rd St
Baker City OR 97814

Electronic Submissions:

Electronic Submissions will be accepted by deadline at:
dmcquisten@bakercounty.org

Submission Questions

Daniel McQuisten

Facilities Director

541-523-6416 Office

541-519-4595 Cell

dmcquisten@bakercounty.org

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Baker County Building Painting – Exterior

Contractors Qualification Statement

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

Submitted to: Baker County Facilities

1995 3rd St

Baker City OR 97814

Submitted by: _____

For: (Company) _____

Address: _____

Organizational Structure and years in business: _____

State of Oregon Certifications/Licenses: _____

Experience:

Type of work your organization normally performs with its employees: _____

List key individuals with their experience and length of service (include attachments as needed):

Provide at least one trade Reference with contact information: _____

Provide at least three project references with contact information (include attachments as needed): _____

By Signing I certify that I am authorized to bid on my company's behalf.

Signature of Authorized Representative

Date

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Baker County Building Painting – Exterior

Scope of work

General Specifications

1. It is the intention of these specifications to have all existing exterior painted surfaces repainted.
2. Contractors shall furnish all labor, materials, tools, and equipment necessary for a complete job. The work consists of all preparation, caulking, painting and finishing of exterior surfaces of the building.
3. All paint shall be applied to the manufacturer's recommended mil thickness per coat. Minimum of two (2) coats
4. Painting may be done using either paint sprayer or brushes. Rollers may be utilized on CMU block for back rolling
5. All articles affixed to buildings, such as signage and light fixtures removed by the contractor, shall be replaced after completion of that area.
6. Color shall be selected and approved by Baker County Facilities Director
7. All paints and materials shall be first line, brand name and approved by Baker County before work is started. It is anticipated that this paint job will utilize a two (2), color paint scheme.
8. The Contractor shall provide Baker County the remainder of the open paint. In addition, the Contractor shall provide one (1) gallon of each paint applied. The paint will be in new unopened containers, identified by brand, color, and formula for future use.
9. The Contractor shall provide Baker County a listing of all paint and substantial preparation products used including manufacturer's warranty, MSDS sheet, and product specification sheets.
10. The Contractor will follow all the product manufacturer's requirements for installation and/or application.
11. The Contractor will ensure that all loose, checked or flaking paint is removed from all surfaces to be painted. All chips and flakes will be captured and cleaned up daily following lead paint protocols.
12. The Contractor will ensure that all cracks, open joints, splits, etc., are properly filled or caulked using an appropriate material.
13. The Contractor will ensure that all window glazing is repaired in areas to be painted.
14. The Contractor will ensure any unpainted surfaces are properly protected.
15. The Contractor will ensure that prior to painting, all surfaces are cleaned, primed, and prepared in such a manner to facilitate the best possible adhesion, durability, and longevity of the new paint.
16. The Contractor will ensure that any surface requiring priming are properly primed before painting, using a primer suited to both the material and the type of paint being used.
17. The Contractor will ensure that all painting is done only when the surfaces to be painted are clean, dry, and no precipitation is expected before the application will be dry, and when the temperature is at least 50F.
18. The Contractor will be responsible for properly maintaining the work site, for storing materials in a safe and secure manner, for removal and disposal of all debris.

19. Normal hours of operation are 7:00 am to 5:00 pm, Monday through Friday. Weekend work will only be allowed with permission from the Baker County Facilities Director.
20. The Contractor shall follow all applicable safety procedures and practices. OSHA regulations shall apply.
21. The Contractor shall follow all Lead Paint procedures and practices. DEQ regulations shall apply

EXHIBIT A

Standard General Conditions for

BAKER COUNTY

(Baker County herein referred to as Owner)

Section A

General Provisions

A.1 Scope of Work

A.1.1 The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidentals to, the completion of all work in connection with the Project described in the Contract Documents.

A.1.2 The Contractor shall perform other work necessary to render the Project complete.

A.2 Contract Documents

B.2.1 The Contract Documents consist of the Solicitation or Advertisement to provide a Bid, Proposal or Quotation, Instruction to "Bidders", Accepted Bid, Proposal or Quotation, the Contract and Amendments thereto, if any, additional specifications, any addenda issued prior to the bid/proposal/quotation submission due date, and approved change orders.

A.3 Interpretation of Documents

A.3.1 The Contract Documents are intended to be complementary; whatever is called for in one is interpreted to be called for in all; however, in the event

of conflict or discrepancies among the Contract Documents, interpretation will be based on the following priorities:

A.3.1.1 The Contract, and Amendments to the Contract, with those of later date having precedence over those of an earlier date;

A.3.1.2 The General Conditions of the Contract;

A.3.1.3 Specifications and accepted bid.

A.3.2 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner's Authorized Representative, in writing. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

A.3.3 Reference to standards, specifications, manuals or codes of any organization or association or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect in the jurisdiction where the Project is occurring, on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 Examination of Specifications and Site of Work

A.4.1 It is understood that the Contractor, before submitting a bid, has made a careful examination of the Contract Documents; has become fully informed as to the Work required; and has made a careful examination of the location and conditions of the Work to be performed.

A.4.2 The owner will in no case be responsible for any loss or for any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work.

A.4.3 No oral agreement or conversation with any officer, agent, or personnel of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

A.5 Employment Status/Retirement

A.5.1 Independent Contractor Status

The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner, as those terms are used in ORS 30.265.

A.5.2 Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System (PERS) and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these contract payments of Federal, Social Security, unemployment insurance, workers' compensation or PERS. Except as a self-employed individual.

A.5.3 Federal Government Employment Status

If payments under this Contract are to be charged against federal funds, Contractor certifies that the Federal Government does not currently employ it. This does not preclude the Contractor from holding another contract with the Federal Government.

A.5.4 State Government Employment Status

Contractor certifies he/she is not an employee of the State of Oregon or Baker County for purposes of performing the Work under this Contract.

Section B

Administration of Contract

B.1 Owners Administration of Contract

B.1.1 The Owner's Authorized Representative will provide

administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance

with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with

the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.

B.2 Contractor's Responsibility to Mitigate Impacts

B.2.1 The Contractor is responsible to mitigate any impacts to the Project, including authorized changes, which may affect cost, schedule or quality. The Contractor is responsible for the actions of all its personnel, laborers, and subcontractors on the Project.

B.3 Performance of Work

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

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expenses.

B.3.3 Work done shall be subject to inspection and/or observation by the Owner's Authorized Representative to determine if it conforms to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of its responsibility to complete the Work in accordance with the Contract Documents.

B.4 Permits

B.4.1 Contractor shall obtain and bear the expense for all necessary permits (except those stated to be obtained by the Owner) and licenses.

B.4.2 Contractor shall be responsible for all violations of the law, in connection with the Work performed.

B.4.3 Contractor shall give all requisite notices to public authorities.

B.5 Compliance with All Government Regulations

B.5.1 Contractor shall comply will all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

B.5.2.1 Contractor shall not discriminate against disadvantaged minority, women, or emerging small business enterprises in the awarding of subcontracts, as required by ORS 279.111.

B.5.2.2 Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation or this Contract, when performing the Work.

B.5.2.3 Failure to comply with any or all of the requirements in (a) and (b), above, shall be considered a breach of this Contract and constitute grounds for Contract termination.

B.5.2.4 Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.5.3 Pursuant to ORS 279.570 and ORS 279.590, owner expresses a preference for materials and supplies manufactured from recycled materials and recycled oil.

B.6 Superintendence

B.6.1 Contractor shall keep on the Project site, during the progress of the work, a competent superintendent and any necessary assistants, who shall represent the Contractor on the site and who shall be satisfactory to the Owner.

B.7 Inspection

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

B.7.2 When the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them party to the Contract and shall not interfere with the rights of the parties to the Contract. Instructions or orders of such parties shall be transmitted to the Contractor through the Owner's Authorized Representative.

B.8 Severability

B.8.1 If any provisions of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 Access to Records

B.9.1 Contractor shall keep a copy of the Contract Documents on the Project site or another location agreed by both parties.

B.9.2 The State of Oregon and its agents; the Federal Government and its duly authorized representatives and Baker County and its authorized representatives shall have access, for a period of not less than three (3) years after acceptance of the completed Work, to all books, documents, papers and records of contractor which are pertinent to the contract.

B.10 Waiver

B.10.1 Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 Assignment/Subcontract

B.11.1 Contractor shall not assign, sell or transfer rights of any nature whatsoever, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the Owner.

B.11.2 No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents.

B.11.3 Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 Successor in Interest

B.12.1 The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.13 Other Contracts

B.13.1 In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this contract. The Contractor

will fully cooperate with any and all other contractors without additional cost to the Owner.

B.14 Subcontractors

B.14.1 Contractor certifies that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractor's Board (CCB) in accordance with ORS 701.035 through 701.005 before subcontractors commence work under the Agreement.

B.15 Owners Right to do Work

B.15.1 Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.16 OTHER CONTRACTS

B.16.1 In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.15.

B.17 GOVERNING LAW

B.17.1 This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.18 LITIGATION

B.18.1 Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Baker County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY
CONSENTS TO THE INPERSONAM JURISDICTION OF THE COURTS
REFERENCED IN THIS SECTION B.18.

B.19 Allowances

B.19.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and unless otherwise stated in the Contract Documents:

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

B.20 Submittals, Shop Drawing and Product Data

B.20.1 The Contractor shall prepare and keep current, for the

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

(a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.20.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for

those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is

not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means,

methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.20.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.20.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.20.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data,

Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.20.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.20.7 In the event that Owner elects not to have the obligations and duties described under this Section performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.21 Substitutions

B.21.1 The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the

requirements of the bid documents. By making requests for

Substitutions, the Contractor represents that the Contractor

has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that

the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and

includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

Section C

Wages and Labor

C.1 Minimum Wage Rate

C.1.1 Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage.

C.2 Prompt Payment and Liability for Claims

C.2.1 Pursuant to ORS 279.312, the Contractor shall:

Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the completion of the Work provided for in this contract. Further, Contractor shall include the following provision in each subcontract for equipment or services:

A payment clause that obligates the Contractor to pay the subcontractors or material supplier for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Owner;

Pay all contributions or amounts due to State Industrial Accident fund and the State Unemployment Compensation Trust Fund from such Contractor and any and all subcontractors incurred in the performance of the Contract.

Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

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

Pursuant to ORS 279.314, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

All employers working under this Contract are subject employers, which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

C.3 Hours of Labor

C.3.1 Pursuant to ORS 279.316, no person shall be employed to perform work under this contract for more than ten (10) hours in any one day or forty (40)

hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, contractor shall pay the employee at least time and a half pay: for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279.334.

C.3.2 This section will not apply to Contractor's work under this Contractor if Contractor is currently a party to a collective bargaining agreement in effect with any labor organizations, as provided in ORS 279.334(3).

Section D

Schedule of Work

D.1 Contract Period

D.1.1 Time is of the essence for Contractor's performance of each material obligation under this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the Project site as agreed in writing upon Notice to Proceed, unless directed otherwise; and unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

D.1.2 The Owner shall not waive any rights under the contract by permitting the Contractor to continue or complete the Work or any part of it after the date contained in the Contract Documents.

D.1.3 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized

Representative, within two (2) working days. As a part of this notice, the Contractor shall provide an estimate of the probable effect of granting such additional time on the progress of the Work and Final Completion of the Project.

D.1.4 The Contractor warrants that it has the expertise, forces and equipment to complete the Work within the Contract Period. It further stipulates that its bid includes all overhead and profit for the entire Contract Project.

D.2 Schedule

D.2.1 Contractor shall provide, by or before construction commencement a detailed schedule for review and acceptance by the Owner.

D.3 Partial Occupancy or Use

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

Section E

Changes, Suspension and or Termination of the Work

E.1 Changes in the Work

E.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

E.1.2 Without impairing the contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to: additional work, elimination of any contract item, duration of Project, acceleration or delay in performance of Work.

E.1.3. No claims by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

E.1.4 All change order and extra Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

E.1.5 It is understood that changes in the Work are inherent to construction of this type. The Contractor is notified that changes may take place, and that there will be no compensation made to the Contractor directly related to or based solely on the number of changes.

E.2 Delays

E.2.1 Avoidable delays include delays which could have been avoided by exercise of care, prudence, foresight or diligence on the part of the Contractor or its subcontractors.

E.2.2 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the contractor or its subcontractors. Delays caused by Force Majeure, freight embargoes, and strikes, which occur despite the Contractor's reasonable efforts to avoid them, shall be considered unavoidable.

E.2.3 The Owner may grant a time extension for avoidable or unavoidable delays if the Owner deems it in the Owner's best interest to do so. Except as otherwise provided in ORS 279.062, a time extension for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner shall be compensable.

E.2.4 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor and adversely impacted the Project.

E.2.5 If the Contractor discovers site conditions that differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could be reasonably expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on the Section entitled "Changes in the Work." If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

Such claim shall be reviewed and acted upon by the Owner in accordance with the procedures described in the "Claim Review Process," outlined below.

E.3 Claim Review Process

E.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten (10) days from the date of the occurrence of the event, which gives rise to that claim or not more than ten (10) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall conclusively be deemed waived and shall not,

following such waiver, become a basis for, nor a part of, any further claim(s) against the Owner.

E.3.2 All claims shall be submitted in writing and include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and the specific time extension requested for the claim. If the claim involves Work to be completed by subcontractors, the Contractor will analyze and evaluate the merits of the subcontractor claim prior to presenting it and the Contractor's analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract or subcontractor claims presented by the Contractor which are not accompanied by the Contractor's good faith analysis and evaluation of the merits of each claim.

E.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: request additional supporting information from the Contractor; inform the Contractor and Owner in writing of the time required for adequate review and response; reject the claim in whole or in part and identify the reason for rejection; recommend approval of all or part of the claim; or propose an alternate resolution.

E.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) days after receiving the written documents supporting the claim.

E.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the

mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

E.3.6 Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties. Each party will pay its own costs, including attorney fees for the time and effort involved in the mediation. The cost of the mediator shall be split equally between the two (2) parties. Both parties agree to exercise their best good faith efforts to resolve all disputes in mediation. Participation in mediation is a mandatory requirement on both the Owner and the Contractor.

E.3.7 Regardless of the review period, the final decision of the Owner or the Owner's Authorized Representative, or the parties' resort to mediation, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

E.3.8 This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of law statutes, rules or doctrines. If the parties' best, good faith efforts during mediation fail to resolve all disputes, then any subsequent litigation on any unresolved dispute, claim, action, suit, or proceeding (collectively, "the claim") between the Owner, and the Contractor that arise from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Baker County for the State of Oregon. Provided, however, if the claim is one over which the federal courts have sole subject matter jurisdiction, then litigation on such claims shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the personal jurisdiction of all state and federal courts within the State of Oregon.

Section F

Correction of Work

F.1 Correction of Work Before Final Payment

F.1.1 Work failing to conform to the Contract Documents shall be deemed defective.

F.1.2 Contractor shall promptly remove from the Project site and premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not.

F.1.3 Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal and replacement.

F.2 Warranty Work

F.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work.

F.2.2 Unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of Substantial Completion, except for latent defects, which will be remedied by the Contractor at any time they become apparent.

F.2.3 The Owner shall give Contractor notice of defects with responsible promptness.

F.2.4 This section does not limit or negate guarantees for periods longer than one year required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

F.2.5 In addition to Contractor's warranty, manufacturers' warranties shall pass to the Owner and shall not begin to take effect until the date of Substantial Completion.

Section G

Payments

G.1 Application for Payment

G.1.1 Owner shall make payments on the Contract as Work progresses. The Owner's Authorized Representative shall approve all payments. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

G.1.2 Contractor shall submit to the Owner's Authorized Representative, monthly application for payments on or about the 25th day of the month for which Work has been performed.

G.1.3 Upon approval of the Contractor's application for payment, the Owner shall make payment to the Contractor within fifteen (15) calendar days.

G.1.4 The Owner reserves the right to withhold 5% retainage from the Contractor's application for payment for the purpose of ensuring faithful performance of the Contract.

G.1.5 The Owner reserves the right to withhold payment for Work which fails to conform to the Contract Documents.

G.2 Dual Payment

G.2.1 The Contractor shall not be compensated for Work performed under this Contract by any agency other than the agency which is described as the Owner of this Contract.

G.3 Final Payment

G.3.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that the Contractor has completed all Work under the contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final payment due the Contractor. If the work is not acceptable, Owner will notify Contractor within 15 days following receipt of Contractor's notice of completion and request for final payment. Upon approval of this final amount by the Owner, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due the Contractor, including all retainage held, under the provisions of these Contract Documents.

G.3.2 As a condition of Final Payment, Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modification to the Contract Documents, unless otherwise directed.

G.3.3 As a condition of Final Payment, the Contractor shall submit to the Owner's Authorized Representative an affidavit of Waiver of Lien and Claim, certifying that all subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, and all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kinds outstanding against the Project and that the Contractor shall defend, indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract.

G.4 Notices

G.4.1 The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials. Receipt of a certificate of occupancy does not, in and of itself, constitute Substantial Completion.

Section H

Job Site Conditions

H.1 Use of Premises

H.1.1 Contractor shall confine equipment, storage of materials and operation of work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative.

H.1.2 Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

H.2 Inspection

H.2.1 Owner's Authorized Representative shall have access to the Work at all times.

H.2.2 When the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them party to the Contract and shall not interfere with the rights of the parties to the Contract. Instructions or orders of such parties shall be transmitted to the Contractor through the Owner's Authorized Representative.

H.3 Protection of Workers, Property, Public and the Environment

H.3.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in

connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to

errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

H.3.2 Contractor is responsible for adjacent work areas, including impacts brought about by activities, equipment, labor, utilities and materials on the project site. Contractor shall, at all times, direct its activities as to minimize

adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

H.3.3 In an emergency affecting the safety of life or of the work or of adjoining property, Contractor, without special instructions or authorization for Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be equitably determined. Contractor will provide a written report of the emergency and action taken to the Owner's Authorized Representative at the earliest possible time after the emergency is abated.

H.4 Environmental Pollution

H.4.1 Unless disposition of environmental pollution is specifically a part of their Contract, Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substances" are those substances, materials or waste regulated in 40 CFR Sec. 261.3.

H.4.2 In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance has been discovered.

H.4.3 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents(except to

the extent otherwise voids under ORS 30.140) Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under other sections of these General Conditions, and Contractor shall take no action that would void or impair such coverages

H.4.3.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

H.4.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

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

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

(c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all General Conditions and applicable federal, state, or local statutes, rules or ordinances.

H.5 Cleaning Up

H.5.1 From time to time as may be ordered by the Owner, and, in any event, immediately after completion of the Work, Contractor shall, at Contractor's expense, clean up and remove all refuse and unused materials of any kind resulting from the Work.

H.5.2 If Contractor fails to do so within 24 hours after notification by the Owner, such clean up and removal may be done by others and the cost charged to Contractor and deducted from payment due Contractor.

H.6 Salvage/Recycle

H.6.1 Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective.

Section I **Indemnity, Bonding and Insurance**

I.1 Insurance

- I.1.1 Insurance carried by Contractor under this Contract shall be the primary coverage, and Owner's insurance is excess and solely for damages or losses for which Owner is responsible.
- I.1.2 Contractor shall obtain and maintain, at Contractor's expense, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided for under this Contract and product/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00. Each annual aggregate limit shall not be less than \$2,000,000.00 when applicable.
- I.1.3 Contractor shall show proof of and keep in effect during the term of this Contract, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00.
- I.1.4 Contractor, its subcontractors, if any, and all employees providing work, labor, or materials under this Contract, are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits not less than \$100,000.00 per accident. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.

- I.1.5 If any of the aforementioned liability insurance is arranged on a “claim made” basis, “tail” coverage will be required at the completion of this Contract for duration of 24 months or the maximum time period the Contractor’s insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of “tail” coverage as described or continuous “claim made” liability coverage for 24 months following contract completion. Continuous “claim made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).
- I.1.6 The liability insurance coverage required for performance of this Contract shall include Baker County as additional insured, but only with respect to the Contractor’s activities to be performed under this Contract.
- I.1.7 There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days’ written notice from the contractor or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to Baker County.
- I.1.8 As evidence of the insurance coverage required by this Contract, Contractor shall furnish Certificate(s) of Insurance to Owner prior to Owner issuing a Notice to Proceed.

Section J
Suspension and/or Termination of the Work

J.1 Owner’s Right to Suspend the Work

- J.1.1 The Owner and/or Owner’s Authorized Representative (have) the authority to suspend portions or all of the Work due to causes including, but not limited to:
 - a. Failure of the Contractor to correct unsafe conditions;
 - b. Failure of the Contractor to carry out any provisions of the Contract;
 - c. Failure of the Contractor to carry our orders;
 - d. Conditions, in the opinion of the Owner’s Authorized Representative, which are unsuitable for performing the Work;
 - e. Time required to investigate differing site conditions;
 - f. Any reason considered being in the public interests.

J.1.2 Contractor and Contractor's surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 Contractor's Responsibilities

J.2.1 During the period of suspension, Contractor is responsible to continue maintenance at the Project just as if the Work was in progress unless the Owner identifies a different level of maintenance. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is re-commenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 Termination

J.3.1 Contractor and Owner may agree to terminate the Contract if work under the contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regards to a labor dispute; and if the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work.

J.3.2 When a Contract, or any divisible portion thereof, is terminated pursuant to this section, Owner shall pay Contractor a reasonable amount of compensation for preparatory work completed, and for costs and expenses arising out of termination. Owner shall also pay for all Work completed, based on the Contract Price. Payment shall be calculated based on percent of Contract completed. No claim for loss of anticipated profits will be allowed.

J.3.3 Owner, after providing Contractor opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor and the Contractor's surety seven (7) days written notice, terminate the Contract under the conditions including, but no limited to those listed below:

- a. If Contractor should voluntarily or involuntarily seek protection under the United States Bankruptcy Code and its Debtor in Possession or Trustee for the estate fail to assume the Contract within a reasonable period of time;
- b. If Contractor should make a general assignment for the benefit of Contractor's creditors;
- c. If a receiver is appointed on account of Contractor's insolvency

- d. If Contractor repeatedly refuses to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to pursue the Work in timely manner;
- e. If Contractor repeatedly fails to make prompt payment to subcontractors or for materials or labor, or should disregard laws, ordinances, or the instructions of the Owner or its representative; or
- f. If Contractor is otherwise in material breach of any part of the Contract.

At any time that the above occurs, Owner may take possession of the Project site and premises and of all materials and finish the Work by whatever method Owner deems expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the Owner's cost of finishing the Work (the compensation for added managerial and administrative services), such excess shall be paid to Contractor. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall promptly pay the difference to the Owner.

- J.3.4 Owner may terminate the Contract in whole or part whenever Owner determines that termination of the Contract is in the best interest of the public. The Owner will provide Contractor and Contractor's surety, if any, seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of: the Project site and premises. In no circumstances shall Contractor be entitled to lost profits due to termination.

J.5 Action Upon Termination

- J.5.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontractors or orders to the extent they related to the Work terminated and, with the prior approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.5.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner, all Project documents, information, and other property that, if the Contract had been completed, would be required to furnish to the Owner.
- J.5.3 Upon termination, Contractor shall take any action necessary, or that the Owner may direct, for the protection and preservation of the Work and any

other property related to the Contract that is in the possession of Contractor and in which the Owner has any interest.

J.6 Responsibility for Completed Work

J.6.1 Termination of the Contract or a divisible portion thereof pursuant to this rule shall not relieve either the Contractor or its surety of liability for claims arising out of the Work performed.

J.7 Remedies Cumulative

J.7.1 The Owner may, at its discretion, avail itself of any or all right or remedies set forth in these rules, in the Contract, or available at law or in equity.

Section K **Contract Close Out**

K.1 Record Drawings, Manuals, and Other Documentation

K.1.1 As a condition of final payment Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, Record Documents of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.1.2 As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.2 Affidavit/Release of Liens and Claims

K.2.1 As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractor and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.3 Completion Notice

K.3.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4 Training

K.4.1 As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 Extra Materials

K.5.1 As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.6 Other Contractor Responsibilities

K.6.1 The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, parking pass and all other pertinent items.

Section L **Responsibility to Public**

L.1 Laws to be Observed

L.1.1 In compliance with ORS 279.318, the following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of this Contract:

FEDERAL AGENCIES:

Environmental Protection Agency

Health and Human Services, Department of

Labor, Department of Occupation, Safety and Health Administration

STATE AGENCIES

Environmental Quality, Department of

LOCAL AGENCIES

Baker City Council and Planning Commission

Baker County Board of Commissioners and Planning Commission

End of General Conditions

