Sandy Fire District #72
Seismic Upgrade and Remodel
Sandy, Oregon
Project #: 2150199.00

Project Manual – Volume One
Permit/Bid Set
June 30, 2016
SECTION 00 01 00

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PROCUREMENT AND CONTRACTING REQUIREMENTS

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INVITATION TO BID

Sandy Fire District #72 will receive sealed bids for the general construction of the seismic upgrade and remodel of their existing Main Fire Station located 17460 Bruns Ave in Sandy, Oregon according to the Drawings and Specifications prepared by Mackenzie.

There will be a non-mandatory pre-bid meeting on Tuesday, July 12th at 10am at the existing Sandy Fire District Annex Building, 17459 Bruns Ave in Sandy, Oregon.

Questions regarding the scope of work required may be addressed to Mackenzie, 1515 SE Water Avenue, Suite 100, Portland, OR 97293 (PO Box 14310, Portland, OR 97214). Contacts are Scott Moore and Jack Claros at 503-224-9560.

Sealed bids marked “FIRE STATION CONSTRUCTION BID” will be received by the District at the Fire Station.

Sandy Fire District #72
17460 Bruns Ave
Sandy, OR 97055

Any bids that are mailed must be received before the bid day/time. If bid is mailed address it to the following mailing address.

Sandy Fire District #72
FIRE STATION CONSTRUCTION BID
PO Box 518
Sandy, OR 97055

Bids will be received until 2:00 pm local time, Tuesday, August 23rd, 2016. Bids received after that time will not be accepted. Bids will be opened in public and read aloud at 2:30 pm local time, Tuesday, August 23rd, 2016 at the existing Sandy Fire District Annex Building, located at 17459 Bruns Ave in Sandy, Oregon. Interested parties are invited to attend.

Sandy Fire District #72 hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority and women's business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Bid security in the amount of 5% of the bid amount made payable to the Owner is required to accompany each bid. The bid security shall be a deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to at least 5 percent of the amount of such bid proposal. Checks shall be made payable to Sandy Fire District #72. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Sandy Fire District #72. The award of the contract shall be made to the lowest responsible bidder based on the sum of the Base Bid and accepted Alternates.

Prevailing minimum hourly wage rates for labor to be used under this contract have been determined by the Oregon Bureau of Labor and Industries (BOLI) in accordance with ORS 279C.800 through 279C.870.

The Contractor shall possess a valid State of Oregon Construction Contractors Board License or the State of Oregon Landscape Contractors Board in accordance with rules and regulations of the Oregon Administrative Rules. There is not a requirement that the Contractor be licensed under ORS 468A.720.

No bidder may withdraw its bid for a period of sixty (60) days after the time fixed for the opening of the bids, within which time an award will be made. Sandy Fire District #72 reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding. Sandy Fire District may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding by Sandy Fire District #72 that it is in the best interest of the public to do so.
Bidding documents are those prepared by the architect, Mackenzie, 1515 SE Water Avenue, Suite 100, Portland, OR 97293 (PO Box 14310, Portland, OR 97214). Bid documents will be available to order at Mackenzie. Bidders may place orders for complete documents (including specifications, drawings, project manual and future addenda) that are available beginning July 5, 2016, upon payment for the cost of reproduction and shipping and handling. All sets of Contract Documents must be pre-ordered. Allow 24 hours for drawing orders. Bidders wishing additional sets or parts of sets may obtain them by paying the cost of the reproduction, plus handling and mailing costs, with no refund for the sets or parts thereof.

Bidding documents will also be available for examination during the bidding period at plan centers listed in section 00 21 13 – Instructions To Bidders.

Requests for information received less than 5 business days prior to Bid Opening may not be answered. Addenda will be issued no later than 48 hours prior to Bid Opening.

The entire project must be substantially completed within two hundred and seventy (270) calendar days after the dated “notice to proceed.”

END OF BID SOLICITATION
INSTRUCTIONS TO BIDDERS

Article 1  GENERAL

1.1  Project:
Sandy Fire District #72: Seismic Upgrade and Remodel
17460 Bruns Ave
Sandy, OR 97055

1.2  Owner:
Sandy Fire District #72
17460 Bruns Ave
Sandy, OR 97055

1.3  Architect/Engineer:
Mackenzie
1515 SE Water Ave, Suite 100
Portland, OR 97214
Telephone: 503/224-9560
Fax: 503/228-1285
E-Mail: smoore@mcknze.com

Article 2  Bidding and Contract Documents

2.1  Bidding documents are those prepared by the architect, Mackenzie, 1515 SE Water Avenue, Suite 100, Portland, OR 97293 (PO Box 14310, Portland, OR 97214). Bid documents will be available to order at Mackenzie as well as examine at the Plan Centers indicated in Section 2.3. Bidders may place orders for complete documents (including specifications, drawings, project manual, and future addenda) that are available beginning July 5, 2016, upon payment for the cost of reproduction and shipping and handling. All sets of Contract Documents must be pre-ordered. Allow 24 hours for drawing orders.

2.2  Partial sets of drawings will be issued based only on the major disciplines (i.e., Civil, Architectural, Structural). Partial specifications will be issued by Division only (i.e., Division 03 Concrete). Partial sets may be purchased for the cost of reproduction.

2.3  Contract Documents are available for examination at the following Plan Centers:

<table>
<thead>
<tr>
<th>Plan Centers</th>
<th>Address</th>
<th>Telephone</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willamette Blueprint</td>
<td>3461 NW Yeon Ave</td>
<td>503/223-3012</td>
<td><a href="http://www.wbpinc.com">www.wbpinc.com</a></td>
</tr>
<tr>
<td></td>
<td>Portland, OR 97210</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Journal of Commerce</td>
<td>Portland, OR</td>
<td>503/274-0624</td>
<td><a href="http://www.djcoregon.com">www.djcoregon.com</a></td>
</tr>
<tr>
<td>Electronic Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oregon Contractor Plan Center</td>
<td>14625 S.E. 82nd Drive</td>
<td>503/650-0148</td>
<td><a href="http://www.orcontractor.com">www.orcontractor.com</a></td>
</tr>
<tr>
<td></td>
<td>Clackamas, OR 97015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salem Contractor’s Exchange</td>
<td>2256 Judson Street S.E.</td>
<td>503/362-7957</td>
<td><a href="http://www.sceonline.org">www.sceonline.org</a></td>
</tr>
<tr>
<td></td>
<td>Salem, OR 97302</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Builders Exchange of Washington</td>
<td>2607 Wetmore Ave</td>
<td>425/743-3244</td>
<td><a href="http://www.wbpinc.com">www.wbpinc.com</a></td>
</tr>
<tr>
<td></td>
<td>Everett, WA 98201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eugene Builders Exchange</td>
<td>2460 W 11th Avenue</td>
<td>541/484-5331</td>
<td><a href="http://www.ebe.com">www.ebe.com</a></td>
</tr>
<tr>
<td></td>
<td>Eugene, OR 97402</td>
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</tbody>
</table>

Article 3  Examination of Bidding and Contract Documents

3.1  Bidder shall carefully examine the Bidding and Contract Documents and forms to become fully informed as to all conditions.
3.2 Each Bidder must become informed on all laws and statutes, Federal, State, and local, relative to the execution of the work, employment of labor, protection of public health, protection of private property, fire protection regulations, access to the work, and similar requirements.

3.3 No statement by any officer, agent, or employee of the Owner or A/E in relation to existing conditions will be binding on the Owner or A/E.

3.4 Neither Owner nor A/E will be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to be informed of all conditions pertaining to the work.

Article 4 Examination of Site

4.1 Bidder shall visit the site, become informed as to the existing conditions, and correlate the Bidding Documents with independent observations.

4.2 Owner's information regarding site studies, if any, will be made available to prospective Bidders for review; however, Owner disclaims all liability and responsibility for the completeness or accuracy of information.

4.3 Each Bidder must become informed on all laws and statutes, Federal, State, and local, relative to the execution of the work, employment of labor, protection of public health, protection of private property, fire protection regulations, access to the work, and similar requirements.

4.4 No statement by any officer, agent, or employee of the Owner or A/E in relation to existing conditions will be binding on the Owner or A/E.

4.5 Neither Owner nor A/E will be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to become informed of all conditions pertaining to the work.

Article 5 Addenda

5.1 Addenda will be issued by Mackenzie for distribution to Bidders and Plan Centers.

5.2 No addenda will be issued later than 48 hours prior to date of Bid Opening.

5.3 Any addenda issued during the time of bidding shall form a part of the Contract Documents loaned to the bidder for the preparation of his proposal and shall be covered in the proposal. Receipt of each addendum shall be acknowledged on the bid form.

Article 6 Substitutions

6.1 Materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution.

6.2 Submit substitution requests to Mackenzie no later than 10 calendar days prior to date specified for receipt of bids.

6.3 Submit substitution requests on the provided "Substitution Request" form included in the project specifications and in accordance with provisions of Section "01 60 00 Product Requirements."

6.4 Only approved substitutions will be issued in Addenda.

Article 7 Interpretations or Corrections

7.1 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which must reach the A/E at least 5 business days prior to date for receipt of Bids.
7.2 Interpretation, correction and/or changes to the Bidding Documents will be made by Addendum.

7.3 Interpretations, clarifications, or corrections made in any form other than by Addenda will not be binding on the Owner.

Article 8 Consideration of Bids

8.1 Bids received on time will be opened publicly and read aloud. A summary of the Bids will be made available to Bidders.

8.2 Sealed bids will be received at the Sandy Fire District Main Station located at 17460 Bruns Ave, Sandy, OR 97055.

8.3 Bids will be received until 2:00 p.m. local time, Tuesday, August 23rd, 2016. Bid submittals received after 2:00 p.m. will not be considered. Bids will be opened in public and read aloud after 2:30 p.m., local time, Tuesday, August 23rd, 2016 at the Sandy Fire District Annex Building located at 17459 Bruns Ave, Sandy, OR 97055.

8.4 Rejection of Bids

Owner shall have the right to reject any or all bids, and to waive any informality and/or irregularity in the bids and in the Bidding.

8.5 Award of Bid

The Contract, if awarded, will be awarded to the lowest responsible Bidder by the Owner, on the basis of that proposal which in its sole and absolute judgment will best serve its interests.

8.6 Owner shall have the right to accept alternates in any order or combination, unless specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Article 9 Performance Bond, Payment Bond and Maintenance Bond

9.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of all obligations each in the amount of the total Contract Sum.

9.2 Bonds may be secured through Bidder's usual sources, provided that any surety company writing such bonds is licensed to do business in the State in which the project occurs.

9.3 Furnish bonds on forms acceptable to Owner accompanied by a Power of Attorney, substantiating the Agent's authority to execute the bond on behalf of the surety company. Power of Attorney shall be certified as being in full force and effect as of the date of the bond.

9.4 Include cost of bonds in base bid.

9.5 No extension of the construction completion date shall be allowed for delays in furnishing satisfactory bonds. If bonds are not furnished promptly, the Owner may terminate the Contract without liability to the Owner or agents.

9.6 Changes in the Work, the Contract Sum, or any time limitation expressed in the Contract Documents shall not release the surety or sureties from their obligations under the bonds.

9.7 Provide Owner thirty (30) days prior written notice in the event of cancellation or material change in bond status.
9.8 Should the successful bidder fail or refuse to execute the Contract and furnish the proper bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by Sandy Fire District #72; and it is agreed that this said sum is a fair estimate of the amount of damages Sandy Fire District #72 will sustain in case the Bidder fails to enter into a Contract and furnish Bond as hereinbefore provided. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bond bid.

Article 10  Pre-Bid Conference - A non-mandatory pre-bid meeting will be held on July 12th, 2016 at 10:00 am at the existing Sandy Fire District Annex Building, 17459 Bruns, Sandy Oregon, 97055

Article 11  Time for Completion

11.1 Contract time shall commence based upon date established in Owner's written "Notice to Proceed." The project shall be completed in two hundred seventy (270) consecutive calendar days from this date.

11.2 Days are defined as consecutive calendar days.

11.2.1 Substantial Completion: For the purposes of this contract, substantial completion is defined as work adequately completed to obtain temporary occupancy permit from authority having jurisdiction and operational for the intended use of the Owner for the entire (complete) project.

11.2.2 Final Completion: Is defined as obtaining a Certificate of Occupancy from authority having jurisdiction and completion of A/E's punch list items and completion of all project closeout requirements.

Article 12  Liquidated Damages

12.1 Time is of the essence for completion of this project.

12.2 It is agreed by the parties to the Agreement that in case the Work required under the Agreement is not completed within the applicable Contract Time, damage will be sustained by Owner and that it is and will be impractical to determine the actual damage which Owner will sustain by reason of such delays.

12.3 It is therefore agreed that Contractor shall pay Owner, not as a penalty, but as liquidated damages the per diem amount set forth in the Agreement for each day elapsed beyond the Substantial Completion date stated in the Notice to Proceed applicable to the Work required under the Agreement.

12.4 Permitting Contractor to continue and finish the work or any part thereof after Substantial Completion shall in no way operate as a waiver on the part of Owner of any of its rights under the Agreement.
12.5 Payment of liquidated damages shall not release Contractor from obligations with respect to the fulfillment of the entire Agreement. Payment of liquidated damages shall not constitute a waiver of Owner's right to collect any additional damages which it may sustain by failure of Contractor to carry out the terms of the Agreement. It is the intent of the parties that said liquidated damages be full and complete payment only for failure of Contractor to complete the Work on time. Liquidated damage amounts may be withheld by Owner from any partial or final payment due Contractor.

12.6 Liquidated damages will be assessed at the rate of $1,000 per day, plus the amount of any loss (whether then incurred or to be incurred by the Owner in the future) as a result of such delay.

Article 13 Identification of Subcontractors

13.1 Bidders are required to disclose information about certain first-tier subcontractors when the contract value for public improvement is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement is: (I) 5% of the project bid or $15,000 whichever is greater, or (II) $350,000 regardless of the percentage, the bidder must disclose the following information about that subcontractor within two (2) hours of the bid closing:

A. The subcontractor’s name,
B. The subcontracted dollar value, and
C. The subcontracted category of work.

13.2 If the subcontractors names are not submitted with the bid, or within 1 hour of the bid time, the bid shall be considered nonresponsive and, therefore, void.

13.3 Bidder to complete the Subcontractor Disclosure Form included within this manual.

13.4 If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder shall indicate “NONE” on the Subcontractor Disclosure Form.

END OF SECTION
SECTION 00 41 00

BID FORM

Article 1 Bidder's Representations

1.1 Bidder, by making a bid, represents that bidder has:

   a. Read and understands the Contract Documents, and the Bid is made in accordance with the documents.

   b. Read and understands the Contract Documents to the extent that such documentation relates to the Work for which the Bid is submitted. Read and understands the Contract Documents to the extent that such documentation relates to other portions of the Project, if any, being bid concurrently or are currently under construction.

   c. Visited the site, become familiar with local conditions under which the Work is to be performed and correlated the Bidder's personal observations with the requirements of the Contract Documents.

   d. Based the Bid upon the materials, equipment, and systems required by the Bidding and Contract Documents without exception.

Article 2 Form and Style of Bids

2.1 Submit bids on forms attached or accompanying these Specifications.

2.2 All blank spaces in the proposal form must be filled in, in ink. No changes shall be made in the phraseology of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures.

2.3 Any proposal shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, or in which any of the items have obviously been balanced, or which in any manner shall fail to conform to the conditions of the Invitation to Bid.

2.4 The Bidder shall sign the Bid Form in the blank space provided. Bid Forms remade by corporations or partnerships shall contain names and addresses of the principal officers or partners. If a corporation makes the Bid Forms, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

2.5 State numbers in both words and figures. In case of discrepancy, the amount written in words shall govern.

2.6 Do not itemize or recapitulate work.

2.7 Interlineations, alterations, or erasures must be initialed by the signer of the Bid.

2.8 Each copy of the Bid shall include:

   a. Legal name of Bidder
   b. Statement of legal entity (i.e., sole proprietorship, corporation, partnership)
   c. Signature of person legally authorized to bind the Bidder to a contract
   d. If a corporation, state of incorporation and corporate seal
   e. Current Power of Attorney for a Bid submitted by an Agent certifying Agent's authority to bind the Bidder.
Article 3  Bid Submittal

3.1 Enclose Bid in an opaque sealed envelope with Bidder's name and envelope marked with “Sandy Fire District #72 -- FIRE STATION CONSTRUCTION BID.”

3.2 Deliver or mail bids on time to the specified place for receipt of bids. If mailed, enclose opaque bid envelope in an additional envelope for mailing.

3.3 Oral bids, telephone bids, faxed bids, e-mail bids, and oral modifications to bids will not be considered.

Article 4  Bid Security

4.1 Proposal shall be accompanied by one of the following: (1) a surety bond, (2) an irrevocable letter of credit issued by an insured institution as defined by Oregon State law, (3) a cashier’s check or certified check as bid security. The bond, letter of credit or check shall be in the amount of not less than five (5%) percent of the amount bid for the Contract.

4.2 The Owner reserves the right to retain the bid security of the three lowest bidders until the successful Bidder has signed and delivered the agreement, and furnished certification of insurance and both the Labor & Materials Bond and the Performance Bond. Upon failure of the successful Bidder to sign and deliver said agreement, Bonds and Insurance certificates within the specified time, the next lowest bid may be accepted at the Owner's discretion, whereupon the above Instructions and requirements will apply to the said second bidder.

4.3 Should successful Bidder fail to enter into a contract within ten (10) days after acceptance of his Bid, Bid Security, or proceeds thereof, shall be forfeited to Owner as liquidated damages.

4.4 Bid security of all bidders, except the three lowest, will be returned promptly after the canvas of bids; bid security of the three lowest bidders will be returned within 3 days after the Contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

Article 5  Modification or Withdrawal of Bid

5.1 Bids must be valid for a period of 60 days from date of submittal.

5.2 A bid may not be modified, withdrawn, or canceled during the stipulated time period following the time and date designated for receipt of the Bids.

5.3 Prior to time and date designated for receipt of Bids, Bids may be modified or withdrawn by notice to party receiving Bids. Notice shall be in writing signed by the Bidder, by telegram, or by facsimile transmission.

5.4 Withdrawn Bids may be resubmitted up to time and date designated for receipt of Bids.
BID FORM

BID TITLE: SANDY FIRE DISTRICT #72
FIRE STATION CONSTRUCTION BID

SUBMIT TO: Sandy Fire District #72
17460 Bruns Ave
Sandy, OR 97055

FROM: ________________________________________
BIDDER

_____________________________________________
ADDRESS

_____________________________________________
CITY/STATE/ZIP

Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) an individual, a Company, a Corporation, organized and existing under the law of the State of ________________________________

Proprietorship, Partnership, or Joint Venture consisting of ________________________________

_____________________________________________

BASE BID:

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

SANDY FIRE: SEISMIC UPGRADE AND REMODEL

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

| Div 00 - General Conditions |   |
| Div 03 - Concrete           |   |
| Div 04 - Masonry            |   |
| Div 05 - Metals             |   |
| Div 06 - Wood, Plastics and Composites |   |
| Div 07 - Thermal and Moisture Protection |   |
| Div 08 - Openings           |   |
| Div 09 - Finishes           |   |
| Div 10 - Specialties        |   |
| Div 12 - Furnishings        |   |
| Div 21 - Fire Suppression   |   |
| Div 22 - Plumbing           |   |
| Div 23 - Heating, Ventilating and Air-Conditioning |   |
| Div 26 - Electrical         |   |
| Div 27 - Communications     |   |
| Div 28 - Electronic Safety and Security |   |
| Div 31 - Earthwork          |   |
| Div 32 - Exterior Improvements |   |
| Div 33 - Utilities          |   |

Total Base Bid

Said amount hereafter is referred to as the Base Bid.

UNIT PRICES

| Soil / Rock Removal | $__________ cubic yard |
| Structural Fill     | $__________ cubic yard |
ADDENDA ACKNOWLEDGMENT:

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

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE</th>
<th>ADDENDUM NO.</th>
<th>DATE</th>
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<tbody>
<tr>
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</tbody>
</table>

TIME FOR COMPLETION:

4. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within two hundred seventy (270) calendar days.

CHANGES IN WORK:

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

PROFIT AND OVERHEAD FORMULA

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

```
Net Increase  Profit __________________________

Overhead __________________________

Net Decrease  Profit __________________________

Overhead __________________________
```

LIQUIDATED DAMAGES

7. Bidder agrees to abide by requirements of Liquidated Damages specified in Instructions to Bidders.

BID SECURITY:

8. Bid security in the amount of five percent (5%) of the Base Bid is attached, without endorsement. Failure to submit such security shall result in the Bid being considered nonresponsive.

9. The undersigned further agrees to execute the formal Contract within ten (10) days from date of Notice of Acceptance of this bid, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, and the undersigned is considered having abandoned the Contract by the Owner, the Cashier’s Check or Bid Bond accompanying this bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.

10. The undersigned further agrees that the bid security may be retained by the Owner, and that said proposal guaranty shall remain with the Owner until the Contract has been signed and Performance Bond in a form acceptable to the Owner has been made and delivered to the Owner.
11. The undersigned has checked all of the above figures and understands that Owner and the Architect will not be responsible for any errors or omissions on part of undersigned in preparing this bid.

12. In submitting this bid, it is understood that the right is reserved by Owner to reject any or all bids and waive all informalities in connection therewith. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from time of opening.

13. The undersigned hereby acknowledges that he/she has read and understands the Drawings, Specifications, Addenda, and all other Contract Documents pertaining to this Project. The undersigned certifies that the Contract Documents are, in his/her opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned further certifies that he/she has, or has available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract Documents and within the time specified therein. The Bidder certifies that he/she has made allowances for normal inclement weather indigenous to the Project site.

14. The following information is provided pursuant to the Contract Documents:

(1) Legal Name of Firm: ____________________________

   a. If Firm is a corporation, state that corporate is organized under the laws of the State of Oregon. Please affix corporate seal to this Bid Form.

   b. If Firm is a partnership, state names of partners:

   c. If Firm is an individual using a trade name, state name of individual:

(2) Construction Contractor’s Registration Information:

   Classification: ____________________________

   Registration Number: ________________ Expiration Date: ________________

   I/We certify that all subcontractors performing work will be registered with the Oregon Construction Contractors Board.

(3) Signature of person or persons legally authorized to bind Bidder to a Contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Bidder.

   a. Signature: ____________________________

   b. Signature: ____________________________

   c. Signature: ____________________________

   d. Signature: ____________________________

15. The names and addresses of other persons interested as principals in this bid are as follows:

   ______________________________________

   ______________________________________
16. The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the bid’s conditions and provisions thereof.

17. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the Contract that may be entered into as a result of the bid, and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

18. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this bid, in awarding the Contract to them and/or in the prosecution of the work required.

Respectfully submitted this ____________________ day of ___________________________, 20__.

Firm Name: __________________________________________________________________________

Address: __________________________________________________________________________

Signature: __________________________________________________________________________

Name (type): _________________________________________________________________________

Telephone Number: __________________ Fax Number: __________________

(SEAL, IF BIDDER IS CORPORATION) Title: ___________________________________________

END OF SECTION
Sandy Fire District #72
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

<table>
<thead>
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<th>NAME</th>
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<th>CATEGORY OF WORK</th>
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The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

a. 5% of the total contract price or $15,000 (including all alternates), whichever is greater; or

b. $350,000.00 regardless of the percentage of the total Contract Price.

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

Form Submitted by (Bidder Name):

Contact Name: ___________________________ Phone No: ___________________________

Deliver Form to Agency: ___________________________

Person Designated to Receive Form: Scott Howland, Deputy Fire Chief

Agency’s Address: 17460 Bruns Ave, Sandy, OR 97055
SECTION 00 52 00
AGREEMENT FORM

PART 1  GENERAL

1.01  FORM OF AGREEMENT
   A. The Agreement to be executed is attached following this page.
   B. The Contractor is hereby directed to obtain copies of AIA Document A101 to become acquainted
      with the articles contained therein and to notify and appraise all Subcontractors, suppliers and
      parties to the Contract as to its contents.
   C. No contractual adjustments shall be due as a result of failure on the part of the Contractor to
      fully acquaint the Contractor and all other parties to the Contract with the conditions of AIA
      Document A101

1.02  RELATED REQUIREMENTS
   A. Section 00 72 00 - General Conditions.
   B. Section 00 73 00 - Supplementary Conditions.

END OF AGREEMENT FORM
SECTION 00 61 13
PERFORMANCE AND PAYMENT BOND

1.01 AIA PERFORMANCE AND PAYMENT BOND A312 - FOR ENTIRE PROJECT.
1.02 INSURANCE CERTIFICATE.

END OF SECTION
Performance Bond

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: X None ___ See Last Page

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature: ____________________________
Name and Title:

SURETY
Company: (Corporate Seal)
Signature: ____________________________
Name and Title:

Any additional signatures appear on the last page

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE
(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety’s obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor’s right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor’s default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons thereof.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor’s right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

AIA Document A312™ – 1984. Copyright ©1984 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document Is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:48 on 11/02/2007 under Order No.1000273204_1 which expires on 12/5/2007, and is not for resale.

User Notes: (2694648303)
§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)  
Signature:  
Name and Title:  
Address:  

SURETY
Company: (Corporate Seal)  
Signature:  
Name and Title:  
Address:
SECTION 00 72 00
GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS
1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

1.02 THE CONTRACTOR MUST BECOME ACQUAINTED WITH ARTICLES CONTAINED THERIN AND MUST NOTIFY AND APRIZE ALL SUBCONTRACTORS, SUPPLIERS AND OTHER PARTIES TO THE CONTRACT AND ITS CONTENT.

1.03 NO CONTRACTUAL ADJUSTMENTS SHALL BE DUE AS A RESULT OF FAILURE ON THE PART OF THE GENERAL CONTRACTOR (OR ALL OTHER PARTIES TO THE CONTRACT) TO BECOME FULLY ACQUAINTED WITH THE GENERAL CONDITIONS.

RELATED REQUIREMENTS
2.01 SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS
3.01 REFER TO DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION
SUPPLEMENTAL GENERAL CONDITIONS


Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1 GENERAL PROVISION

1.2 EXECUTION, CORRELATION, AND INTENT

Add the following:

1.2.4 Terms used in the Specifications, such as "approval" or "approved" and "review" or "reviewed" shall be interpreted to mean "written approval" or "stamped review" or equal; "approved," "acceptable," "similar to," "directed," "required," "selected," "ordered," "reviewed," or like words shall be interpreted to mean that reference is made to the ruling and judgment of the A/E.

1.4 INTERPRETATION

Add the following:

1.4.2 These Specifications are of the abbreviated type and include incomplete sentences. Omissions of words or phrases, such as "the Contractor shall", "shall be", etc., are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE

Add the following:

1.6.2 A/E will provide 10 sets of the Contract Documents to the Contractor free of charge for execution of work under this Contract. The sets provided will be sets returned from unsuccessful bidders competing for the project. Additional sets of Contract Documents will be provided at the cost of reproduction.

ARTICLE 2 OWNER (no changes to this article)

ARTICLE 3 CONTRACTOR

3.7 PERMITS, FEES, AND NOTICES
Paragraph 3.7.1: Delete in its entirety and replace with:

3.7.1 Unless otherwise provided in the Contract Documents, the Owner shall pay for plan check fees and building permit fees, including sewer, gas, and water connection fees, as well as other assessments or fees established by the authority having jurisdiction. The Contractor shall pay for all other permits, fees, licenses and inspections necessary for proper execution and completion of the Work, inclusive of mechanical and electrical permit fees.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Paragraph 3.12.3 currently reads:

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Add the following:

Furnish, when requested, samples of equipment proposed or specified for use. Sample submitted shall be the exact sample of the material or product to be incorporated into the Work.

ARTICLE 4 ARCHITECT

4.1 ARCHITECT

4.1.1 Delete in its entirety and replace with:

Wherever herein the term "Architect" is used, it shall mean A/E, defined as follows: The A/E is the person or organization licensed to practice architecture/engineering and identified as such in the Contract. The term A/E or Architect/Engineer as used in the Contract Documents shall be taken to mean Group Mackenzie or A/E's authorized representative.

4.1.2 Delete in its entirety and replace with:

Duties, responsibilities and limitations of authority of the A/E as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and A/E.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.4 Amend to read:

Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the A/E's consultants shall be through the A/E. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

Add the following:
4.2.15: In general, in the event of conflict between Drawings and Specifications, the Specifications take precedence; in conflicts between General Requirements and General Conditions, General Requirements take precedence. In conflicts between large scale drawings and small scale drawings, the large scale drawings take precedence. Immediately notify A/E of any error, omission, or discrepancy appearing on the Contract Documents. In the event of a conflict or discrepancy on the Drawings or Specifications, the larger quantity and the highest quality shall govern unless approval for the lower quality and the smaller quantity has been given in writing by the A/E.

ARTICLE 5 SUBCONTRACTORS  (no changes to this article)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS  
(no changes to this article)

ARTICLE 7 CHANGES IN THE WORK

7.1.1 revise to read as follows:

Changes in the "Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.4 add the following section:

Before implementing a change in the Work, the Owner may request the Contractor to propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible, and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Section 7.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included in the next available Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not implement the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Architect may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

7.3.3 revise to read as follows:

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 unit prices stated in the Contract Documents or subsequently agreed upon;
.3 cost to be determined in a manner agreed upon by the parties (accompanied by an itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee;
.4 or as provided in Section 7.3.6.
7.3.4 revise to read as follows:

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

7.3.6 revise to read as follows:

A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a Change Order.

7.3.7 revise to read as follows:

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if cost is to be determined under Section 7.3.3.3, the Contractor shall keep and present, itemized in categories in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment material and subcontract costs. Labor, equipment and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within twenty-one (21) days of the Owner's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Section 15, shall be limited to the reasonable value, as determined by the Architect (subject to appeal through the dispute resolution procedure of Section 15.2.6), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

7.3.8 revise to read as follows:

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9 revise to read as follows:
Pending final determination of the total cost of a Construction Change Directive to the Owner, and provided that any reservations of rights in respect to the Construction Change Directive have been initiated by the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties’ agreement with part or all of such costs.

7.3.11 Add the following section:

7.3.11 Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Contractor’s Construction Schedule directly caused thereby.

7.4.1 revise to read as follows:

7.4.1 The Architect and the Owner will have authority to order minor changes in the Work or Field Authorization not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.5 Add the following section:

The total cost of any Change in the Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

7.5.1 Direct labor costs: These are the estimated or actual labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the change in the Work. The hourly cost shall be based upon the following:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Oregon Bureau of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable.

.2 Workers’ insurances: Direct contributions to the State of Oregon as industrial insurance: medical aid; and supplemental pension by class and rates established by the Oregon Bureau of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA): and State Unemployment Compensation Act (SUCA).

7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect. Discounts and rebates based on prompt payment need not be included.
however, if the Contractor offered but the Owner declined the opportunity to take advantage of such discount or rebate.

7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest San Jose, California, or the actual rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment which rate and use must be approved by the Architect prior to performing the work. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the Work are the maximum rates allowable for equipment of modern design and in good working condition including full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When the rate payable does not include fuel, lubricants, standard maintenance and servicing, such operating costs shall be reimbursed based upon actual costs. When rental rates payable do not include fuel, lubrication, maintenance and servicing, as defined as operating costs in the reference, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright unless pre-approved by the Owner. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment which rate and use must be approved by the Owner prior to performing the Work.

7.5.4 Cost of change in insurance or bond premium. This is defined as:

1. Contractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.7.1. and subject to audit) of any changes in the Contractor's liability insurance arising directly from the changed Work; and

2. Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.5.1, and subject to audit) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by such Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

7.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, quality control/assurance, purchasing, small or hand tool (a tool that costs $500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work. Claim preparation, and delay and impact costs of any kind, added to the total cost to the Owner of
any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements by the Owner of Subcontractor claims. The Fee shall be limited in all cases to the following schedule:

.1 The Contractor shall receive 12% of the cost of any materials supplied or work properly performed by the Contractor's own forces.

.2 The Contractor shall receive 8% of the amount owed directly to a Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.

.3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work performed by its own forces.

.4 Each Subcontractor of any tier shall receive 6% of the amount it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.

.5 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

.6 The total summed Fee of the Contractor and, all Subcontractors of any tier shall not exceed 25% of any amounts owed to any remote, lower-tier Subcontractors that are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractor(s), for Work performed by that remove, lower-tier Subcontractor.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate the Contractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Contractor for some Changes compensates the Contractor for any Changes for which the Contractor believes the percentage is otherwise insufficient.

7.6 Add the following section:

Work shall be accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

ARTICLE 8  TIME

Add the following:

8.2.4 NOTICE TO PROCEED

Owner will issue Notice to Proceed. The Notice to Proceed will state the dates:

1. On which the Contractor may begin the Work.

2. By which the Contractor is required to attain Substantial Completion of the Work.

3. By which the Contractor is required to attain Final Completion of the Work.
8.3 DELAYS AND EXTENSIONS OF TIME

a. Delete Paragraphs 8.3.1, 8.3.2, and 8.3.3 in their entirety and add the following paragraphs.

b. Add: 8.3.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time of completion of the Work to be done are essential conditions of this Contract; it is further mutually understood and agreed that the Contract Time specified in this Contract shall commence on the date identified in the Owner's Notice to Proceed.

c. Add: 8.3.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion of the work within the time specified. It is expressly understood and agreed that the Contractor has considered all contingencies and factors affecting the ability to perform all the work within the time specified, including, among others, delays caused by weather (as detailed in 8.3.3 below) and other possible delays caused by the industrial conditions prevailing in this locality, and after consideration of these factors, has made an allowance for such factors before agreeing to completion date specified in the Contract Documents. Contractor further agrees that all things considered, such completion date is a reasonable time for completion of work to be performed hereunder, without the need for any extension of time for any other reasons than those specified in Paragraph 8.3.3.

d. Add: 8.3.3 Completion time will not be extended for normal bad weather. The time for completion, as stated in the Contract Documents, includes due allowance for calendar days on which work cannot be performed out of doors. For the purpose of this Contract, the Contractor agrees that calendar days may be lost due to weather, in accordance with the Weather Bureau information or Almanac:

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above and exceed the following conditions:

- The daily precipitation exceeds the average daily precipitation by .10 inch

OR

- Average temperature failed to exceed 40°F Fahrenheit

OR

- Maximum temperature failed to exceed 50°F Fahrenheit

Temperature and precipitation information will be averaged from three local weather stations. In the absence of local weather information, averages will be obtained from historical averages over a five-year period for the area.

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch average, the temperature failed to exceed 40 degrees Fahrenheit average, and the maximum temperature failed to exceed 50 degrees Fahrenheit, all averaged from three local area weather stations over the same period of time. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather from the start of work exceeds the total accumulated number to be
excepted for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost.

e. Add: 8.3.4 No change in Contract Sum will be authorized because of adjustment of Contract Time due to weather.

f. Add: 8.3.5 Claims for Delays or Extensions of Contract Time shall be made within 10 calendar days of event causing delay or need for contract extension. Requests for Contract Time extensions after 10 days have elapsed will not be considered unless acknowledged in writing by Owner.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 – APPLICATION FOR PAYMENT

9.3.4 Add the following:

A signed release or waiver of liens form will be submitted by the Contractor and all Subcontractors with their monthly Application for Payment. The submittals will be conducted in a manner acceptable to the Owner's lending agency.

9.4.1 Add the following:

Five percent of the amount of the completed work up to 100 percent completion of the Contract, as shown on approved monthly Application and Certificate for Payment Form, will be retained by the Owner.

Delete sub-subparagraph 9.5.1.6.

9.6 - PROGRESS PAYMENTS

9.6.1 Add the following:

The Owner will make payments on account of the Contract on or about the tenth day of each month, based on the value of work estimated by Contractor in the schedule of values (and approved by the A/E) to have been completed on or about the last day of each calendar month. Itemized Application for Payment shall be made in triplicate on an Application and Certificate for Payment Form. Payments shall be made on estimated quantities of Work, completed and acceptable, properly stored, protected and insured. Estimated quantities shall be considered only as approximate and will be subject to A/E's adjustment and correction.

9.10 – FINAL COMPLETION AND FINAL PAYMENT

9.10.2.1 Add the following:

Final payment does not include retainage. Retainage shall be released and paid pursuant to RCW 60.28.11.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY (no changes to this article)
ARTICLE 11 INSURANCE AND BONDS

11.1.1 revise to read as follows:

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located possessing a Best’s policyholder’s rating of B+ or better and a financial rating of no less than VII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability on the Contractor's operations, including Subcontractors and suppliers of any tier; owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU) and stopgap employer’s liability. This insurance will name the Owner, the Architect, their consultants and employees, and any required governmental agencies as additional insureds and will include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor’s policy shall be designated primary coverage for both defense and indemnify, and any Owner’s policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

1. $1,000,000 per occurrence for bodily injury liability including sickness, disease or death and $1,000,000 bodily injury liability for all occurrences (other than automobiles); and

2. $1,000,000 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence and $1,000,000 property damage liability for all occurrences; and

3. As an alternate to subparagraphs 1 and 2 above, the Contractor may insure for $1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and $2,000,000 general aggregate stop loss; and

4. $1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of the operation of automobiles; and

5. $1,000,000 for claims for damages insured by personal injury liability coverage (included and defined in the Commercial General Liability insurance policy) which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or (2) by another person; and

6. $1,000,000 for claims involving damages to a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or another employee; and

7. $1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor’s obligations under Paragraph 3.18; and

8. In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than $5,000,000.

11.1.2 revise to read as follows:
Sandy Fire: Seismic Upgrade and Remodel – Permit / Bid Set

The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three (3) years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers’ compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Stop Gap Liability Insurance (Employer’s Contingent Liability Insurance) with coverage of at least $500,000 each occurrence/$500,000 each accident.

11.1.3 revise to read as follows:

If the Owner is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. THE OWNER MAY WITHHOLD PAYMENT FENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE WITH ENDORSEMENTS ATTACHED. Failure to withhold payment shall not constitute a waiver.

11.1.4 Add the following section:

All policies and certificates must be signed copies and shall contain a provision that written notice by certified mail must be provided to the Owner and Architect 45 days before the policies expire or are cancelled or any coverages afforded under the policies are reduced, limits decreased, or the additional insureds removed. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion.

11.1.5 Add the following section:

The Owner’s specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts.

11.1.6 Add the following section:

Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance.

11.1.7 Add the following section:

The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate limit. Also, the Subcontractors shall name the Contractor and the Owner as an additional insured giving at least thirty (30) days’ notice of cancellation.

11.3.7 Add the following:
In waiving rights of recovery under terms of this Subparagraph, the term "Owner" shall be deemed to include his employees, and the A/E and his employees as the Owner's representative, as provided in the Contract Documents.

11.4.1 revise to read as follows:
Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction in the amount of the initial Contract Sum, less costs of clearing, preparation and excavation of the site under this Agreement, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible of $10,000. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer’s approval.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK (no changes to this article)

ARTICLE 13 MISCELLANEOUS PROVISIONS (no changes to this article)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2.2 Amend to read:
When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient.

ARTICLE 15 CLAIMS AND DISPUTES (no changes to this article)

END OF SECTION
Prevailing wage rates effective as of June 14, 2016 are required for this project. Copies of the prevailing rates and apprentice rates have been included as apart of this section. It is the responsibility of the contractor to ensure that all rules and procedures are followed.

See [http://www.boli.state.or.us/](http://www.boli.state.or.us/) for additional information.
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ADDENDUM NO. [* 1, 2, 3, etc. *], [* Date of Addendum *]

RE: Sandy Fire: Seismic Upgrade and Remodel
Project No. 2150199.00

FROM: Mackenzie
1515 SE Water Avenue, Suite 100
Portland, OR 97214
(206) 749-9993
(503) 224-9560

TO: Prospective Bidders

ADDENDUM NO. amends the contract documents for the subject project dated [* Date of Original Documents *]. It is the responsibility of the prospective bidders to note the contents of this addendum and notify the Owner that this addendum has been received. Acknowledge receipt by inserting the number of this addendum in the space provided on the Bid Proposal Form.

The following changes in the contract documents constitute this addendum. All changes by addenda are to be included in the proposal form and the contents of the addenda become a part of the Contract Documents for this project. All changes offset only the specified drawings, words, or paragraphs mentioned. The balance of the drawings and specifications will remain in full force.

This addendum includes the following:
- Professional Stamps and Signatures
- Changes to Specifications
- Product Substitutions
- Changes to Drawings
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The following changes to Architectural Drawings, denoted by an ‘A’ (e.g. 1/A8.1) and related specification revisions have been prepared or reviewed under direct supervision of the Architect of Record.

The following changes to Civil Drawings, denoted by a ‘C’ (e.g. 1/C8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Civil Engineer of Record.

The following changes to Landscape Drawings, denoted by an ‘L’ (e.g. 1/L8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Landscape Architect of Record.

The following changes to Structural Drawings, denoted by an ‘S’ (e.g. 1/S8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Engineer of Record.
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The following changes to Mechanical Drawings, denoted by an ‘M’ (e.g. 1/M8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Mechanical Engineer of Record.

The following changes to Electrical Drawings, denoted by an ‘E’ (e.g. 1/E8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Electrical Engineer of Record.

The following changes to Plumbing Drawings, denoted by a ‘P’ (e.g. 1/P8.1), and related specification revisions have been prepared or reviewed under direct supervision of the Plumbing Engineer of Record.
CHANGES TO SPECIFICATIONS

1. PRODUCT SUBSTITUTIONS

The following product substitutions have been reviewed, with the disposition noted:

CHANGES TO DRAWINGS

1. See attached change log and drawings referenced therein.