

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Thursday, March 17, 2021 at 6:00 PM
Transportation Building
3600 Third St., Ste. A
Tillamook, Oregon

Tillamook County Transportation District

Normal Trial Balance

From 2/1/2022 Through 2/28/2022

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	549,022.32	
1006	Payroll Checking	16,376.42	
1009	NW RIDES ACCOUNT	519,263.62	
1011	Prop. Mgmt. Checking	77,992.13	
1020	LGIP - General Account	1,363,723.48	
1030	LGIP - Capital Reserve	1,347,958.95	
1040	Petty Cash	200.00	
Report Total		3,874,536.92	0.00
Report Difference		3,874,536.92	

Handwritten notes:
 3-3-22
 3-3-22
 JW

Tillamook County Transportation District

Financial Statement

From 2/1/2022 Through 2/28/2022

Resources	Current		Current Year Actual	Total Budget	Total Budget Variance	58%
	Period Actual	Period Budget				
Working Capital	3500	0.00	0.00	2,975,295.00	(2,975,295.00)	0.00%
Fares	4000	14,370.00	22,916.67	200,000.00	(69,806.98)	65.09%
Contract Revenue	4020	33,909.89	70,833.33	750,000.00	(218,544.97)	70.86%
Property Tax	4100	7,387.37	79,166.67	1,009,423.09	(21,956.91)	97.87%
Past Years Property Tax	4110	1,060.61	2,916.67	25,000.00	(9,172.93)	63.30%
State Timber Revenue	4120	42,537.14	25,000.00	325,000.00	(225,706.43)	30.55%
Mass Transit State Payroll Tax	4130	0.00	7,083.33	85,000.00	(15,866.58)	81.33%
STIF Formula	4135	0.00	0.00	352,308.00	(63,041.00)	82.10%
STIF Discretionary	4137	0.00	331,258.00	888,035.00	(876,067.00)	1.34%
Capital Grants	4210	0.00	0.00	1,009,536.00	(974,908.00)	3.43%
Grants - FTA 5311	4220	0.00	0.00	1,280,466.00	(689,264.00)	46.17%
NWOTA Partner Cont. Match	4225	0.00	9,820.00	163,121.00	(127,121.00)	22.06%
Grants - STF	4230	0.00	16,925.00	50,775.00	(16,925.00)	75.00%
Grants - 5311 (f)	4240	0.00	0.00	167,384.00	(600,616.00)	21.79%
Grants - 5310	4245	0.00	0.00	55,955.00	(132,572.00)	29.68%
Grants - 5305	4246	0.00	0.00	562.00	(35,438.00)	1.56%
Special Bus Operations	4300	0.00	125.00	1,500.00	(1,500.00)	0.00%
Miscellaneous Income	4400	51.87	875.00	10,500.00	41,547.37	495.68%
Sale of Assets - Income	4410	0.00	0.00	10,000.00	(3,500.00)	65.00%
Interest Income	4510	927.59	2,708.33	32,500.00	(24,750.20)	23.84%
OTTB TV/C Loan 0071 Proceeds	4514	0.00	0.00	0.00	50,000.00	0.00%
Advertising Income	4520	0.00	83.33	1,000.00	(1,000.00)	0.00%
Lease Income	4900	2,000.00	2,000.00	24,000.00	(9,600.00)	60.00%
Lease Operational Exp Income	4910	1,313.44	833.33	10,000.00	(1,151.16)	88.48%
Monthly BOD Report w/YTTD Budget & Variance						

Tillamook County Transportation District
Financial Statement
From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Transfer From General Fund	4911	0.00	630,731.00	719,188.00	(88,457.00)	87.70%
Transfer from STF Fund	4916	50,039.00	50,039.00	46,439.00	3,600.00	107.75%
Transfer from NWOTA	4917	0.00	3,000.00	3,000.00	0.00	100.00%
Transfer from STIF Fund	4918	113,352.00	121,182.00	1,340,035.00	(1,218,853.00)	9.04%
Total Resources	<u>266,948.91</u>	<u>572,544.66</u>	<u>4,037,564.21</u>	<u>12,343,530.00</u>	<u>(8,305,965.79)</u>	<u>32.71%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	(1,677.60)	31,333.33	244,722.33	190,277.67	56.25%
Payroll: Dispatch	5020	(2,105.35)	12,615.08	70,195.60	104,804.40	40.11%
Payroll: Drivers	5030	(18,467.86)	93,333.33	713,611.16	786,388.84	47.57%
Payroll: Maintenance	5040	1,268.74	6,250.00	43,048.62	31,951.38	57.39%
Payroll Expense	5050	12,030.88	10,416.67	106,947.62	28,052.38	79.22%
Payroll Healthcare	5051	38,071.93	37,916.67	257,545.81	247,454.19	50.99%
Payroll Retirement	5052	5,226.42	6,291.66	48,296.72	32,203.28	59.99%
Payroll Veba	5053	2,241.12	3,791.67	21,773.88	27,726.12	43.98%
Workers Compensation Ins.	5055	0.00	3,750.00	29,666.92	17,333.08	63.12%
Total Personnel Services	<u>36,588.28</u>	<u>205,698.41</u>	<u>1,535,808.66</u>	<u>3,002,000.00</u>	<u>1,466,191.34</u>	<u>51.16%</u>
Materials and Services						
Professional Services	5100	15,572.89	9,395.84	112,435.33	314.67	99.72%
Administrative Support	5101	0.00	1,666.67	12,453.04	12,546.96	49.81%
Website Maintenance	5102	1,687.60	4,195.83	24,187.60	26,162.40	48.03%
Planning	5103	0.00	10,833.33	26,081.76	103,918.24	20.06%
Dues & Subscriptions	5120	162.99	708.33	7,447.92	1,052.08	87.62%
Office Equipment R&R	5140	225.22	333.33	1,846.84	2,153.16	46.17%

Date: 3/10/22 11:30:50 AM

Monthly BOD Report w/YTTD Budget & Variance

Tillamook County Transportation District

Financial Statement

From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Computer R&M	5145 3,556.25	2,875.00	29,131.05	39,500.00	10,368.95	73.74%
Fees & Licenses	5150 13,049.40	2,583.34	17,386.09	32,500.00	15,113.91	53.49%
Insurance	5160 0.00	3,333.33	134,318.00	120,000.00	(14,318.00)	111.93%
Office Expense	5170 958.42	1,250.00	13,381.29	15,000.00	1,618.71	89.20%
Board Expense	5175 553.85	1,083.33	3,946.77	13,000.00	9,053.23	30.35%
Operational Expense	5180 2,158.97	3,958.33	33,597.09	59,500.00	25,902.91	56.46%
Drug & Alcohol Administration	5185 55.00	208.33	985.00	2,500.00	1,515.00	39.40%
Marketing	5190 2,570.11	5,000.00	17,373.66	70,000.00	52,626.34	24.81%
Website Re-Design	5191 0.00	6,250.00	0.00	0.00	0.00	0.00%
Telephone Expense	5210 1,384.25	1,618.33	10,674.55	19,420.00	8,745.45	54.96%
Travel & Training	5220 317.60	1,625.00	7,833.66	19,500.00	11,666.34	40.17%
Vehicle Expense	5240 6,577.94	18,750.00	109,086.86	250,000.00	140,913.14	43.63%
Fuel Expense	5245 26,717.55	20,833.33	198,815.64	330,000.00	131,184.36	60.24%
Postage	5260 25.00	166.67	1,356.34	2,000.00	643.66	67.81%
Mgmt/Labor Recreation Fund	5270 0.00	0.00	3,500.00	4,708.00	1,208.00	74.34%
Transit Center Lease	5280 0.00	0.00	1,400.00	0.00	(1,400.00)	0.00%
Transit Center Maint	5285 1,410.35	1,500.00	11,398.74	18,000.00	6,601.26	63.32%
General Operating Cont.	5290 0.00	(300,000.00)	0.00	0.00	0.00	0.00%
COVID Expense	5291 154,282.66	300,000.00	180,449.10	350,000.00	169,550.90	51.55%
Property Operating Expense	5300 3,112.28	2,125.00	15,634.36	26,000.00	10,365.64	60.13%
Flex Lease: Fees	5330 0.00	41.67	0.00	0.00	0.00	0.00%
Property Maint. & Repair	5340 2,637.42	2,083.33	20,547.76	25,000.00	4,452.24	82.19%
Operations Facility Maint.	5346 82.38	333.33	598.05	4,000.00	3,401.95	14.95%
Total Materials and Services	237,098.13	102,751.65	995,866.50	1,731,228.00	735,361.50	57.52%
Special Payments						

Date: 3/10/22 11:30:50 AM

Monthly BOD Report w/YTTD Budget & Variance

Tillamook County Transportation District
Financial Statement
 From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
STF Payments to Recipients	5200	0.00	13,245.39	17,661.00	4,415.61	74.99%
STIF Payments to Recipients	5201	0.00	4,500.00	6,000.00	1,500.00	75.00%
Total Special Payments		0.00	17,745.39	23,661.00	5,915.61	75.00%
Transfers						
Transfer to LGIP 5931	9100	0.00	400,000.00	400,000.00	0.00	100.00%
Transfer to Property Mgmt	9110	0.00	75,000.00	75,000.00	0.00	100.00%
Transfer to General Fund	9130	163,391.00	166,391.00	775,039.00	608,648.00	21.46%
Transfer to Vehicle Reserve	9150	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	163,561.00	852,223.00	688,662.00	19.19%
Reserve for Future Expenditure	9175	0.00	0.00	1,296,835.00	1,296,835.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	873,801.00	873,801.00	0.00%
Total Transfers			804,952.00	4,282,898.00	3,477,946.00	18.79%
Capital Outlay						
Debt Service						
PUD Loan Expense	5325	602.58	625.00	7,500.00	2,268.49	69.75%
OTIB TVC Loan 0071	5337	0.00	400.00	4,800.00	4,800.00	0.00%
OTIB Loan 0061	5338	0.00	0.00	30,000.00	16,344.78	45.51%
Total Debt Service		602.58	1,025.00	42,300.00	23,413.27	44.65%
Capital Purchases						
Building Repair & Renovation	5350	2,618.83	1,666.67	30,000.00	27,381.17	8.72%
Bus Replacement/Addition	6000	93,638.00	0.00	940,000.00	846,362.00	9.96%
Van Replacement/Addition	6010	0.00	0.00	390,000.00	390,000.00	0.00%
Computer Upgrade	6020	0.00	416.67	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	6021	0.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	6040	344.71	0.00	967,544.00	923,487.11	4.55%
			Monthly BOD Report w/YTD Budget & Variance			

Tillamook County Transportation District
Financial Statement
 From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Other Capital Projects	24,709.00	65,658.25	211,944.93	922,899.00	710,954.07	22.96%
Total Capital Purchases	121,310.54	67,741.59	352,258.65	3,261,443.00	2,909,184.35	10.80%
Total Capital Outlay	121,913.12	68,766.59	371,145.38	3,303,743.00	2,932,597.62	11.23%
Total Expenses	558,990.53	377,216.65	3,725,517.93	12,343,530.00	8,618,012.07	30.18%

NWR

Tillamook County Transportation District

Financial Statement

From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%	
Resources							
Working Capital	3500	0.00	0.00	450,000.00	(450,000.00)	0.00%	
NWR Revenue	4026	368,113.24	333,333.33	4,000,000.00	(1,156,332.23)	71.09%	
NWR Reserve	4027	0.00	0.00	1,000.00	14,948.98	1,594.89%	
Interest Income	4510	0.00	0.00	400.00	(400.00)	0.00%	
Total Resources	<u>368,113.24</u>	<u>333,333.33</u>	<u>2,859,616.75</u>	<u>4,451,400.00</u>	<u>(1,591,783.25)</u>	<u>64.24%</u>	
Expenses							
Personnel Services							
Payroll: Administration	5010	28,238.02	22,750.00	211,977.22	350,000.00	138,022.78	60.56%
Payroll: Indirect	5041	1,479.16	833.33	7,998.32	10,000.00	2,001.68	79.98%
Payroll Expense	5050	2,413.58	1,833.33	17,241.16	22,000.00	4,758.84	78.36%
Payroll Healthcare	5051	10,800.69	9,583.33	73,050.85	140,000.00	66,949.15	52.17%
Payroll Retirement	5052	1,411.97	1,375.00	11,145.48	16,500.00	5,354.52	67.54%
Payroll Veba	5053	986.30	1,083.33	7,105.90	13,000.00	5,894.10	54.66%
Workers Compensation Ins.	5055	0.00	0.00	554.75	500.00	(54.75)	110.95%
Total Personnel Services	<u>45,329.72</u>	<u>37,458.32</u>	<u>329,073.68</u>	<u>552,000.00</u>	<u>222,926.32</u>	<u>59.61%</u>	
Materials and Services							
Professional Services	5100	0.00	833.33	2,671.00	10,000.00	7,329.00	26.71%
Office Equipment R&R	5140	225.22	208.33	1,846.84	2,500.00	653.16	73.87%
Computer R&M	5145	875.00	1,250.00	6,126.25	15,000.00	8,873.75	40.84%
Fees & Licenses	5150	24.99	1,250.00	52,252.01	163,000.00	110,747.99	32.05%
Office Expense	5170	315.42	416.67	2,307.45	5,000.00	2,692.55	46.14%
Operational Expense	5180	0.00	125.00	339.60	1,500.00	1,160.40	22.64%
Telephone Expense	5210	1,142.45	1,666.67	8,370.47	20,000.00	11,629.53	41.85%

Monthly BOD Report w/YTD Budget & Variance

Date: 3/10/22 11:30:23 AM

Tillamook County Transportation District
Financial Statement
 From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Travel & Training	5220	125.00	1,400.14	1,500.00	99.86	93.34%
Postage	5260	9.95	336.09	1,000.00	663.91	33.60%
Purchased Transportation	5265	120,841.85	1,836,456.26	3,000,000.00	1,163,543.74	61.21%
Member Mileage Reimbursement	5266	10,000.00	90,000.00	180,000.00	90,000.00	50.00%
Volunteer Mileage Reimburse	5267	24,501.21	180,547.54	260,000.00	79,452.46	69.44%
Office Rent	5281	400.00	3,200.00	4,800.00	1,600.00	66.66%
COVID Expense	5291	0.00	76.96	0.00	(76.96)	0.00%
Property Operating Expense	5300	321.83	2,300.25	3,000.00	699.75	76.67%
Total Materials and Services		158,682.92	2,188,230.86	3,667,300.00	1,479,069.14	59.67%
Transfers						
Unappropriated Ending Fund Bal	9180	0.00	0.00	207,100.00	207,100.00	0.00%
Total Transfers		0.00	0.00	207,100.00	207,100.00	0.00%
Capital Outlay						
Capital Purchases						
Ecolane Investment	6022	0.00	0.00	2,880.00	22,120.00	11.52%
Total Capital Purchases		0.00	0.00	2,880.00	22,120.00	11.52%
Total Capital Outlay		0.00	0.00	2,880.00	22,120.00	11.52%
Total Expenses		204,012.64	330,733.32	2,520,184.54	1,931,215.46	56.62%

Tillamook County Transportation District

Check/Voucher Register
1001 - General Checking Account
From 2/1/2022 Through 2/28/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16913	...0/2022	80.82	BAUDVILLE	EMPLOYEE OF YEAR PLAQUE
16914	...0/2022	14,260.51	CARSON OIL CO INC	JANUARY 2022 FUEL
16915	...0/2022	1,964.00	Coast Printing & Stationery	JANUARY 2022 ROUTE BROCHURES
16916	...0/2022	153.42	COMCAST	JANUARY 2022
16917	...0/2022	3,532.14	DMG CONSULTANCY, LTD.	STAFFING PLAM GRANT 34998
16918	...0/2022	40.00	CENTURYLINK	JANUARY 2022
16919	...0/2022	90.54	Fred Meyer Customer Charges	JANUARY 2022
16920	...0/2022	2,504.28	GenXsys Solutions, LLC	MIKE'S LAPTOP
16921	...0/2022	275.00	KDEP-FM/KTIL-FM/KTIL-AM	JANUARY 2022 MARKETING
16922	...0/2022	1,196.78	Marie Mills Center, Inc	JANUARY 2022 JANITORIAL AT TRANSIT CENTER
16923	...0/2022	115.00	North Coast Lawn	JANUARY 2022 LAWN MAINT.
16924	...0/2022	9.00	OR DEPT OF MOTOR VEHICLES	JANUARY 2022 DRIVING RECORD
16925	...0/2022	332.17	Pacific Office Automation	JANUARY 2022 TCTD COPIES
16926	...0/2022	97.22	PORTLAND GENERAL	JANUARY 2022
16927	...0/2022	59.00	SUNFLOWER FLATS	JANUARY 2022-EMPLOYEE RECOGNITION
16928	...0/2022	7,734.00	TRAVELERS	CYBER INSURANCE 2022
16929	...0/2022	1,395.82	TRILLIUM SOLUTIONS, INC.	NWOTA MARKETING
16929	...0/2022	740.00	TRILLIUM SOLUTIONS, INC.	NWOTA MARKETING
16929	...0/2022	810.00	TRILLIUM SOLUTIONS, INC.	NWOTA MARKETING
16930	...0/2022	3,109.28	CARDMEMBER SERVICE	JANUARY 2022
16931	...0/2022	392.95	VERIZON	JANUARY 2022
16932	...0/2022	850.00	WAVE	JANUARY 2022
16933	...4/2022	125.00	ALL CLEAR AUDIO AND GLASS LLC	BUS 301 AND 308 WINDSHIELD REPAIR
16934	...4/2022	316.20	ALSCO - Portland Linen	JANUARY 2022 MATT SERVICE
16935	...4/2022	235.92	Batteries Northwest	JANUARY 2022 BATTERIES
16936	...4/2022	150.00	Burden's Muffler & Towing	JANUARY 2022 TOW VAN 104
16937	...4/2022	94.80	CAR CARE SPECIALISTS, INC.	JANUARY 2022 DEF
16938	...4/2022	120.95	CINTAS	JANUARY 2022 MATTS AND UNIFORMS
16939	...4/2022	712.89	O'REILLY AUTOMOTIVE STORES	JANUARY 2022 SHOP INVENTORY
16940	...4/2022	314.81	DANIELLE AMAYA	TROLLEY SHUTTLE FROM COOS BAY
16941	...4/2022	231.64	FleetPride, Inc.	JANUARY 2022 SHOP INVENTORY
16942	...4/2022	1,451.42	Les Schwab Tire Center	JANUARY 2022 TIRES
16943	...4/2022	902.80	DAVISON AUTO PARTS, INC.	JANUARY 2022 SHOP INVENTORY
16944	...4/2022	1,050.00	NATHAN LEVIN	MARCH 2022
16944	...4/2022	25.00	NATHAN LEVIN	JANUARY 2022 BALANCE DUE FOR RATE CHANGE
16944	...4/2022	1,050.00	NATHAN LEVIN	FEBRUARY 2022
16945	...4/2022	24.00	NEW AGE CAR WASH	JANUARY 2022 VAN WASHES
16946	...4/2022	436.85	PREMIER TRUCK GROUP	JANUARY 2022 INJECTOR, DOSER
16946	...4/2022	46.29	PREMIER TRUCK GROUP	JANUARY 2022 KIT/HARWARE
16947	...4/2022	98.16	Tillamook Motor Co.	JANUARY 2022
16948	...5/2022	24,709.00	COOS COUNTY AREA TRANSIT	TROLLEY
16949	...5/2022	250.00	NATHAN LEVIN	TRUE UP BALANCE DUE
16950	...8/2022	250.00	ABILA	FEBRUARY 2022 CLOUD STORAGE
16951	...8/2022	55.00	BIO-MED TESTING SERVICE, INC.	FEBRUARY 2022 DRUG SCREENS
16952	...8/2022	58.91	CINTAS	02/08/2022 UNIFORMS AND SHOP TOWELS
16952	...8/2022	75.36	CINTAS	02/15/2022 SHOP TOWELS & UNIFORMS
16953	...8/2022	50.00	Gary A. Hanenkrat	FEBRUARY 2022
16954	...8/2022	656.25	GenXsys Solutions, LLC	FEBRUARY 2022
16954	...8/2022	3,000.00	GenXsys Solutions, LLC	FEBRUARY 2022
16955	...8/2022	50.00	JACKIE EDWARDS	FEBRUARY 2022
16956	...8/2022	199.00	Jacobs Engineering Group INC	CHAMPION PARK APTS GRANT 34225
16957	...8/2022	3,952.50	JORDAN SCHRADER RAMIS, PC	LEGAL INCLUDING CHAMPION PARK

Tillamook County Transportation District

Check/Voucher Register
 1001 - General Checking Account
 From 2/1/2022 Through 2/28/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16958	...8/2022	50.00	JUDY RIGGS	FEBRUARY 2022
16959	...8/2022	673.10	LEWIS AUDIO VIDEO, INC.	BOARD ROOM SET UP
16960	...8/2022	50.00	Linda Adler	FEBRUARY 2022
16961	...8/2022	50.00	MARTY HOLM	FEBRUARY 2022
16962	...8/2022	50.00	MARY JOHNSON	FEBRUARY 2022
16963	...8/2022	50.00	MELISSA CARLSON-SWANSON	FEBRUARY 2022
16964	...8/2022	243.77	Office Depot Credit Plan	FEBRUARY 2022
16964	...8/2022	80.65	Office Depot Credit Plan	FEBRUARY 2022
16964	...8/2022	19.98	Office Depot Credit Plan	FEBRUARY 2022
16964	...8/2022	13.67	Office Depot Credit Plan	FEBRUARY 2022
16964	...8/2022	27.93	Office Depot Credit Plan	FEBRUARY 2022
16964	...8/2022	36.57	Office Depot Credit Plan	FEBRUARY 2022
16965	...8/2022	225.22	Pacific Office Automation	FEBRUARY 2022 TCTD
16966	...8/2022	48.98	TILLAMOOK FARMERS COOP	SHOP SUPPLIES
16967	...8/2022	1,687.60	TRILLIUM SOLUTIONS, INC.	NWOTA WEBSITE
16967	...8/2022	712.01	TRILLIUM SOLUTIONS, INC.	NWOTA MARKETING
16968	...8/2022	49.95	VANIR BROADBAND, INC.	FEBRUARY 2022
16969	...1/2022	93,238.00	NORTHWEST BUS SALES, INC.	BUS 209 GRANT 34242
16970	...1/2022	12,600.00	TRILLIUM SOLUTIONS, INC.	ANNUAL SWIFTLY SUPPORT
16971	...8/2022	360.00	Integrated Services	REFUND CK 26960
Report Total		190,702.11		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 2/1/2022 Through 2/28/2022

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5690	2/9/2022	TABATHA WELCH
5691	2/9/2022	SPECIAL DISTRICTS INS. SERVICE
5692	2/9/2022	HRA VEBA TRUST
5693	2/9/2022	PACIFIC SOURCE
5694	2/10/2022	ATU LOCAL #757
5695	2/22/2022	CHAD SHARP
5696	2/28/2022	ATU LOCAL #757

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 2/1/2022 Through 2/28/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3428	2/8/2022	2,375.79	JANNA SMITH	NWR VOLUNTEERS
3429	2/8/2022	2,911.68	JOHN REKART JR	NWR VOLUNTEERS
3430	2/8/2022	3,761.49	KANDIS LIDAY	NWR VOLUNTEERS
3431	2/8/2022	2,000.38	LEANN CHUINARD	NWR VOLUNTEERS
3432	2/8/2022	218.00	MEDIX AMBULANCE	PROVIDER TRANSPORTTION
3433	2/8/2022	2,758.90	SEAN REKART	NWR VOLUNTEERS
3434	2/8/2022	2,718.75	WILLIAM NERENBERG	NWR VOLUNTEERS
3435	...0/2022	52.75	CENTURYLINK	JANUARY 2022
3436	...0/2022	47,437.19	TILLAMOOK CNTY TRANS. DIST.	JANUARY 2022 PAYROLL AND BENEFITS
3437	...0/2022	734.05	TILLAMOOK CNTY TRANS. DIST.	JANUARY 2022 RENT/UTILITIES
3438	...0/2022	271.72	CARDMEMBER SERVICE	JANUARY 2022
3439	...0/2022	2,216.20	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3440	...0/2022	4,351.10	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3441	...0/2022	3,735.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3442	...0/2022	22,537.60	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3443	...0/2022	1,083.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3444	...0/2022	8,843.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3445	...0/2022	8,314.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3446	...0/2022	9,796.75	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3447	...0/2022	10,399.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3448	...0/2022	11,144.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3449	...0/2022	724.19	WAVE	JANUARY 2022
3450	...0/2022	544.57	JOY WINKELHAKE	NWR VOLUNTEERS
3451	...8/2022	59.99	Office Depot Credit Plan	FEBRUARY 2022
3452	...8/2022	225.22	Pacific Office Automation	FEBRUARY 2022 NWR
3453	...1/2022	2,721.25	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3453	...1/2022	1,973.60	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3453	...1/2022	2,793.00	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3454	...1/2022	5,279.80	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3454	...1/2022	6,647.60	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3454	...1/2022	4,852.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3455	...1/2022	3,118.30	K & M MEDIVAN	PROVIDER TRANSPORTATION
3455	...1/2022	6,327.80	K & M MEDIVAN	PROVIDER TRANSPORTATION
3455	...1/2022	4,542.10	K & M MEDIVAN	PROVIDER TRANSPORTATION
3456	...1/2022	3,068.50	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3456	...1/2022	3,653.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3457	...1/2022	5,523.20	METRO WEST	PROVIDER TRANSPORTATION
3458	...1/2022	22,627.25	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3458	...1/2022	19,589.45	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3458	...1/2022	26,673.95	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3458	...1/2022	20,159.05	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3459	...1/2022	540.00	SUNSET EMPIRE TRANSIT	JAN BUS PASSES
3460	...1/2022	5,904.55	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3461	...5/2022	1,439.30	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3462	...5/2022	5,482.00	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3463	...5/2022	5,758.60	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3463	...5/2022	7,711.40	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3464	...5/2022	6,027.90	K & M MEDIVAN	PROVIDER TRANSPORTATION
3464	...5/2022	3,032.40	K & M MEDIVAN	PROVIDER TRANSPORTATION
3464	...5/2022	5,280.30	K & M MEDIVAN	PROVIDER TRANSPORTATION
3465	...5/2022	209.00	MEDIX AMBULANCE	NWR PHONES JUNE

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 2/1/2022 Through 2/28/2022

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4453	2/1/2022	1,125.00	CHRISSY'S CLEANING SERVICE	JAN 2022
4454	...0/2022	523.87	Marie Mills Center, Inc	JANUARY 2022 JANITORIAL AT 3RD ST
4454	...0/2022	56.79	Marie Mills Center, Inc	JANUARY 2022 JANITORIAL AT 3RD ST
4455	...0/2022	425.00	North Coast Lawn	JANUARY 2022 LAWN MAINT.
4456	...0/2022	210.14	TILLAMOOK CITY UTILITIES	JANUARY 2022
4457	...0/2022	171.75	CITY SANITARY SERVICE	JANUARY 2022 GARBAGE
4458	...8/2022	874.33	JNB MECHANICAL, INC.	HVAC
4458	...8/2022	156.50	JNB MECHANICAL, INC.	HVAC
4459	...1/2022	<u>1,588.00</u>	JNB MECHANICAL, INC.	HVAC SERVICE
Report Total		<u>5,131.38</u>		

Date	Vendor	UMPQUA BANK: CLOSING DATE 02/23/2022 Description of Transaction	Amount
DOUG PILANT			
01/27/22	Virtual postmail.com	Postage	\$25.00
01/29/22	Zoom	Virtual Meetings	\$40.00
02/14/22	The Fish Peddler	Meeting/Off-Site Personnel	\$42.28
02/20/22	Portside Bistro	Meeting/Off-Site Personnel	\$39.20
			\$146.48
CATHY BOND			
01/25/22	Hipaa Group Inc	NWR Training	\$25.00
01/28/22	Language Line	NWR Phones	\$35.55
01/31/22	Headsets. Com	NWR Computer	\$199.00
02/02/22	Endicia	NWR Postage	\$9.95
02/05/22	Adobe Acropro	NWR Computer	\$24.99
02/12/22	Language Line	NWR Phones	\$15.80
			\$310.29
SHANNON WAKEMAN			
01/26/22	SDAO Event	Credit SDAO conference	\$75.00
02/16/22	Main street Pizza	Employee Appreciation	\$69.55
02/16/22	Amazon Prime	Monthly Subscription	\$12.99
02/16/22	Facebook	Recruitment (Lot Attendant)	\$87.09
02/17/22	Pacific Restaurant	Meals/Board Meeting	\$44.85
			\$139.48
MIKE REED			
01/25/22	Amazon	Shop Inventory	\$64.97
02/22/22	Amazon	Shop Inventory	\$140.23
			\$205.20
TABATHA WELCH			
01/26/22	Amazon	Office Supplies	\$57.23
01/26/22	Amazon	Driver Supplies	\$69.00
01/26/22	Amazon	Office Supplies	\$18.89
01/28/22	Werner Beef and Brew	Meals/Meeting	\$20.00
01/28/22	Amazon	Office Supplies	\$10.43
01/31/22	Crescent Station	Employee Luncheon	\$33.00
01/31/22	Alices Country House	Employee Appreciation	\$25.00
02/01/22	Indeed	Recruitment(Lot Attendant)	\$130.51
02/02/22	Amazon	Covid Tests	\$269.70
02/04/22	Amazon	Office Supplies	\$59.12
02/06/22	Safeway	Employee Appreciation	\$19.98
02/07/22	The Fern	Meals/Staff Meeting	\$40.12
02/10/22	Amazon	Office Supplies	\$19.99
02/10/22	City Of Tillamook	Water/Sewer for Transit Center	\$150.00
02/13/22	HULU	Monthly Subscription	\$69.99
02/15/22	Amazon	Office Supplies	\$10.66
02/15/22	PP Tillamook	Meals/Meeting	\$20.00
02/15/22	Endicia	Postage	\$24.99
02/16/22	Amazon	Office Supplies	\$15.72
02/18/22	Fredpryor Careertrack	Training/Kendra	\$99.00
02/18/22	Fredpryor Careertrack	Training/Kendra	\$99.00
02/22/22	Amazon	Office Supplies	\$29.95
			\$1,292.28
STATEMENT TRUE UP			FEE
Charges total			\$2,093.73
Grand Total			\$2,093.73

APPROVAL

DATE



February 2022 Statement

Open Date: 01/26/2022 Closing Date: 02/23/2022

Account:

Visa® Company Card with Rewards
TILLAMOOK CNTY TRANS (CPN 001469460)

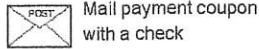
Cardmember Service 1-866-552-8855
BUS 30 ELN 8 15

New Balance	\$2,093.73
Minimum Payment Due	\$21.00
Payment Due Date	03/22/2022

Activity Summary		
Previous Balance	+	\$3,381.00
Payments	-	\$3,381.00 ^{CR}
Other Credits	-	\$75.00 ^{CR}
Purchases	+	\$2,168.73
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$2,093.73
Past Due		\$0.00
Minimum Payment Due		\$21.00
Credit Line		\$10,000.00
Available Credit		\$7,906.27
Days in Billing Period		29

Reward Points	
Earned This Statement	2,517
Reward Center Balance as of 02/22/2022	45,402
For details, see your rewards summary.	

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460

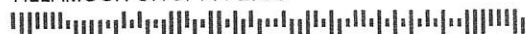


24-Hour Cardmember Service: 1-866-552-8855

☎ to pay by phone
☎ to change your address

000034214 01 SP 000638107315604 P Y

TILLAMOOK CNTY TRANS
ACCOUNTS PAYABLE
3600 3RD ST STE A
TILLAMOOK OR 97141-2730



Account Number	
Payment Due Date	3/22/2022
New Balance	\$2,093.73
Minimum Payment Due	\$21.00

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408



Visa Business Rewards Company Card
Rewards Center Activity as of 02/22/2022

Rewards Center Activity*	0
Rewards Center Balance	45,402

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	1,669	4,457
Gas, Restaurants & Telecom Double Points	848	2,026
Total Earned	2,517	6,483

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

PAY TAXES WITH YOUR CARD. It's a fast, easy and secure way to pay your federal and state taxes. **FAST** - Pay instantly online. **EASY** - Your payment is processed right away and confirmed with an electronic receipt. **SECURE** - No worries about your payment getting lost or stolen in the mail. **REWARDING** - You will earn points for every net dollar you pay on your taxes with your card. Learn more at officialpayments.com.

Transactions PILANT, DOUGLAS Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/27	01/27	4937	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
01/31	01/29	8607	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
02/15	02/14	0388	SQ *THE FISH PEDDLER A Bay City OR	\$42.28	_____
02/22	02/20	0205	TST* GARIBALDI PORTSID GARIBALDI OR	\$39.20	_____
Total for Account				\$146.48	

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/26	01/25	9031	SQ *HIPAA GROUP, INC gosq.com FL	\$25.00	_____
01/31	01/28	7093	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
02/01	01/31	2763	HEADSETS.COM WWW.HEADSETS. TN	\$199.00	_____

Continued on Next Page

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
02/03	02/02	2702	ENDICIA 800-576-3279 CA	\$9.95	_____
02/07	02/05	3318	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
02/14	02/12	7314	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____
Total for Account				\$310.29	

Transactions REED, MICHAEL Credit Limit \$3500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/26	01/25	6231	Amazon.com*706531E13 Amzn.com/bill WA	\$64.97	_____
02/23	02/22	8910	AMZN Mktp US*118QQ9F60 Amzn.com/bill WA	\$140.23	_____
Total for Account				\$205.20	

Transactions WELCH, TABATHA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
01/27	01/26	2161	AMAZON.COM*461HD8Q13 A AMZN.COM/BILL WA	\$57.23	_____
01/27	01/26	8600	AMZN Mktp US*NK2W12IL3 Amzn.com/bill WA	\$69.00	_____
01/27	01/26	9882	AMZN Mktp US*HG0I98ZN3 Amzn.com/bill WA	\$18.89	_____
01/31	01/28	2468	WERNER GOURMET MEAT SN TILLAMOOK OR	\$20.00	_____
01/31	01/28	3347	AMZN Mktp US*GX1L88DP3 Amzn.com/bill WA	\$10.43	_____
02/01	01/31	5454	IN *CRESCENT STATION TILLAMOOK OR	\$33.00	_____
02/01	01/31	3950	TST* ALICES COUNTRY HO TILLAMOOK OR	\$25.00	_____
02/02	02/01	6089	INDEED 203-564-2400 CT	\$130.51	_____
02/02	02/02	4366	AMZN Mktp US*MO9YB6383 Amzn.com/bill WA	\$269.70	_____
02/04	02/04	3623	AMZN Mktp US*KA9707Q13 Amzn.com/bill WA	\$59.12	_____
02/08	02/06	0497	SAFEWAY #2723 TILLAMOOK OR	\$19.98	_____
02/09	02/07	9983	CKE*The Fern Cafe ECOM 503-8424133 OR	\$40.12	_____
02/11	02/10	8709	AMZN Mktp US*L42CB5QF3 Amzn.com/bill WA	\$19.99	_____
02/11	02/10	5646	SQ *CITY OF TILLAMOOK 877-417-4551 OR	\$150.00	_____
02/14	02/13	8471	HLU*Hulu 1934589740411 HULU.COM/BILL CA	\$69.99	_____
02/16	02/15	8979	AMAZON.COM*5E2Q97DX3 A AMZN.COM/BILL WA	\$10.66	_____
02/16	02/15	4563	PP*TILLAMOOKDU TILLAMOOK OR	\$20.00	_____
02/16	02/15	8108	ENDICIA 800-576-3279 CA	\$24.99	_____
02/16	02/16	1716	AMZN Mktp US*L63RU2A73 Amzn.com/bill WA	\$15.72	_____
02/22	02/18	2596	FREDPRYOR CAREERTRACK 800-5563012 KS	\$99.00	_____
02/22	02/18	2519	FREDPRYOR CAREERTRACK 800-5563012 KS	\$99.00	_____
02/23	02/22	9211	AMZN Mktp US*012721773 Amzn.com/bill WA	\$29.95	_____

Continued on Next Page

Transactions WELCH, TABATHA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Total for Account				\$1,292.28	

Transactions WAKEMAN, SHANNON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
01/27	01/26	0477	EVENT* 2022 SDAO ANNUA WWW.CVENT.COM VA MERCHANDISE/SERVICE RETURN	\$75.00	CR
Purchases and Other Debits					
02/17	02/16	3608	MAIN STREET PIZZA TILLAMOOK OR	\$69.55	
02/17	02/16	1656	Amazon Prime*1B37K22L1 Amzn.com/bill WA	\$12.99	
02/17	02/16	7337	FACEBK *F8KHBB7AC2 fb.me/ads CA	\$87.09	
02/22	02/17	0370	PACIFIC RESTAURANT TILLAMOOK OR	\$44.85	
Total for Account				\$139.48	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
02/10	02/10	8	PAYMENT THANK YOU	\$271.72	CR
02/10	02/10	8	PAYMENT THANK YOU	\$3,109.28	CR
Total for Account				\$3,381.00	CR

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$3.54
Total Interest Charged in 2022	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	12.24%	
**PURCHASES	\$2,093.73	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

JAN 2022

RIDERSHIP BY SERVICE TYPE	JAN 2022	JAN 2021	YTD FY 21-22	YTD FY 20-21	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	841	693	5,942	5,657	5.0%
NW Rides	533	493	3,338	3,061	9.0%
Dial-A-Ride Total	1,374	1,186	9,280	8,718	6.4%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	2,709	2,533	19,176	18,636	2.9%
Rt 2A: Netarts/Oceanside	231	501	2,519	3,117	-19.2%
Rt 2B: Port of Tillamook Bay	162	0	638	0	#DIV/0!
Rt 3: Manzanita/Cannon Beach	1,065	1,841	10,414	13,627	-23.6%
Rt 4: Lincoln City	427	749	4,354	5,527	-21.2%
Local Fixed Rt Total	4,594	5,624	37,101	40,907	-9.3%
<u>Intercity Service</u>					
Rt 5: Portland	375	361	3,670	3,132	17.2%
Rt 60X: Salem	612	616	4,531	3,956	14.5%
Rt 70X: Grand Ronde	264	258	2,088	1,893	10.3%
Inter City Total	1,251	1,235	10,289	8,981	14.6%
<u>Other Services</u>					
Tripper Routes	11	45	79	255	-69.0%
Special Bus Operations	0	0	1,125	516	118.0%
Other Services Total	11	45	1,204	771	56.2%
TOTAL ALL SERVICES	7,230	8,090	57,874	59,377	-2.5%

ONE-WAY TRIPS BY USER GROUP	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 21-22	FY 20-21	Change
General (18 years to 60 years of age)	3,520	220	30,488	31,898	-4.4%
Senior/Disabled	1,939	1,099	23,433	23,317	0.5%
Child/Youth (less than 18 years of age)	479	55	3,953	4,163	-5.0%
Total	5,938	1,374	57,874	59,377	-2.5%

OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 21-22	FY 20-21	Change
Ride Connection	72		561	418	34.2%
Tillamook Bay Community College	65		292	919	-68.2%
NWOTA Visitor Pass	43		960	523	83.6%
NW Rides		458	3,120	2,741	13.8%
Amtrak/Greyhound	64		803	377	113.0%

2/25/2022

01-22 RIDERSHIP REPORT.xlsx

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
------------------	------------------------	------------------	-------------------------------

Dial-A-Ride Services

Jan-20	1.5	46.8%	87.70
Oct-21	1.5	55.2%	88.30
Nov-21	1.5	56.7%	86.44
Dec-21	1.5	56.7%	86.44
Jan-21	1.5	46.1%	102.61
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Jan-20	3.9	4.5%	88.50
Oct-21	4.4	7.7%	88.14
Nov-21	4.4	7.3%	86.47
Dec-21	4.4	7.3%	86.47
Jan-21	4.2	5.5%	103.08
STANDARD	7.0	12.4%	64.60

Intercity Services

Jan-20	1.7	8.5%	99.73
Oct-21	2.3	12.0%	100.09
Nov-21	2.1	11.8%	98.17
Dec-21	2.1	11.8%	98.17
Jan-21	2.0	8.7%	118.87
STANDARD	2.9	31.5%	72.86

Other Services

Jan-20	2.7	0.9%	75.56
Oct-21	3.3	1.0%	79.95
Nov-21	3.3	1.0%	78.64
Dec-21	3.3	1.0%	78.64
Jan-21	3.2	0.3%	92.22
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2A Oceanside, 2B POTB, 3 Manzanita/Cannon Beach,
 4 Lincoln City
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers, Special Bus Operations/PC Free Shuttle

Tillamook County Transportation District
Actual FY 2020/2021

Year-to-Date Statistics and Performance

Route/Run	Thru Jan 2022										2/22/2022					
	YTD Fare Revenue (\$)	YTD Passngs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngs per Hour	Farebox Ratio	Passngr/\$ Subsidy	Average Fare (\$)	Revenue/Service Hour (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	41,115	5,942	2,773	3,439	54,971	41,932	155,107	9,702	67,267	274,009	98.82	2.1	15.0%	0.03	6.92	14.83
NW Rides	261,286	3,338	3,624	4,462	95,858	73,121	202,701	12,679	93,869	382,370	105.52	0.9	68.3%	0.03	78.28	72.10
Total DAR	302,401	9,280	6,397	7,901	150,829	115,053	357,808	22,382	161,136	656,379	102.61	1.5	46.1%	0.03	32.59	47.27
<u>Deviated Route</u>																
01 Town Loop	19,251	19,176	2,574	2,959	38,664	29,493	143,998	9,007	59,379	241,878	93.96	7.4	8.0%	0.09	1.00	7.48
2A Netarts/Oceanside	3,435	2,519	872	1,078	18,746	14,299	48,777	3,051	21,515	87,642	100.51	2.9	3.9%	0.03	1.36	3.94
2B Port of Tillamook Bay	680	638	305	336	4,911	3,746	17,066	1,068	7,118	28,998	95.05	2.1	2.3%	0.02	1.07	2.23
03 Manzanita	17,053	10,414	2,923	3,237	78,319	59,742	166,508	7,193	75,955	309,398	105.87	3.6	5.5%	0.04	1.64	5.84
04 Lincoln City	9,127	4,354	2,056	2,298	69,226	52,806	115,305	6,883	56,937	231,931	112.82	2.1	3.9%	0.02	2.10	4.44
Total Deviated Route	49,546	37,101	8,730	9,907	209,867	160,087	491,655	27,202	220,904	899,847	103.08	4.2	5.5%	0.04	1.34	5.68
<u>Intercity</u>																
05 Portland	36,442	3,670	1,967	2,088	65,940	50,299	116,915	6,883	54,406	228,503	116.16	1.9	15.9%	0.02	9.93	18.53
60X Salem	13,104	4,531	1,955	2,392	77,863	59,394	116,178	6,839	57,126	239,538	122.54	2.3	5.5%	0.02	2.89	6.70
70X Grand Ronde	3,761	2,088	1,239	1,555	43,034	32,826	73,628	4,334	34,637	145,425	117.39	1.7	2.6%	0.01	1.80	3.04
Total Intercity	53,307	10,289	5,161	6,035	186,837	142,520	306,721	18,057	146,168	613,466	118.87	2.0	8.7%	0.02	5.18	10.33
<u>Other Services</u>																
Trippers	97	79	33	67	439	335	1,854	116	749	3,053	92.14	2.4	3.2%	0.03	1.23	2.93
Special Bus Operation	0	1,125	345	394	4,588	3,500	19,281	1,206	7,804	31,791	92.23	3.3	0.0%	0.04	0.00	0.00
Total Other Services	97	1,204	378	460	5,027	3,835	21,135	1,322	8,553	34,844	92.22	3.2	0.3%	0.03	0.08	0.26
Total TCTD Services	405,351	57,874	20,665	24,303	552,560	421,494	1,177,319	68,962	536,761	2,204,537	106.68	2.80	18.4%	0.03	7.00	19.62
										Total Mileage, Labor & Direct Cost		1,667,776		32.2%		

Tillamook County Transportation District
FY2021 to FY 21/22 **Year-Over-Year Comparison**

Route/Run	Thru Jan 2022			Thru Jan 2022			Thru Jan 2022			Thru Jan 2022			Thru Jan 2022			
	20/21	20/22	Amount Difference	Percent Difference	20/21	20/22	Amount Difference	Percent Difference	20/21	20/22	Amount Difference	Percent Difference	20/21	20/22	Amount Difference	Percent Difference
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	20,708	41,115	20,407	98.5%	5,657	5,942	285	5.0%	2,535	2,773	238	9.4%	210,522	274,009	63,487	30.2%
NW Rides	216,289	261,286	44,997	20.8%	3,061	3,338	277	9.0%	3,237	3,624	387	11.9%	295,690	382,370	86,680	29.3%
Total DAR	236,997	302,401	65,404	27.6%	8,718	9,280	562	6.4%	5,772	6,397	624	10.8%	506,212	656,379	150,167	29.7%
<u>Deviated Route</u>																
01 Town Loop	11,593	19,251	7,658	66.1%	18,636	19,176	540	2.9%	2,686	2,574	-112	-4.2%	210,788	241,878	31,090	14.7%
2A Netarts/Oceanside	3,114	3,435	321	10.3%	3,117	2,519	-598	-19.2%	1,414	872	-542	-38.3%	122,408	87,642	-34,766	-28.4%
2B Port of Tillamook Bay	0	680	680	#DIV/0!	0	638	638	#DIV/0!	0	305	305	#DIV/0!	-1	28,998	28,999	#####
03 Manzanita	17,337	17,053	-284	-1.6%	13,627	10,414	-3,213	-23.6%	3,869	2,923	-947	-24.5%	349,503	309,398	-40,105	-11.5%
04 Lincoln City	9,497	9,127	-370	-3.9%	5,527	4,354	-1,173	-21.2%	2,474	2,056	-418	-16.9%	241,587	231,931	-9,656	-4.0%
Total Local Fixed Route	41,541	49,546	8,005	19.3%	40,907	37,101	-3,806	-9.3%	10,444	8,730	-1,714	-16.4%	924,285	899,847	-24,437	-2.6%
<u>Intercity</u>																
05 Portland	28,873	36,442	7,569	26.2%	3,132	3,670	538	17.2%	2,078	1,967	-111	-5.3%	199,855	228,503	28,648	14.3%
60X Salem	12,094	13,104	1,010	8.4%	3,956	4,531	575	14.5%	1,914	1,955	41	2.1%	199,307	239,538	40,231	20.2%
70X Grand Ronde	3,181	3,761	580	18.2%	1,893	2,088	195	10.3%	1,222	1,239	17	1.4%	120,754	145,425	24,672	20.4%
Total Intercity	44,148	53,307	9,159	20.7%	8,981	10,289	1,308	14.6%	5,213	5,161	-52	-1.0%	519,916	613,466	93,550	18.0%
<u>Other Services</u>																
Trippers	204	97	-107	-52.5%	255	79	-176	-69.0%	66	33	-33	-49.6%	5,045	3,053	-1,992	-39.5%
Special Bus Operation	0	0	0	#DIV/0!	516	1,125	609	118.0%	224	345	120	53.7%	16,869	31,791	14,922	88.5%
Total Other Services	204	97	-107	-52.5%	771	1,204	433	56.2%	290	378	88	30.3%	21,914	34,844	12,931	59.0%
Total TCTD Services	322,890	405,351	82,461	25.5%	59,377	57,874	-1,503	-2.5%	21,719	20,665	-1,054	-4.9%	1,972,326	2,204,537	232,211	11.8%

nwCONNECTOR

Coordinating Committee **Zoom** Meeting

March 11, 2022

10:00 am—12:00 pm





Join Zoom Meeting:

<https://us02web.zoom.us/j/87552290259>

Call In: 1 253 215 8782

Meeting ID: 875 5229 0259

Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:25a	2. Consent Calendar (Action Items)  February Meeting Minutes (Attached)  Financial Report  Ridership Tracking	Doug Pilant/All
10:25— 11:15a	3. NWOTA Standing Items  Marketing Report  Open Trip Planner Update  Bus Stop Project	Juliet Eldred Chris Perry Doug Pilant
11:15 – 11:35a	4. FY 2022-2023 Budget Drafting	All
11:35- 11:45a	5. FMCSA Driver Training Requirements	All
11:45- 11:50a	6. Bicycle Policy	All
11:50- 12:00p	7. Other Business and Member Updates	All

Attachments:

February Meeting Minutes
Ridership/Passenger Mile Tracking
Financial Report

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

www.nwconnector.org



Northwest Oregon Transit Alliance
Friday, February 11, 2022 Meeting Minutes

Meeting was called to order at 10:03am.

Attending: Arla Miller, Cynda Bruce, Paul Lewicki, Jeff Hazen, Brad Dillingham, Juliet Eldred, Doug Pilant, Thomas Craig, Sarah Lu Heath

Consent Calendar:

Reviewed; motion to approve by Cynda Bruce, seconded by Brad Dillingham, unanimous passage.

Marketing update presented by Juliet Eldred:

Continued increase in followers based on two paid ads. Next month Juliet will bring demographic and user data from our website.

Open Trip Planner Discussion:

Thomas Craig joined the NWOTA group to provide updates on his professional status and the global perspective on open trip planner infrastructure. From his prospective working on a global team of open source, open trip planner developers is that we could still anticipate hosting costs to decrease but not sooner than two years from now. Things that could help would include other transit districts in the region joining NWOTAs open trip planner hosting and cost sharing or international projects coming online that would drive competition in hosting globally. At this time, he estimates a reasonable hosting cost for our project to be \$12-15,000 annually.

If hosting costs for open trip planner were to be untenable for the NWOTA we could revert to previous tools and only lose tools that integrate microtransit and allow for advanced planning. There would be a small fee to re-code the website of \$1-2,000.

Agencies that may want to initiate open trip planner and share hosting costs: Coos County, Clackamas County, Canby Area Transit, Sandy Area Metro, SMART, South Clackamas Transportation District, and Hopelink in the Puget Sound

Doug Pilant requested that Thomas Craig follow-up with NWOTA if a letter of support from the alliance would benefit the ITS4US project.

Bus Stop Project:

Arla Miller updated the group: FTA has received our letter and will review DCEs for the project. Doug Pilant will continue to develop a workplan for the project.

FMCSA Driver Training Requirements:

SETD is worried about their current trainer leaving their position. Overall, these new regulations are exacerbating an already difficult labor market. Without these onerous new regulations, agencies have been cutting services due to a shortage of drivers. These regulations are costly and seem to be written

with freight drivers in mind without considering the impacts on transit. Jeff Hazen engages with PTAC who have formally requested a 60 day delay in enforcement of these new standards for transit agencies.

Microtransit

SETD has been working on different proposals for increasing microtransit options. These proposals will be presented to their board in the next few months.

TCTD is looking at services with less than 5 passengers per hour to consider leveraging the microtransit service model.

Lincoln County uses 'on-call' stop to service low ridership areas without driving around empty buses.

Updates

Benton Area Transit: working to maintain services during labor shortage. Starting work on post-pandemic marketing efforts.

Lincoln County: hired new driver in training and working through new driver training regulations

ODOT: staff shortages continue. ODOT has extended vehicle agreements through 12/31/23

Sunset Empire Transportation District: will working on a 27% reduced schedule; very worked about driver training regulations

Tillamook County: Propone project has broken ground and four new propane powered vehicles are on their way. Also recently received a new trolley to provide special bus operations and use in the Pacific City area. New rest break policy has been fully implemented. Once service has been fully restored, TBTd is looking at adding a new Route 5.

Meeting adjourned at 11:51 am.

Tillamook County Transportation District

Financial Statement

From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Resources						
Working Capital	3500	0.00	0.00	65,000.00	(65,000.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	36,000.00	163,121.00	(127,121.00)	22.06%
Transfer From General Fund	4911	0.00	155,731.00	234,188.00	(78,457.00)	66.49%
Transfer from STIF Fund	4918	0.00	7,830.00	618,035.00	(610,205.00)	1.26%
Total Resources		<u>9,820.00</u>	<u>199,561.00</u>	<u>1,080,344.00</u>	<u>(880,783.00)</u>	<u>18.47%</u>
Expenses						
Materials and Services						
Professional Services	5100	0.00	2,456.60	5,250.00	2,793.40	46.79%
Administrative Support	5101	0.00	12,453.04	25,000.00	12,546.96	49.81%
Website Maintenance	5102	1,687.60	24,187.60	50,350.00	26,162.40	48.03%
Marketing	5190	712.01	3,657.83	40,000.00	36,342.17	9.14%
Website Re-Design	5191	0.00	0.00	0.00	0.00	0.00%
Total Materials and Services		<u>2,399.61</u>	<u>42,755.07</u>	<u>120,600.00</u>	<u>77,844.93</u>	<u>35.45%</u>
Transfers						
Transfer to General Fund	9130	0.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	1,400.00	1,400.00	0.00%
Total Transfers		<u>0.00</u>	<u>3,000.00</u>	<u>4,400.00</u>	<u>1,400.00</u>	<u>68.18%</u>
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	6040	0.00	0.00	767,544.00	767,544.00	0.00%
Other Capital Projects	6050	0.00	146,851.38	187,800.00	40,948.62	78.19%
Total Capital Purchases		<u>0.00</u>	<u>146,851.38</u>	<u>955,344.00</u>	<u>808,492.62</u>	<u>15.37%</u>
Total Capital Outlay		<u>0.00</u>	<u>146,851.38</u>	<u>955,344.00</u>	<u>808,492.62</u>	<u>15.37%</u>

Monthly BOD Report w/YTD Budget & Variance

Page: 1

Date: 3/8/22 12:21:34 PM

Tillamook County Transportation District
Financial Statement

From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Total Expenses	<u>2,399.61</u>	<u>15,883.33</u>	<u>192,606.45</u>	<u>1,080,344.00</u>	<u>887,737.55</u>	<u>17.83%</u>

NW Connector Facebook Metrics: February-Marc 2022

Page Followers

Page Followers as of 03/03/22: 1,871

Page Followers as of 02/09/22: 1,793

Page Followers as of 01/10/22: 1,713

Page Followers as of 12/07/21: 1,579

Page Followers as of 11/09/21: 1,449

Page Followers as of 10/06/21: 1,382

Page Followers as of 9/09/21: 1,296

Page Followers as of 7/26/21: 1,063

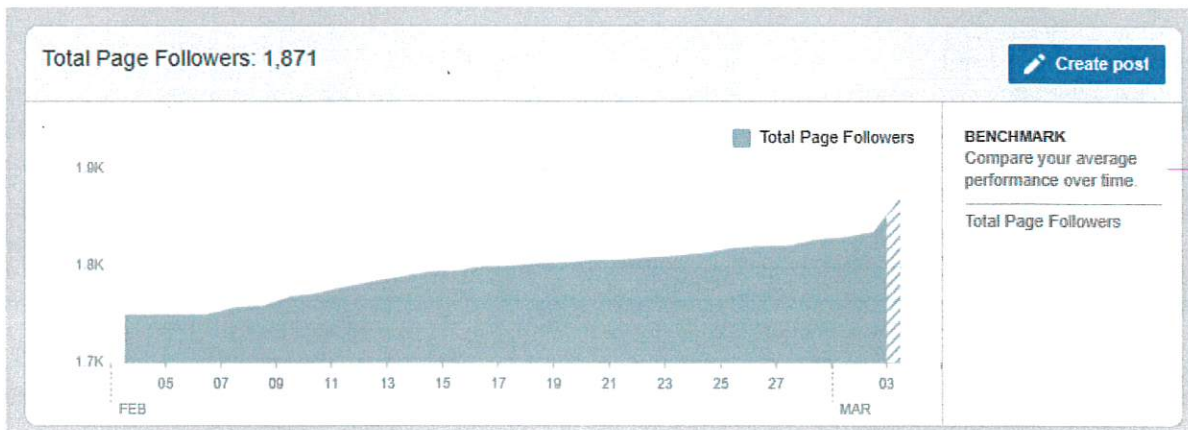
Page Followers as of 6/17/21: 950

Page followers as of 5/21/21: 733

Page Followers as of 4.15.21: 395

Page followers as of 3.17.21: 348

Page followers as of 2.17.21 (before paid promotion): 305



Ad #1: Promoting Facebook Page

Running from 02/07 through 03/07 at \$10/day

nw NW Connector
November 23 at 1:13 PM

The NW Connector's five transit agencies can get you to destinations across Northwest Oregon, including Portland, Tillamook, Astoria, Newport, Corvallis, and more!
Visit our page to learn more about how you can use our services.

From your **weekday** commute... ...to your **weekend** getaway

We're here to get you there.

nwCONNECTOR

NW Connector
The NW Connector is a coordinated regional transit system that includes 5 transit agencies i...

110 2 Comments

Like Comment Share

Performance

\$239.83 spent over 25 days.

Page Likes	Reach	7,218
95	Cost per Page Like	\$2.52

Activity

Post engagement	244
Post reactions	117
Page likes	95
Link clicks	93
Post shares	20
Post saves	8
Post comments	6

See Less ^

Audience

This ad reached 49,720 people in your audience.

People Placements Locations

49.6% Women 50.4% Men

Age Group	Percentage
13-17	~1%
18-24	~3%
25-34	~5%
35-44	~4%
45-54	~4%
55-64	~10%
65+	~25%

Audience details

Location - living in
United States

Age
18 - 65+

People who match
Interests: Outdoors, transit, KitchenAid, Bus, Architectural Digest, Trulia, NPR, Free public transport, Public transport, Trekking, Hiking, Walking..., Home equity, Apartments.com, House Hunting or Apartment List

Detailed targeting expansion
On

Edit Audience

Ad #2: Promoting NW Connector Website

Running from 02/07 through 03/08 at \$10/day

nw NW Connector
December 5 at 3:35 PM · 🌐

From the Oregon Coast to your daily commute, the NW Connector's five member agencies will get you where you need to go, serving key destinations in Newport, Corvallis, Astoria, Albany, Oceanside and more!

Visit our website to learn more about our services and plan your trip today.

NWOREGONTRANSIT.ORG
NW Connector – The Northwest Oregon Transit Alliance [Learn more](#)

👍 4 3 Shares

Performance

\$239.90 spent over 25 days.

Link clicks	Reach	32,393
499	Cost per Link Click	\$0.48

Activity

Post engagement	581
Link clicks	499
Post reactions	58
Post shares	11
Post saves	8
Post comments	5

[See Less ^](#)

Audience

This ad reached 32,393 people in your audience.

People Placements Locations

51.9% Women 48.1% Men

Audience details

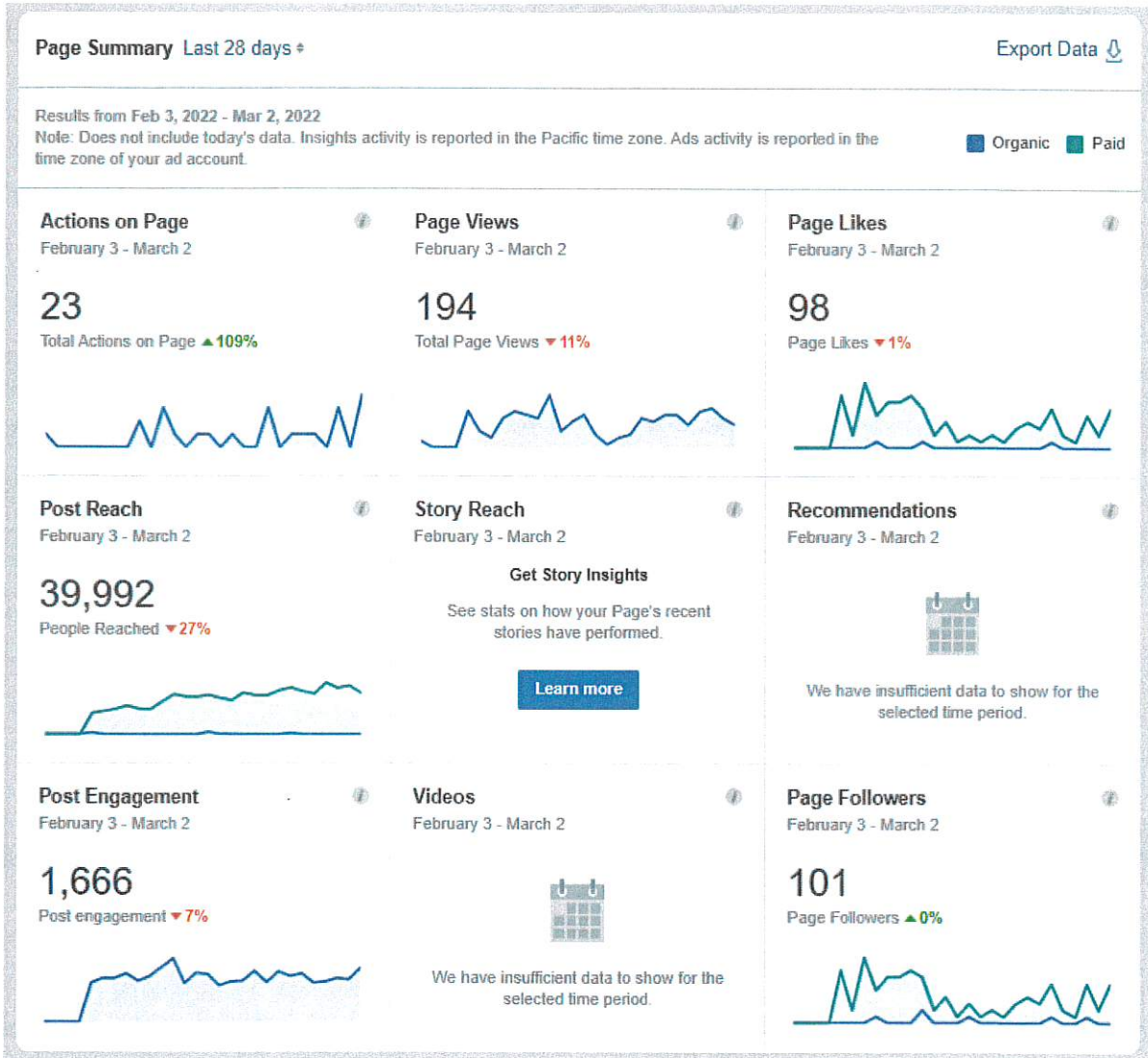
Location - living in
United States

Age
18 - 65+

People who match
Interests: Outdoors, transit, KitchenAid, Bus, Architectural Digest, Trulia, NPR, Free public transport, Public transport, Trekking, Hiking, Walking, Home equity, Apartments.com, House Hunting or Apartment List

[Edit Audience](#)

Additional Metrics



Policy Number: XXX
Policy: BICYCLE TRANSPORT
Approval Date:

I. Purpose

This policy establishes rules and procedures for transporting bicycles on Connector transit vehicles.

II. Rationale

Allowing bicycles on transit vehicles encourages the use of transit by facilitating “first mile/last mile” connections and supports intermodal coordination.

III. Policy

1. Only single-rider, two-wheeled, non-motorized bicycles are allowed.
2. Bicycles are to be loaded onto the bicycle racks attached to the front exterior of the vehicle.
3. If the bike rack on the vehicle front is full, a rider may bring their bicycle aboard the vehicle under the following circumstances:
 - a. In the driver’s judgment there is adequate open space in the vehicle to accommodate the bicycle without encroaching upon the occupied sitting or standing space of other riders.
 - b. The rider maintains control of the bicycle at all times.
 - c. The bicycle would be required to vacate the space as needed to accommodate riders using wheelchairs and other medical mobility devices, or if the bus becomes too crowded to safely accommodate the bicycle.
4. It is the responsibility of the rider to ensure that the bicycle is securely attached to the rack.
5. Riders are responsible for letting the driver know that they have a bicycle on the rack when they exit the vehicle.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, February 17, 2022 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 6:00 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Mary Johnson, Board Chair
Judy Riggs, Vice Chair
Jackie Edwards, Director
Linda Adler, Secretary (zoom)
Marty Holm, Director (zoom)
Gary Hanenkrat, Treasurer (zoom)
Melissa Carlson-Swanson, Director (zoom)

TCTD Staff

Doug Pilant, General Manager
Tabatha Welch, Finance Supervisor
Shannon Wakeman, Admin Assistant/ Board Clerk
Mike Reed, Operations Superintendent
Cathy Bond, NW Rides Brokerage Manager (zoom)

Guests

Arla Miller, ODOT
Kathy Kleczek, NW Transportation Options
Rachel Haggerty, Tillamook County Commissioners Chief of Staff
John Spence, Tillamook County Communications System Administrator
Jeff Hazen, SETD
Chris Kell, TCTD TAC

4. Announcements and Changes to Agenda: A revised agenda was distributed prior to the meeting which included two resolutions relating to the Vehicle Reserve Fund and the Property Management Fund.
5. Public & Guest Comments:
 - a. Rachel and John shared the background and illustrated the need and projected costs to build new county-wide public safety radio infrastructure. They estimate the overall cost of the build to be \$20 million, plus maintenance and replacement costs. They estimate the project is at least one year from appearing on a ballot and is currently gathering input on which governance and funding structures would be most desirable to users and the community.

- b. Kathy Kleczek thanked everyone who attended SDAO annual conference. Sessions are recorded and available online until May.

6. Executive Session: None

REPORTS

- 7. Financial Report: Finance Supervisor Tabatha Welch reviewed the TCTD year-to-date financial report through January 2022.
- 8. Service Measure Performance Report: GM Pilant gave the service performance report through December 2021.

Dir. Adler asked why college ridership is down so much. GM Pilant responded that he isn't sure, might still be COVID related. Haven't done outreach due to COVID. Kathy K added that Community College attendance across the state is down. Dir. Carlson-Swanson added that many classes are being offered and taken virtually. Dir. Adler added that there was also snowy weather in December.

Dir. Hanenkrat asked why the report was only through December. GM Pilant responded that the District is still closing out the month of January.

- 9. Northwest Oregon Transit Alliance: GM Pilant shared updates from the alliance. At the last meeting an update was shared on the NWOTA marketing plan, including a 300% increase in social media followers. The last meeting also included discussions on the website, and discussions on the FMCA driver training changes.
- 10. Planning & Development: GM Pilant shared the following updates:
 - a. Route 5 Coastliner- Waiting for the consultant to deliver the final report
 - b. Coordinated Plan- Had kick-off meeting
 - c. Customer Service Plan- Staff meets with consultant weekly and project continues evolving
- 11. Grant Funding: Several applications have been submitted for vehicle expansion and vehicle replacements, a bus stop in Hebo, and a Preventative Maintenance grant request, and requests for additional funding for renovations to the Transit Center.
- 12. Facility/Property Management: GM Pilant gave the following updates:
 - a. Transit Center: Waiting on final design for renovation
 - b. Propane Facility: Exciting changes are taking shape as fueling island is being constructed. Canopy is expected to arrive next week. A short-term storage tank will be used until permanent tanks are available, due to supply chain shortages
 - c. Champion Park Bus Stop: Project out for bid, which are due tomorrow 3/18/22
 - d. Pacific City Bus Stop: Still waiting for FTA to approve categorical exclusion
- 13. NW Ride Brokerage: Brokerage Manager Bond shared the following updates:
 - a. Still overcoming COVID distancing requirements for healthcare transportation.

- b. Wapato provider closed doors at end of year and donated vehicles to Ride Connection. Ride Connection also hired all Wapato staff and drivers. Very smooth transition.
- c. TCTD and NW Rides are implementing a new phone system to be in place by March 31, 2022. Also working to add call center features.
- d. Hired a new CSR who began in January. This makes brokerage fully staffed; position went unfilled for about a year and a half.

14. Miscellaneous:

- a. New trolley has arrived and has caused quite a splash locally. A lot of excitement has been expressed on social media and rental inquiries are already coming in.

Dir. Hanenkrat asked about a letter of support GM Pilant asked the Tillamook County Commissioners to fund purchase of two additional trolleys. GM Pilant confirmed that he requested the County Board of Commissioners provide a letter of support to strengthen a grant application. Dir. Hanenkrat stated that he was surprised to hear about this on the news.

Dir. Adler asked when the annual financial audit would be available. GM Pilant responded that the auditors have requested an extension. Due to COVID, they are short staffed and can't currently unable to meet their deadline. The extension has been granted.

CONSENT CALENDAR

- 15. Motion to Approve the Minutes of January 20, 2022, Regular Board Meeting
- 16. Motion to Accept the TCTD January 2022 Financial and Service Reports

Motion by Dir. Riggs to approve Consent Calendar. *Motion Seconded* by Dir. Edwards.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

ACTION ITEMS

- 17. Resolution #22-04 In the Matter of Authorizing the Transfer of Appropriations in the Amount of \$300,000 from the Contingency Line Item #5291 to the COVID Expense Line Item #5291.

Dir. Adler asked if this meant the bonus plan is being considered a COVID expense. GM Pilant responded affirmatively.

Dir. Holm pointed out that the contingency line item is 5290.

Motion by Dir. Holm to approve Resolution #22-04 In the Matter of Authorizing the Transfer of Appropriations in the Amount of \$300,000 from the Contingency Line Item #5291 to the COVID Expense Line Item #5291 with correction. *Motion Seconded* by Dir. Carlson-Swanson.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

18. Resolution #22-05 In the Matter of Reviewing and Approving the Continuation of the Vehicle Purchase Reserve Fund.

Dir. Adler asked what the next review period would be specified by the resolution. GM Pilant responded the next review in 2032; 10 years from now.

Motion by Dir. Holm to approve Resolution #22-05 In the Matter of Reviewing and Approving the Continuation of the Vehicle Purchase Reserve Fund. *Motion Seconded* by Dir. Edwards.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

19. Resolution #22-06 In the Matter to Review and Reauthorize the Continuation of the TCTD Property Management Fund.

Dir. Adler asked what the process was for reviewing the funds. GM Pilant explained that this is a housekeeping item and that the funds must be reauthorized every 10 years. These funds are active and continue to be used. Dir. Holm added that the funds are also reviewed during the budgeting process. Dir. Riggs added that she's thankful that there is income in the Property Management Fund.

Motion by Dir. Riggs to Approve Resolution #22-06 In the Matter to Review and Reauthorize the Continuation of the TCTD Property Management Fund. *Motion Seconded* by Dir. Carlson-Swanson.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

DISCUSSION ITEMS

20. SDAO Best Practices Program: AA Wakeman shared the five tasks that need to be completed for TCTD to earn the full 10% discount on insurance for this year.

21. Staff Comments/Concerns:

GM Pilant: No joke.

Operations Superintendent Reed: No Comment

Finance Supervisor Welch: No Comment

NW Rides Brokerage Manager Bond: Wants to acknowledge that GM Pilant has been with the District for 10 years as of the end of January.

Administrative Assistant Wakeman: No Comment

22. Board of Directors Comments/Concerns:

Board Chair Johnson: No Comment

Dir. Riggs: Really excited about the trolley and possibly getting a few more. The opportunity to replace the PC buses with the trolleys will add a lot of excitement. Hopes to see them in local parades. Added that it's time to do a performance review for the GM.

Dir. Adler: Congratulations to GM Pilant on his milestone. Glad everyone made it through the winter.

Dir. Hanenkrat: No Comment

Dir. Carlson-Swanson: Congratulations GM Pilant, thank you for all that you do and have done for the District.

Dir. Holm: No Comment

Dir. Edwards: Thank you to GM Pilant, has seen the changes at the District from the beginning and to see the growth has been mind boggling.

Adjournment: Board Chair Johnson adjourned the meeting at 7:30pm.

These minutes approved this 17th day of March 2022.

ATTEST:

Mary Johnson, Board Chair

Douglas Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Approving Award of)
Construction Contract to Advanced)
Excavation Inc. for Champion Park)
Apartment Complex Transit Stop)
Improvements Project)**

RESOLUTION NO. 22-07

WHEREAS, Tillamook County Transportation District ("District") is an Oregon special district which is subject to Oregon's public contracting laws; and

WHEREAS, Board is the Contracts Review Board for the District; and

WHEREAS, on January 28, 2022, the District issued an Informal Invitation to Bid to multiple contractors seeking a contractor to construct the Champion Park Apartment Complex Transit Stop Improvements Project with bids due by February 18, 2022 at 2:00 PM PST; and

WHEREAS, the District received a single timely bid from Advanced Excavation Inc. in the amount of \$97,333.00; and

WHEREAS, the General Manager has found the bid to be responsive and the contractor responsible; and

WHEREAS, the General Manager, pursuant to the authority granted by ORS 279C.375, has made a written determination that notice of intent to award is impractical, which is attached hereto; and

WHEREAS, the General Manager of and legal counsel for the District approve of the award of contract to Advanced Excavation Inc. in the amount of \$97,333.00; and

WHEREAS, the General Manager of and legal counsel for the District approve of the current form of the construction contract and recommend its approval to District;

NOW, THEREFORE, BE IT RESOLVED:

That the District, acting as Contract Review Board, approves entering into the Standard Form of Agreement Between Owner and Contractor with Advanced Excavation Inc. attached hereto for the construction of the Champion Park Apartment Complex Transit Stop Improvements Project in the amount of \$97,333.00. The General Manager is authorized to execute the Agreement on behalf of District.

Adopted by the Tillamook County Transportation District Board of Directors this 17th day of March 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Douglas Pilant, General Manager

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3 day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tillamook County Transportation District an Oregon transportation district
3600 3rd Street, Suite A
Tillamook, OR 97141

and the Contractor:
(Name, legal status, address and other information)

Advanced Excavation Inc. an Oregon corporation
17005 MIAMI FOREST RD
NEHALEM, OR 97131

for the following Project:
(Name, location and detailed description)

CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS
PROJECT
All work per the plans and specifications attached hereto.

The Engineer:
(Name, legal status, address and other information)

Jacobs Engineering Group Inc. a Delaware company
2020 SW 4th Ave #300
Portland, OR 97201

The Owner and Contractor agree as follows.

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.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101[®] – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 19:50:38 ET on 03/03/2022 under Order No.2114296778 which expires on 03/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

41
4936341335)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the ITB for CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS PROJECT, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: June 30, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninety Seven Thousand Three Hundred and Thirty Three Dollars and No Cents (\$ 97,333.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

Failure to complete the Work by the specified time will result in damage to the Tillamook County Transportation District. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the East Improvement District, not as a penalty but as liquidated damages, five hundred (\$500) per calendar day for each day elapsed in excess of the Substantial Completion date stated in Article 3.3 of this Agreement.

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

1

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Engineer receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.

1

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

1

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

TBD

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

TBD

Init.

1

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth below:

Type of Insurance or Bond
Commercial General Liability

Limit of Liability or Bond Amount (\$0.00)

Written on an occurrence form with policy limits of not less than two million (\$ 2,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard, all on a per project basis, providing coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to or destruction of tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) the Contractor's indemnity obligations under the General Conditions. The insurance shall not contain an exclusion or restriction of coverage for the following: (1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (2) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor; (3) Claims for bodily injury other than to employees of the insured; (4) Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured; (5) Claims or loss excluded under a prior work endorsement or other similar exclusionary language; (6) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; (7) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project; (8) Claims related to roofing, if the Work involves roofing; (9) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces (10) Claims related to earth subsidence or movement, where the Work involves such hazards; and (11) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Automobile Liability

Covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than two million (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

Init.

1

Workers' Compensation	At statutory limits.
Employers' Liability	With policy limits not less than two million (\$ 2,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.
Jones Act, and the Longshore & Harbor Workers' Compensation Act	As required if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.
Pollution Liability	With policy limits of not less than five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate.
Maritime liability	For risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.
Other Insurance Requirements	SEE AMENDMENT #2 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Performance Bond	SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Payment Bond	SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Paragraph deleted)

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Email addressed to Owner and Engineer with subject line "OFFICIAL CONTRACT NOTICE"

§ 8.7 Other provisions:

SEE AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, AMENDMENT #2 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 [Omitted]
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

ITB CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS PROJECT

- .5 Drawings

Number	Title	Date
Attachment C		

- .6 Specifications

Init.

1

Section	Title	Date	Pages
Attachment A - General			
Attachment B - Special			

.7 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

(Table deleted)(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AMENDMENT #1 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AMENDMENT #2 TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

**AMENDMENT #1 TO
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Amendment #1 supplements the terms of the underlying Agreement to set forth terms required for Oregon Public Contracts. To the extent of any conflict between the requirements of this Amendment #1 and the requirements imposed by the underlying Agreement, this Amendment #1 shall control. The remaining terms of the Agreement remain in full force and effect. The Owner and the Contractor hereby agree:

1. Mandatory Terms For Oregon Public Improvement Contract.

- (a) Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Agreement;
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract;
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
 - (5) Demonstrate that an employee drug testing program is in place;
 - (6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
 - (7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective;
- (b) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Agreement as the claim becomes due, Owner may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Agreement;

- (c) If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from Owner, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived;
- (d) If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580;
- (e) Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim;
- (f) No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
 - (1)
 - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;
- (g) Contractor shall give notice in writing to employees who work on Work covered by the Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work;

- (h) Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services;
- (i) Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126;
- (j) The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420;
- (k) In accordance with ORS 279C.560, unless Owner finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, Owner will approve the Contractor's written request to deposit bonds, securities or other instruments with the Owner or in a custodial account or other account satisfactory to Owner with an approved bank or trust company, to be held instead of cash retainage for the benefit of Owner. In such event, Owner will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to Owner and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as Owner may require to protect its interests. When Owner determines that all requirements for the protection of Owner's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If Owner accepts a surety bond from Contractor in lieu of

retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

- (l) Owner shall make progress payments on the Agreement monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by Owner. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date. The rate of interest charged to Owner on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. Owner shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Agreement. Owner will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, Owner shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by Owner, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to Owner or pay document provided by Owner to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.
- (m) Owner will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, Owner may (but is not

required) reduce the amount of the retainage and Owner may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Agreement is completed if, in Owner's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, Owner may, at the Owner's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, the Owner shall respond in writing within a reasonable time. The retainage held by Owner shall be included in and paid to Contractor as part of the final payment of the contract price. Owner shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify Owner in writing when the contractor considers the work complete and Owner shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Agreement. If Owner does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

- (n) Contractor shall include in each subcontract for property or services the contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:
 - (1) A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the Owner pays to Contractor under the Agreement;
 - (2) A clause that requires Contractor to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative

procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

- (4) An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from Owner, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).

- (o) Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

- (p) Contractor expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Contractor's Work in accordance with ORS 279C.800 et seq, including Davis-Bacon Act prevailing wages. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml. A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the

following site: <https://sam.gov/content/wage-determinations>. Contractor's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840 and the Davis-Bacon Act.

- (q) Contractor shall have a public works bond filed with the Construction Contractors Board and shall provide Owner with a copy of such bond before starting work unless Contractor is exempt under ORS 279C.836(4), (7), (8) or (9). Contractor shall include a similar provision in any subcontract.
- (r) Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.
- (s) Contractor shall furnish to Owner a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each proceeding weekly payroll period, for itself and all subcontractor who are required to submit such certified statements under ORS 279C.845. If Contractor has failed to timely submit a required certified statement, Owner, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Contractor until Contractor provides the required certified statement.

OWNER:

By: _____
Name: _____
Title: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____

**AMENDMENT #2 TO
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Amendment #2 supplements the terms of the underlying Agreement and Amendment #1 to set forth terms required by Grant Agreement #34255. To the extent of any conflict between the requirements of this Amendment #2 and the requirements imposed by the underlying Agreement, this Amendment #2 shall control. To the extent of any conflict between the requirements of this Amendment #2 and Amendment #1, the more stringent requirement shall control. The remaining terms of the Agreement remain in full force and effect. The Owner and the Contractor hereby agree:

1. Required Terms From Grant Agreement #34225 And Federal Funding.

- (a) All requirements of the State of Oregon Grant Agreement #3425 applicable to this Contract are hereby incorporated into this Contract, and Contractor assumes to TCTD and State all obligations and requirements that are owed by TCTD or Contractor to the State under such Grant Agreement as such apply to Contractor.
- (b) Owner, State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the funds provided under Grant Agreement #3425, or the Project for the purpose of making audits and examinations. In addition, Owner, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Contractor shall permit authorized representatives of Owner, State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Contractor as part of the Project, and any transportation services rendered by Contractor.
- (c) Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years.
- (d) Contractor shall pay, or cause to be paid, all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against Contractor with respect to the Project.
- (e) Contractor shall make and retain proper and complete books of record, and account and maintain all fiscal records related to the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Contractor shall create and maintain all records regarding its costs, invoicing and payments made and received regarding the

Project in sufficient detail to verify how funds received from TCTD were expended.

- (f) In addition to any other indemnity obligations of this Contract, Contractor shall defend, save harmless, and indemnify the State of Oregon and its officers, employees, and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors or agents in connection with the Project, including but not limited to torts (collectively a "Claim"). Neither Contractor, nor any attorney engaged by Contractor, shall defend any Claim in the name of the State or any agency of the State, nor purport to act as legal representatives of the State or any agency of the State, without the prior written consent of the Oregon Attorney General. State may at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State or that Contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.
- (g) Contractor shall comply with (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- (h) Contractor shall contract with, and require any subcontractors to contract with, competent, properly licensed and bonded contractors and professionals for the performance of the Project.
- (i) In addition to any other insurance requirements, Contractor shall comply with the Insurance Requirements attached hereto (labeled "Exhibit C Insurance requirements") as they apply to Contractor.
- (j) Contractor shall comply with the Federal Requirements attached hereto (labeled "Exhibit D Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")).
- (k) Contractor shall comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov.
- (l) Contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor and

subcontractors shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor, or subcontractors to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Owner deems appropriate.

- (m) Contractor certifies to State and Owner that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.
- (n) Contractor agrees (1) it will not use any violating facilities; (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (3) It will report violations of use of prohibited facilities to FTA; and (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
- (o) Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:
 - 1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including

sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (p) In addition to Oregon prevailing wage, Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (q) Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work

week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

- (r) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- (s) Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award;
or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Owner. If it is later determined by the Owner that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (t) The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (u) Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- (v) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- (w) Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

- (x) Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased by the Contractor. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

- (y) Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 and to timely submit the Management Information System (MIS) reports . To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

OWNER:

By: _____
Name: _____
Title: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS
PROJECT

THE OWNER:

(Name, legal status and address)

Tillamook County Transportation District an Oregon transportation district
3600 3rd Street, Suite A
Tillamook, OR 97141

THE ENGINEER:

(Name, legal status and address)

Jacobs Engineering Group Inc. a Delaware company
2020 SW 4th Ave #300
Portland, OR 97201

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ENGINEER
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

Init.

AIA Document A201[®] – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 19:51:30 ET on 03/03/2022 under Order No.2114296779 which expires on 03/02/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ENGINEER

4

Engineer, Definition of

4.1.1

Engineer, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Engineer, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Engineer's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Engineer's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Engineer's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Engineer's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Engineer's Copyright

1.1.7, 1.5

Engineer's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Engineer's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Engineer's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Engineer's Interpretations

4.2.11, 4.2.12

Engineer's Project Representative

4.2.10

Engineer's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Engineer's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Engineer's Representations

9.4.2, 9.5.1, 9.10.1

Engineer's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

1

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for **3.7.4**

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND **9**

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Engineer

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Engineer

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Engineer

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Engineer's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Engineer

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Init.

1

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Engineer
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Engineer

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, ITB # _____, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the Contractor's bid or proposal.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Engineer, and the Engineer's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 [Omitted].

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an Engineer lawfully licensed to practice engineering, or an entity lawfully practicing engineering, in the jurisdiction where the Project is located. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Engineer terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Engineer.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have,

Init.

1

correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer and the Engineer may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Engineer, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences,

Init.

1

and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Engineer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Engineer objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Engineer in accordance with Section 3.12.8 or ordered by the Engineer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Engineer's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Engineer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 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 Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Engineer may notify the Contractor, stating whether the Owner or the Engineer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Engineer to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Engineer's approval. The Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Engineer and Owner, and delivered to the Engineer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 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.

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 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 Engineer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Engineer of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued 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 Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such notice, the Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Engineer at the time and in the form specified by the Engineer.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Engineer with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Engineer. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Engineer.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Owner) and hold harmless Owner, Owner's Authorized Representative, Engineer, Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence that happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the Contractor, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any failure to comply with all applicable Laws by the Contractor or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
- Any lien filed upon the Project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subsection. In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection

shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.2 Notwithstanding the Contractor's foregoing defense obligations, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the Owner, nor purport to act as legal representative of the Owner, without the prior written consent of the Owner's legal counsel. The Owner may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the Owner, or that the Contractor is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the Contractor.

ARTICLE 4 ENGINEER

§ 4.1 General

§ 4.1.1 The Engineer is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representatives during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Engineer in all communications that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise

Init.

1

such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more Project representatives to assist in carrying out the Engineer's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Engineer will review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Init.

1

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Engineer may notify the Contractor whether the Owner or the Engineer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Engineer to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Engineer makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Engineer of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Engineer of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, 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.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer. A Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Engineer alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor, and Engineer stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 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 and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Engineer shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Engineer;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. 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 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified. The Engineer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Engineer's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Engineer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Engineer's order for a minor change without prior notice to the Engineer that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Engineer, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Engineer may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Engineer before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Engineer. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Engineer and supported by such data to substantiate its accuracy as the Engineer may require, and unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Engineer require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Engineer, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due, and notify the Contractor and Owner of the Engineer's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Engineer's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Engineer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Engineer's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Engineer withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

Init.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Engineer as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due

and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4
(Paragraphs deleted)
[Omitted].

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 [Omitted].

Init.

§ 10.3.4 The Owner shall not be responsible for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 [Omitted].

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Engineer, and Engineer's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance [Omitted]

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification,

contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 [Omitted]

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance [Omitted]

§11.5 Adjustment and Settlement of Insured Loss [Omitted]

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 as it relates to the portion of the work corrected.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the

Init.

1

Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such must be done in writing. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Engineer, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure, including those of repeated procedures and compensation for the Engineer's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

§ 13.4.5 If the Engineer is to observe tests, inspections, or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor [Omitted]

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

Init.

1

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts. In no instance shall Contractor be entitled to profit or overhead on unperformed Work.

§ 14.4.4 If a termination by Owner for cause is found to be improper for any reason, the termination shall be converted into a termination by Owner for convenience and Contractor's remedies limited as if it had been a termination for convenience from inception.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to Owner and to the Initial Decision Maker with a copy sent to the Engineer, if the Engineer is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to give timely notice shall constitute a waiver by Contractor of the claim.

§ 15.1.3.2 Claims by Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Init.

1

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Engineer will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

Init.

1

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineer, if the Engineer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Service of Portland. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Service of Portland in accordance with its Procedural Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of

Init.

1

demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the Arbitration Service of Portland, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the Arbitration Service of Portland, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Attachment A

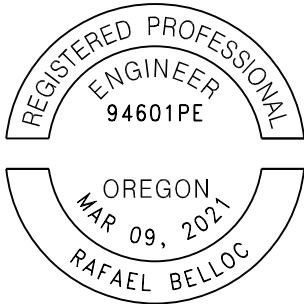
GENERAL SPECIFICATIONS

The General Specifications for the Project will be the Oregon Department of Transportation Oregon Standard Specifications for Construction 2021, excepting Part 00100 and all Measurement and Payment clauses.

OREGON DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR

Curbs, Gutters and Sidewalks
Champion Park Apartments Bus Stop
Brookfield Ave
Tillamook County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>EXPIRES: 12/31/2023</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for <u>(list specific design elements, e.g. "Bridge XYZ" or "Traffic Signals")</u> . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) _____ (fill in section number(s) here)</p>
---	--

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

Add the following subsection:

00220.40(f) Limited Duration Road Closure - The Contractor will be permitted to close all Traffic Lanes once daily for periods not to exceed 20 minutes in duration during active construction. This Work will only be permitted between the hours of 10:00 am and 3:00 pm on Brookfield Avenue west of the intersection with Glenview Avenue.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.03 Traffic Safety and Operations - Replace the bullet that begins “When paving operations create...” with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 Traffic Control Plan – Delete the entire Section and replace with the following,

The Contractor shall prepare a TCP for use on the project. Submit the TCP for approval 5 Calendar days before the preconstruction conference. The Contractor shall provide stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD, and the following:

- A TPAR plan
- Staging sequences and details for Work affecting vehicular, pedestrian and bicycle traffic
- Proposed order and duration of the TCM

If additional modifications are made to the TCP, submit stamped working drawings according to 00221.06(b), at least 14 Calendar Days before beginning the Construction activities that require the TCP changes.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins “Moving temporary barrier to and from Contractor’s stockpile areas”.

NUMBER OF TRAFFIC CONTROL PLAN SHEETS: _____

To be accompanied by Standard Drawings:

TM204.....	Flag Board Mounting Details
TM211.....	Signing Details US & Interstate Route Shields
TM570.....	Traffic Delineators
TM576.....	Traffic Delineator Installation for Non-Freeways
TM670.....	Wood Post Sign Supports
TM671.....	3 Second Gust Wind Speed Map
TM677.....	Sign Mounts
TM681, TM687, TM688...	Perforated Steel Square Tube (PSST) Sign Support Installation and Foundation
TM800.....	Tables, Abrupt Edge and PCMS Details
TM810.....	Temporary Pavement Markers
TM820.....	Temporary Barricades
TM821, TM822.....	Temporary Sign Supports
TM840.....	Closure Details
TM841.....	Intersection Work Zone Details
TM844.....	Temporary Pedestrian Access Routing
TM850.....	2 Lane, 2-Way Roadways

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

The Agency's NPDES 1200-CA Permit is not applicable to the Project. Before beginning Work on the Project, obtain an NPDES 1200-CA Permit from the applicable local jurisdiction or an NPDES 1200-C Permit that is applicable to the Project.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this entire subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.41 Removal Work - Add the following to the end of this subsection:

(d) Asphalt Concrete Pavement – Sawcut existing asphalt pavement as shown on Plans and remove asphalt prior to constructing new roadway surfacing.

(e) Signs – Remove the sign, post and foundations as shown on Plans and deliver to the Tillamook County

(f) Curb Ramp and Sidewalk – Remove existing sidewalk and curb ramp as shown on Plans

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.20 Mixing Plant - Replace the sentence that begins "Mix Aggregate and water..." with the following two sentences:

Mix Aggregate and water according to subsection 00641.20(a). Road mix is not allowed on this Project.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Add water to the Aggregate while mixing to provide a moisture content according to 00641.12 and subsection 00641.41(a). Road mix is not allowed on this Project.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

SECTION 01095 - SITE FURNISHINGS

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01095.00 Scope - This Work consists of constructing site furnishings such as benches, picnic tables, litter receptacles, bicycle racks, and other furnishings as shown or directed.

Materials

01095.10 General:

(a) **Bicycle Racks** - Provide bicycle racks meeting the following requirements:

- 6 bicycle capacity
- On the ODOT QPL

(b) **Bus Stop Shelter** – A **3-2h handi hut** unassembled bus stop shelter contained in shipping crates will be provided by the Agency for inspection and pick up at their storage facility located at **Tillamook County Transit District: 3600 3rd St Suite A, Tillamook, OR 97141**. Shelter

(c) **Bus Stop Sign** - A bus stop sign, post and post sleeve will be provided by the Agency for pick up at their storage facility located at **Tillamook County Transit District: 3600 3rd St Suite A, Tillamook, OR 97141**

Construction

01095.40 General - Install all site furnishings as shown and according to the manufacturer's recommendations as applicable.

Manufacturers engineering report and construction details for the 3-2h handi hut bus stop shelter are attached as Appendix A.

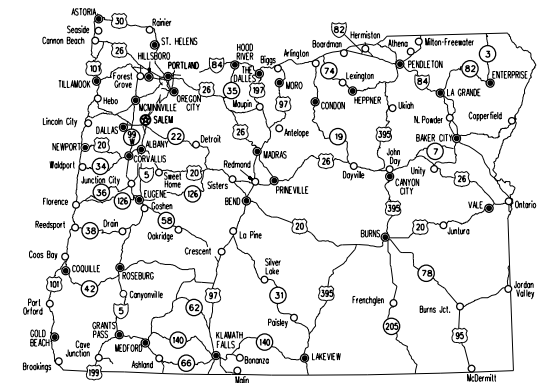
INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A01	Title Sheet, Index of Sheets and List of Std. Drawings
A02	Plan Sheet Layout
ROADWAY DETAILS	
BA01	Typical Section
DETAILS	
BB01	Details
BB02	Details
BC01	Curb Ramp Details
ROADWAY CONSTRUCTION	
C01	Alignment
C01A	Profile
C02	General Construction, Drainage & Utilities

TILLAMOOK COUNTY TRANSIT DISTRICT
PLANS FOR PROPOSED PROJECT

**CHAMPION PARK APARTMENT COMPLEX
TRANSIT STOP IMPROVEMENTS**

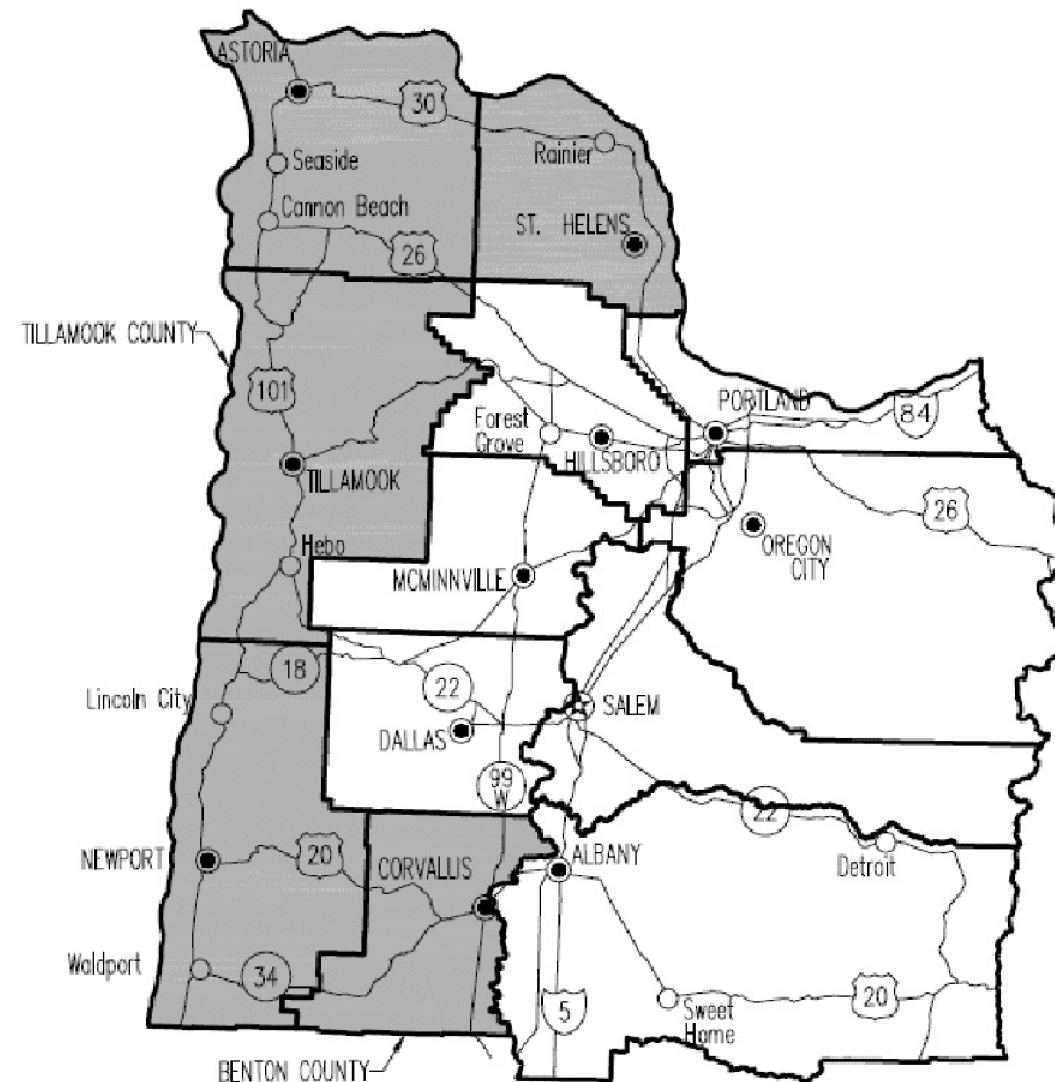
TILLAMOOK COUNTY

TILLAMOOK
OCTOBER 2021



Length of Improvements : 81.49 FEET

ATTENTION:
Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 952-001-0010 Through OAR 952-001-0090. You May Obtain Copies Of The Rules By Calling The Center. (Note: The Telephone Number For The Oregon Utility Center Is (503) 232-1987.)



LIST OF OREGON DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS

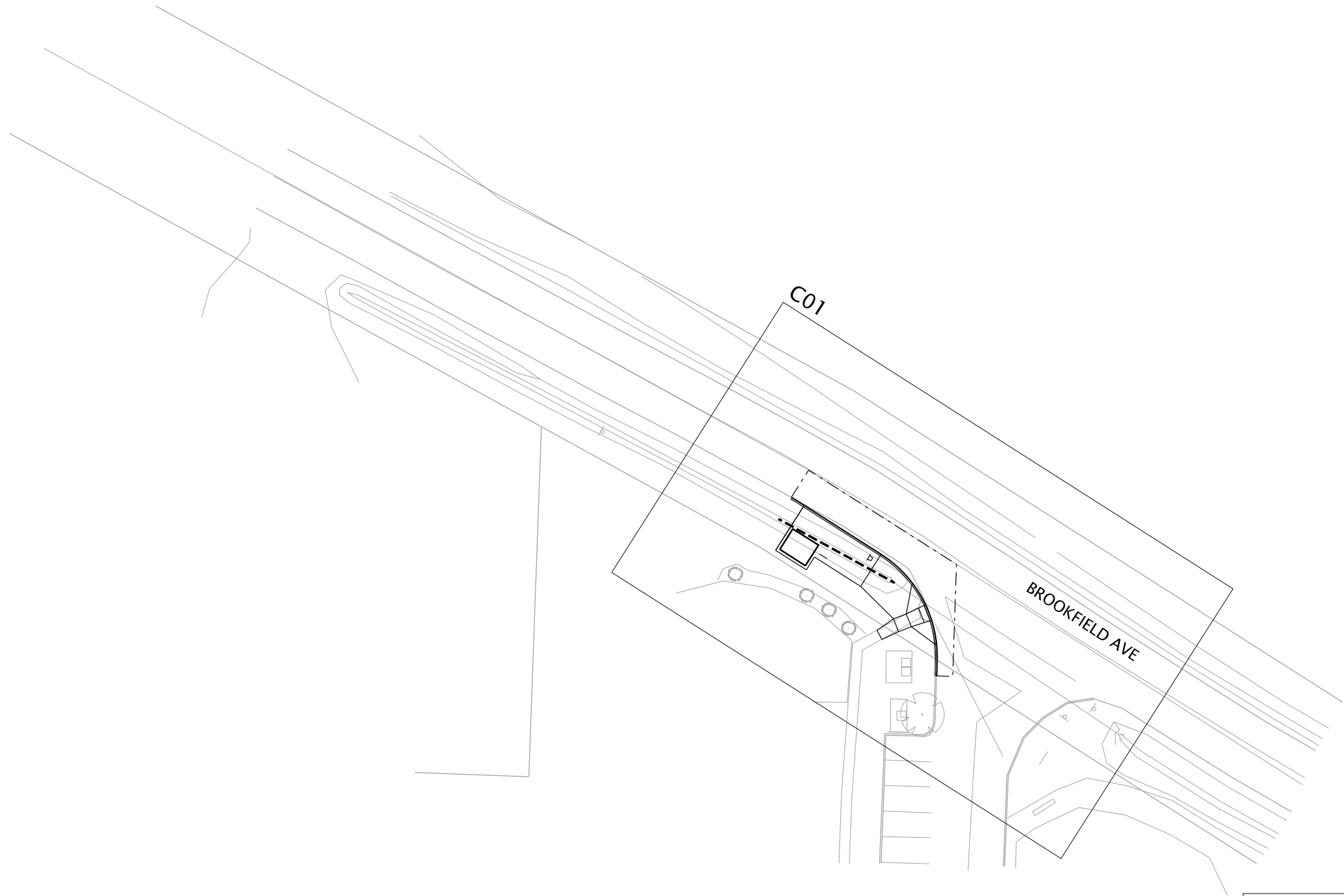
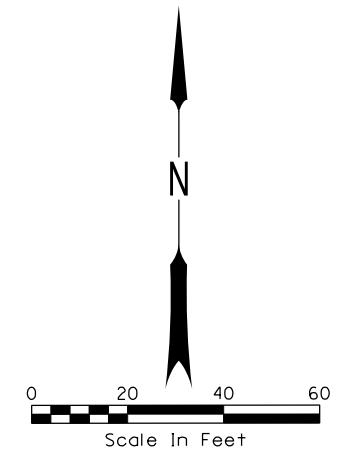
- RD700 Curbs
- RD720 Sidewalks
- RD 722 Sidewalk Joints and Transition Panels

- RD902 Detectable Warning Surface Details
- RD904 Detectable Warning Surface Placement For Curb Ramps
- RD910 Perpendicular Curb Ramp

DESIGN COORDINATE SYSTEMS

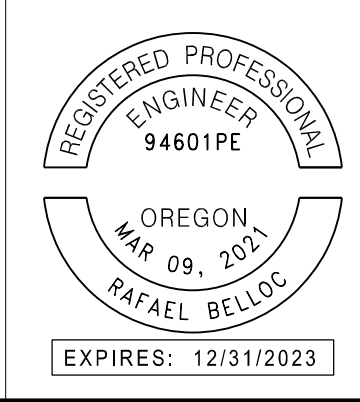
HORIZONTAL COORDINATES ARE OREGON STATE PLANE, NORTH ZONE, NAD83 (2011), INTERNATIONAL FOOT ESTABLISHED VIA ORGN NETWORK
VERTICAL DATUM IS NAVD88 BY USING GEOID 12B CALCULATED FROM ORGN COORDINATES
RIGHT OF WAY AND PROPERTY LINES WERE CALCULATED FROM TILLAMOOK COUNTY SURVEYS P-0281 AND P-0904



TILLAMOOK COUNTY TRANSIT DISTRICT CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
PROJECT NUMBER	SHEET NO.	
	A01	

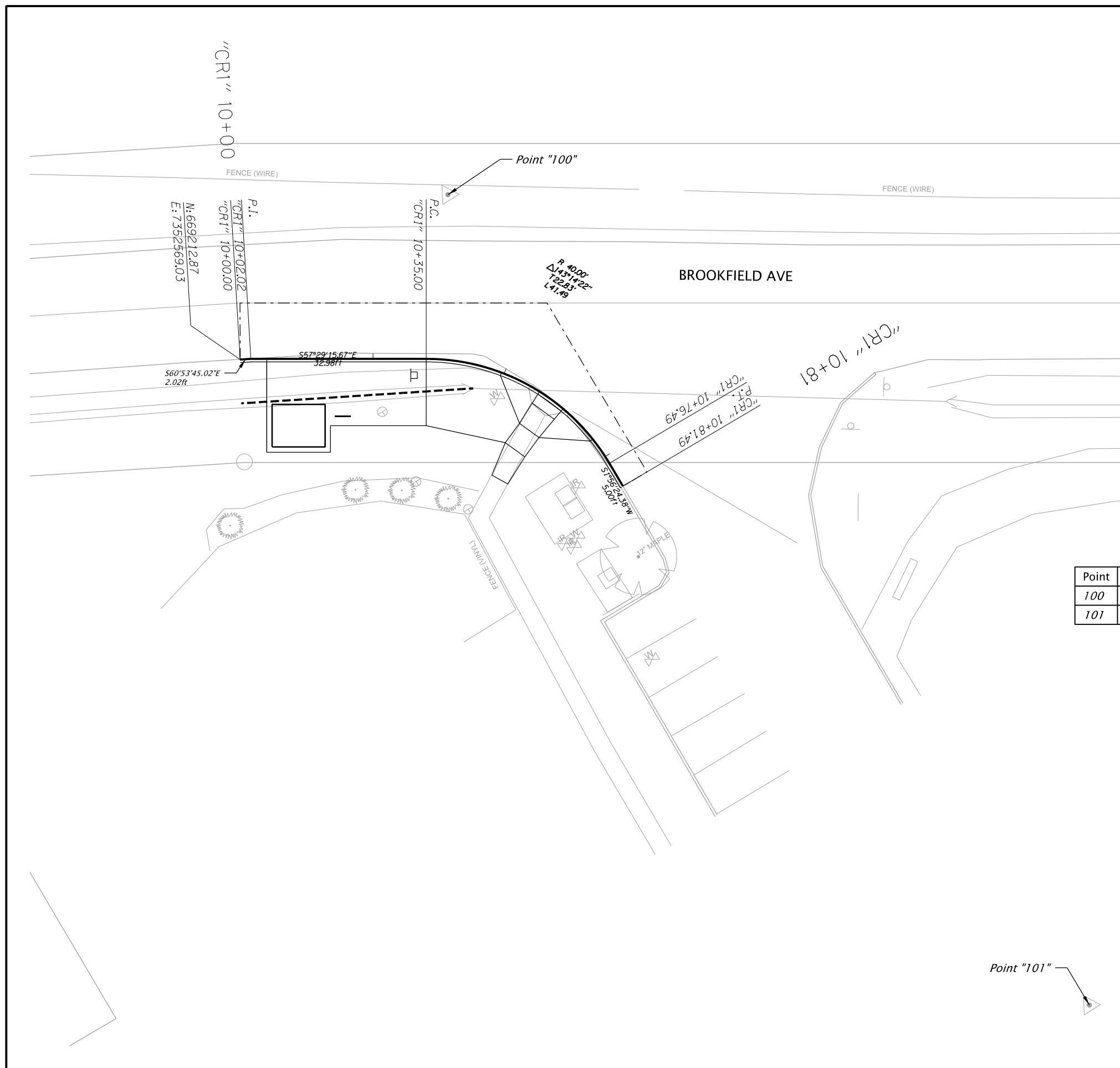


LEGEND

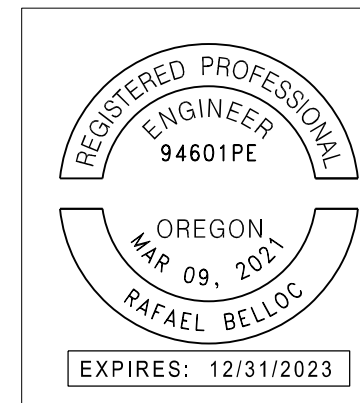
C01 *Sheet number and limits*





		
TILLAMOOK COUNTY TRANSIT DISTRICT CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
Designer: B. Aslan	Reviewer: R. Belloc	
Drafter: B. Aslan	Checker: R. Belloc	
PLAN SHEET LAYOUT		SHEET NO. A02



Point	Northing	Easting	Elevation	Description
100	669218.0151	7352618.6564	47.21	Set 5/8" Iron Rod W/RPC "CHMHILL CONTROL"
101	669024.6291	7352638.4178	50.20	Set Mag Nail W/Shiner



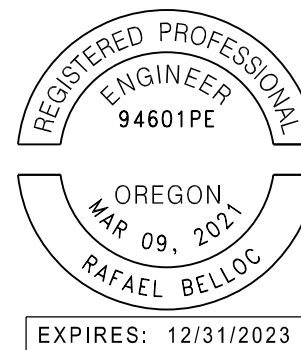
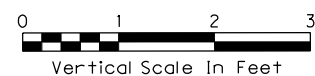
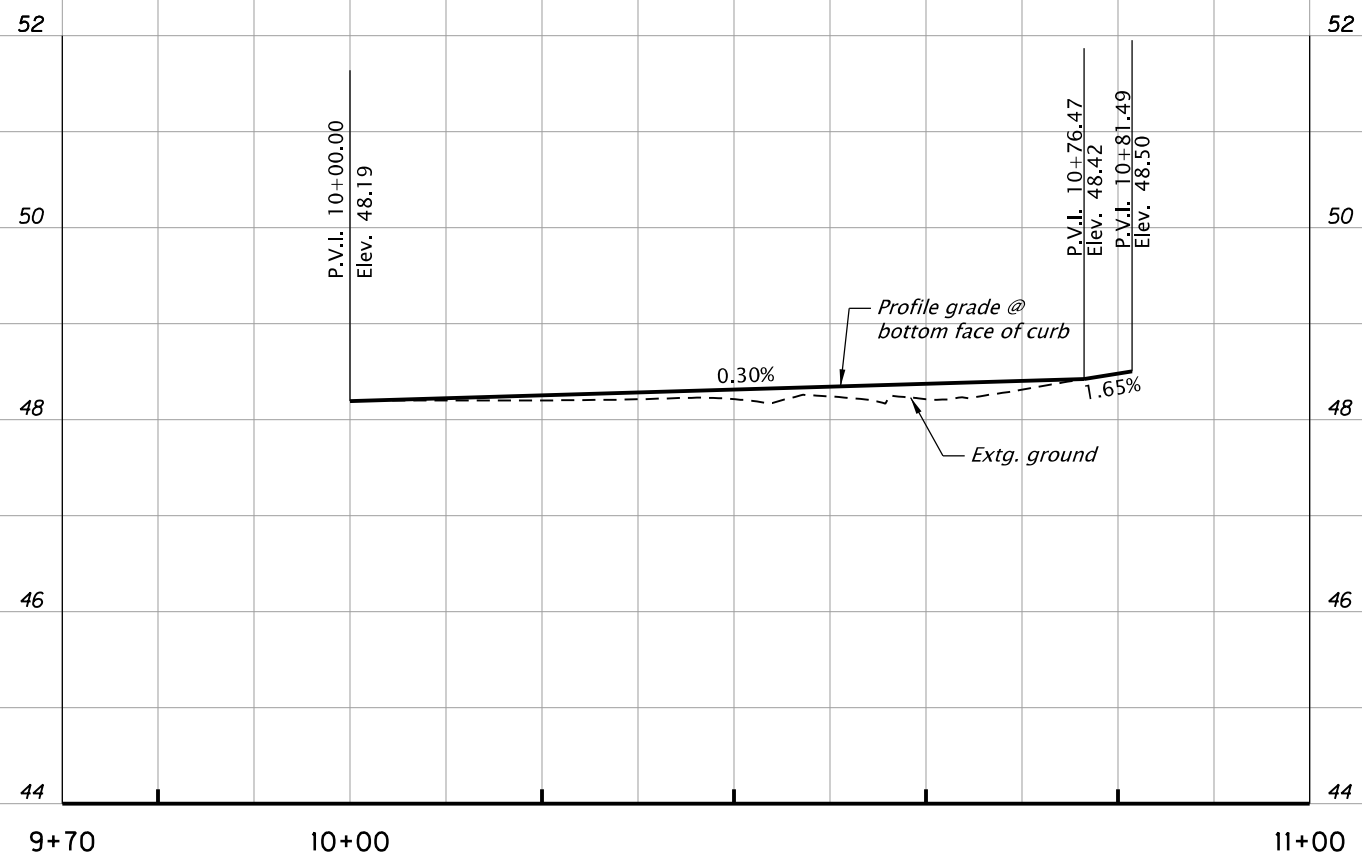
TILLAMOOK COUNTY TRANSIT DISTRICT
CHAMPION PARK APARTMENT COMPLEX
TRANSIT STOP IMPROVEMENTS

Designer: B. Aslan	Reviewer: R. Belloc
Drafter: B. Aslan	Checker: R. Belloc

ALIGNMENT	SHEET NO. C01
------------------	------------------

Point "101"

"CR1" Line



Jacobs



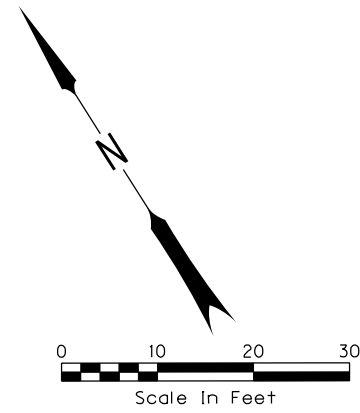
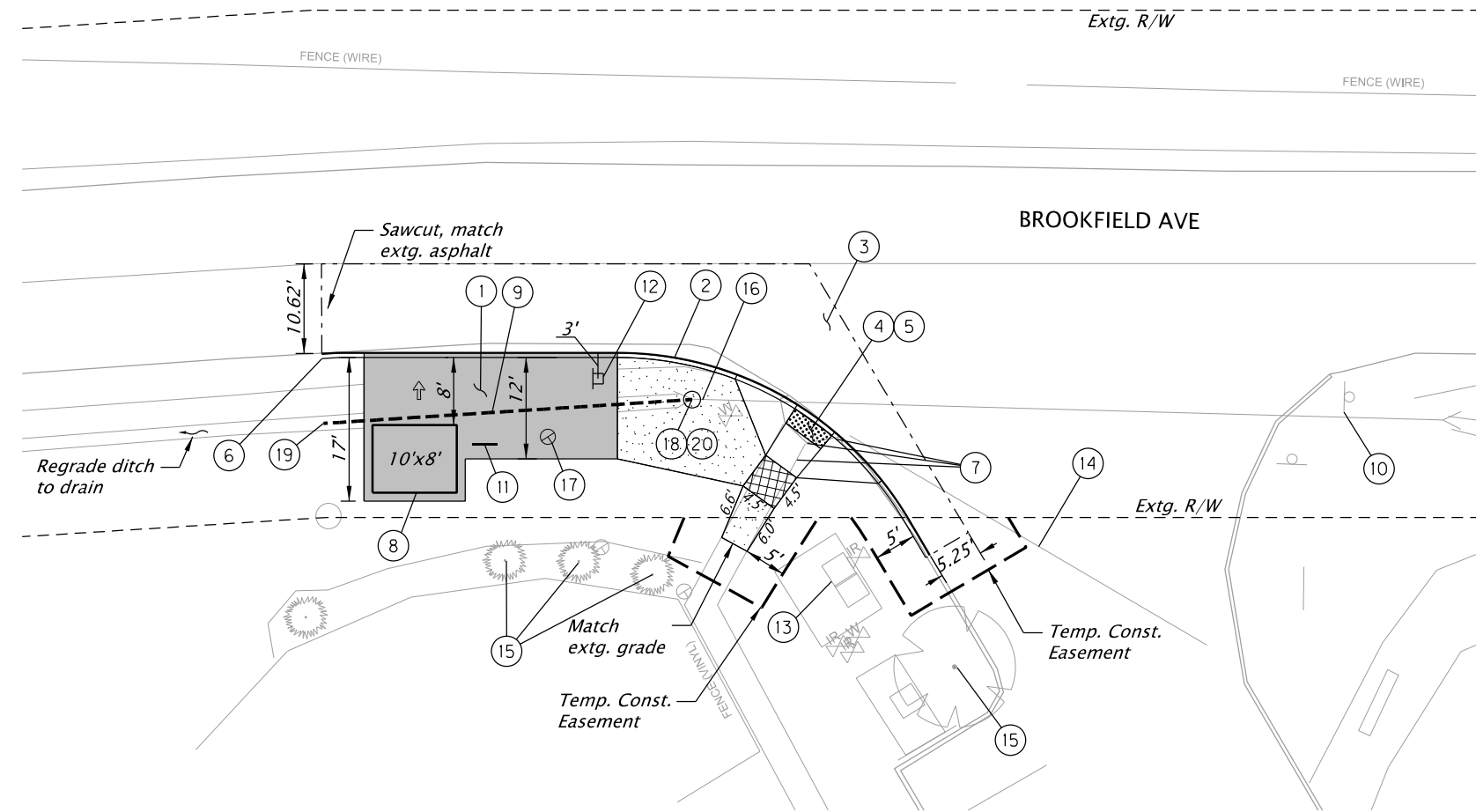
TILLAMOOK COUNTY TRANSIT DISTRICT
CHAMPION PARK APARTMENT COMPLEX
TRANSIT STOP IMPROVEMENTS

Designer: B. Aslan
Drafter: B. Aslan

Reviewer: R. Belloc
Checker: R. Belloc

PROFILE

SHEET NO.
C01A



- ① Const. P.C. conc sidewalk
(See drg. no. RD720)
- ② Const. standard curb
(See drg. no RD700)
- ③ Const. asphalt pavement
- ④ Const. perpendicular curb ramp
(See drg. nos. RD910)
- ⑤ Const. truncated dome detectable
warning surface, safety yellow
(See drg. nos. RD902, RD904)
- ⑥ Const. curb ending
(See drg. nos. RD700)
- ⑦ Remove curb & sidewalk, shown thus
- ⑧ Install handi hut 3-2H shelter to be provided by
Tillamook County Transit District
(For details, see contract specifications)
- ⑨ Install 44' Long 12" corrugated polyethalen storm pipe
- ⑩ Remove and salvage existing bus stop signage
Return salvaged sign to Tillamook County Transit District
- ⑪ Install bicycle rack
(For details, see sht. BB01)
- ⑫ Install bus stop ID sign
Sign, Post, and Anchor sleeve to be provided
by Tillamook County Transit District
(For details, see sht. BB01)
- ⑬ Preserve and protect extg. utility box
- ⑭ Protect extg. water line
- ⑮ Preserve and protect extg. tree
- ⑯ Preserve and protect extg. culvert
- ⑰ Relocate extg. irrigation line and sprinkler
- ⑱ Connect to extg. corrugated polyethylene pipe
Contractor to clear out the extg pipe prior to connecting
and regrade ditch to drain West
- ⑲ Miter end of culvert 45 degrees
Adjust 12" corrugated polyethylene storm pipe
outlet to fit ditch flowline
(For details, see sht. BB01)
- ⑳ Const. shallow flat top manhole
with suburban manhole frame and cover
Extg. IE (In) E 46.16'
IE (Out) W 46.06'

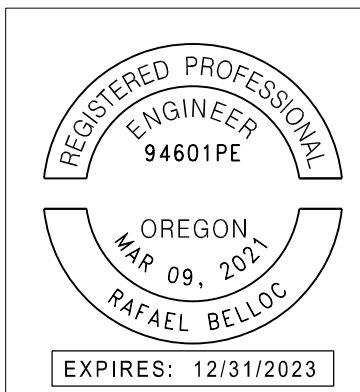
LEGEND

- Sidewalk
- Turning space, 1.5% max. both directions
- Truncated dome detectable warning surface
- Bus stop area

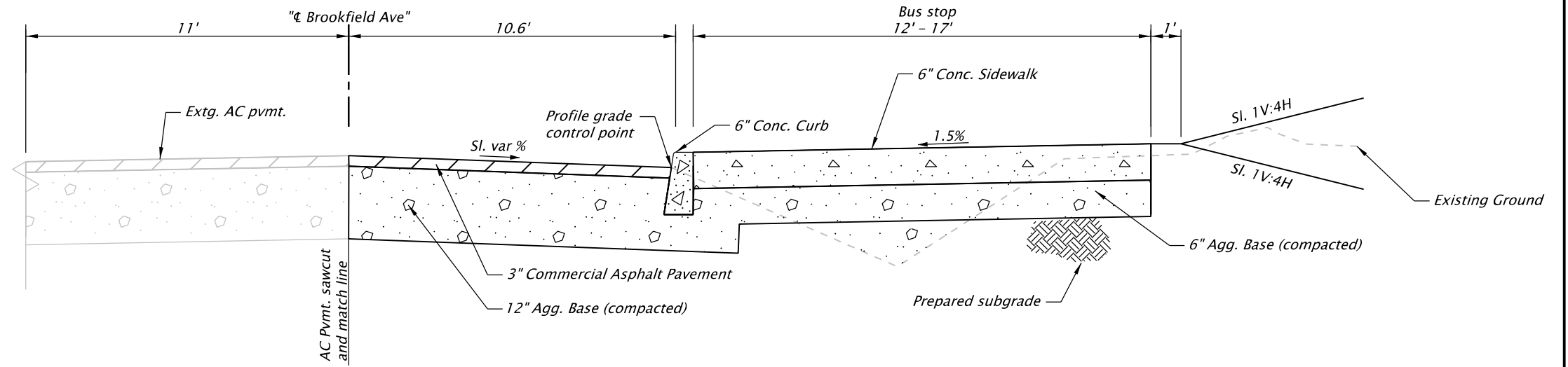
BUS STOP LEGEND

- Bus stop shelter
- Bus stop ID sign
- Bicycle Rack

Notes:
1. Existing items, excluding traffic control devices, that are not designated for removal, reset, or other action shall be preserved and protected.

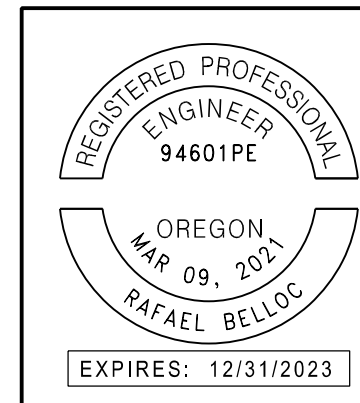


Jacobs		
TILLAMOOK COUNTY TRANSIT DISTRICT		
CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
Designer: B. Aslan	Reviewer: R. Belloc	
Drafter: B. Aslan	Checker: R. Belloc	
GENERAL CONSTRUCTION, DRAINAGE & UTILITIES		SHEET NO. C02

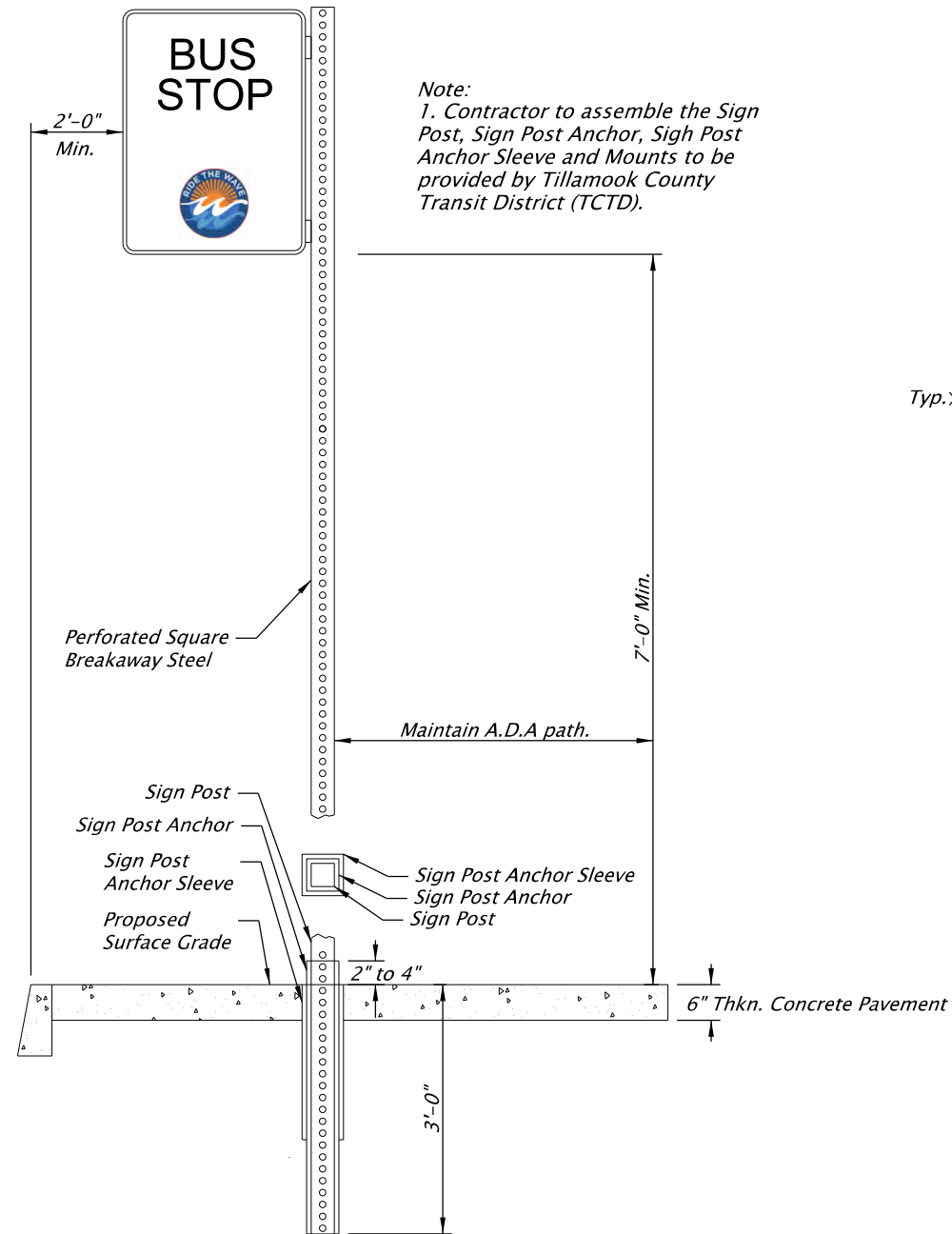


TYPICAL BUS STOP SECTION

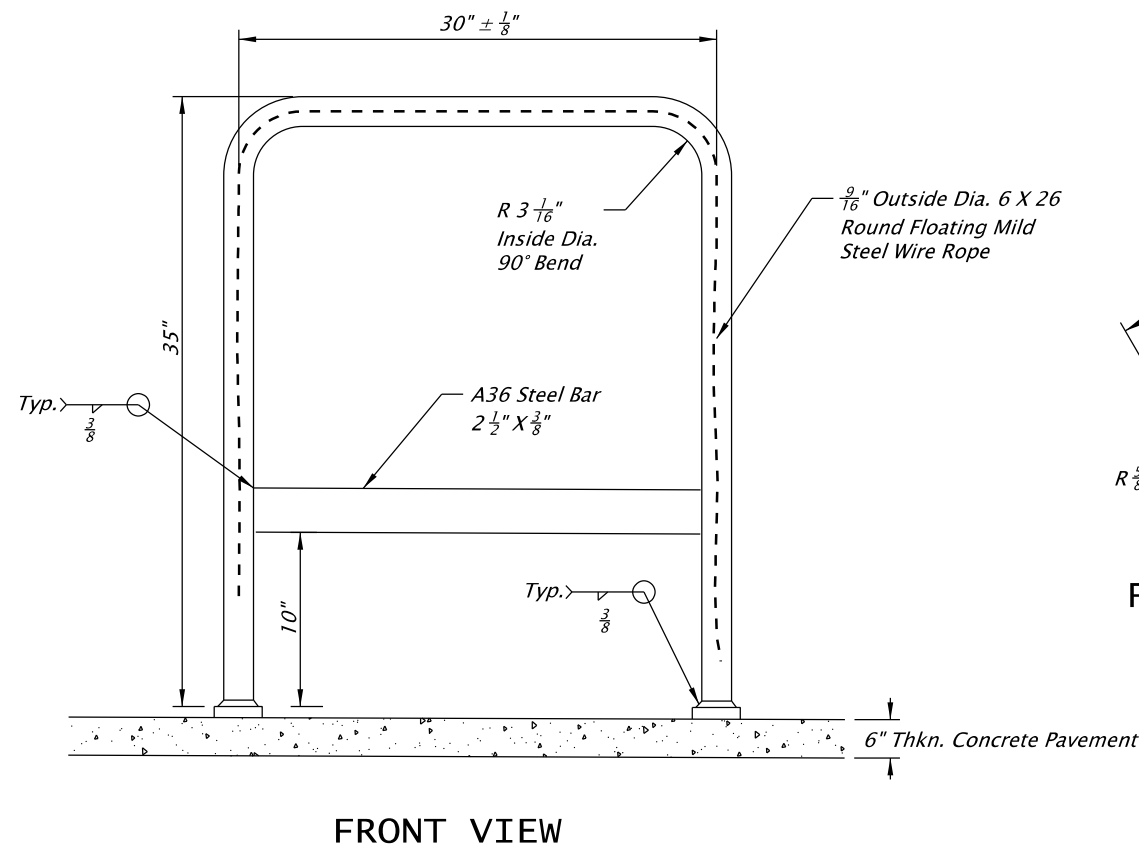
Notes:
 1. See ODOT Standard Specifications for Construction, for Asphalt Concrete Pavement, Section 00740 - Commercial Asphalt Concrete Pavement and for Aggregate Base, Section 00640 - Aggregate Base and Shoulders.



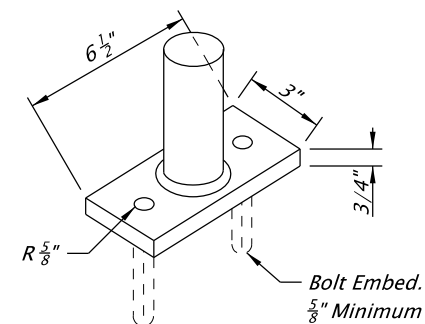
Jacobs		
TILLAMOOK COUNTY TRANSIT DISTRICT		
CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
Designer: B. Aslan	Reviewer: R. Belloc	
Drafter: B. Aslan	Checker: R. Belloc	
TYPICAL SECTIONS		SHEET NO. BA01



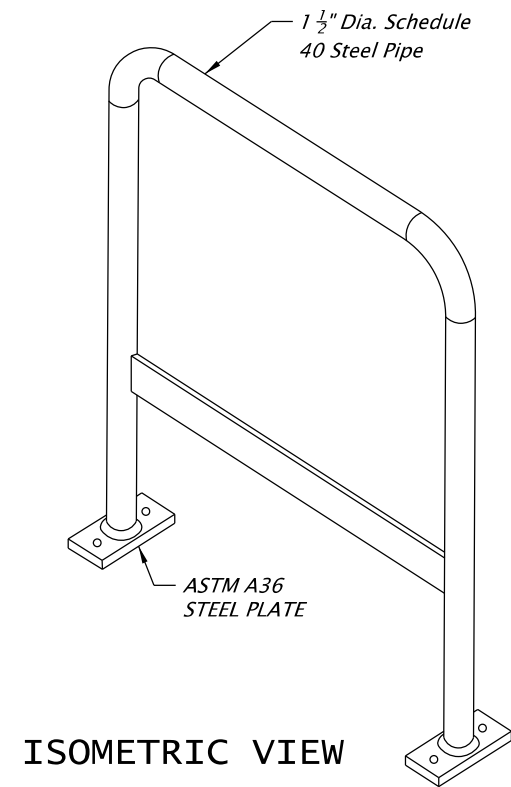
SIGN POLE INSTALLATION DETAIL



FRONT VIEW



FLANGE DETAIL



ISOMETRIC VIEW

BIKE RACK DETAIL

Notes:

A. Materials

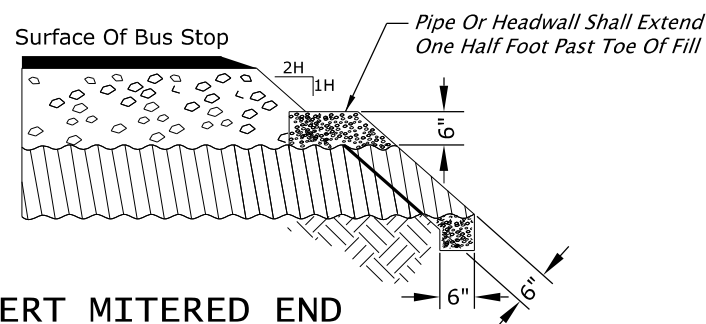
1. Pipe: ASTM A53 Grade B Standard Weight Steel Pipe; 1 1/2" Diameter Constructed of 90° Bends with an Inside Radius Bend of 3 1/16" (± 1/8" Shop Tolerance.)
2. Plate: ASTM A36 5/8" Thick Plate with Two 5/8" Diameter Holes.
3. Bolt: 1/2" Diameter X 1 1/4" Long Pin Hex Button Socket Security Bolt, Stainless Steel, or Approved Equal.
4. Anchor: 5/8" Diameter 2" Long Threaded For 1/2" Bolts.

B. Material Finish

1. Sandblast.
2. Zinc-Rich Epoxy Primer.
3. Polyester Tri-Glycidylisocyanurate (TGIC) Finish, 4 Mil Thick in Ral Color #5010, Gentian Blue.

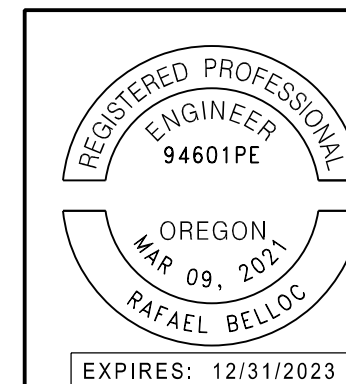
C. Mounting Procedures

1. All Bolt Holes in the Concrete Pavement or the Concrete Foundation Shall be Pre-drilled Holes, 1/2" Diameter X 2" Deep. No Protruding or Non-Flush Anchor Bolts Shall be Used. Bolts to be installed Using Lock Tight.
2. For Concrete Pavement That is not Level, Use Hot Dipped Galvanized Steel or Stainless Steel Washers to Level the Rack and Support Plates Before Driving Anchor Bolts.

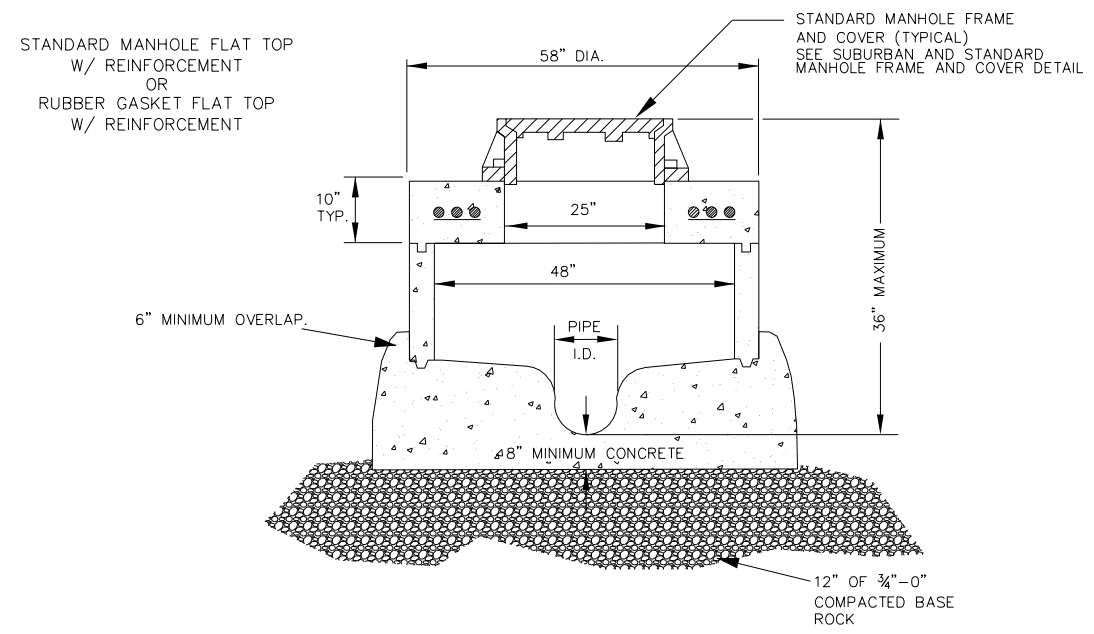


CULVERT MITERED END

Note:
1. Pipe to be layed at the grade of the ditch - no slumps.
Ditch may require regrading to maintain positive drainage.



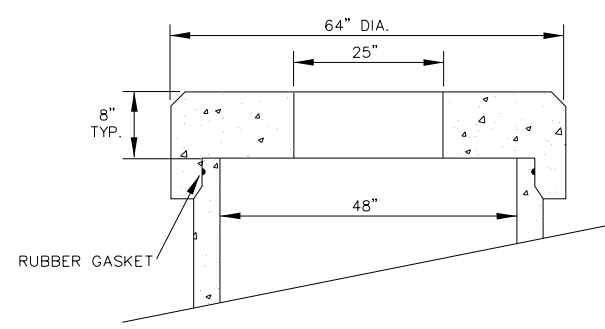
Jacobs		
TILLAMOOK COUNTY TRANSIT DISTRICT		
CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
Designer: B. Aslan	Reviewer: R. Belloc	
Drafter: B. Aslan	Checker: R. Belloc	
DETAILS		SHEET NO. BB01



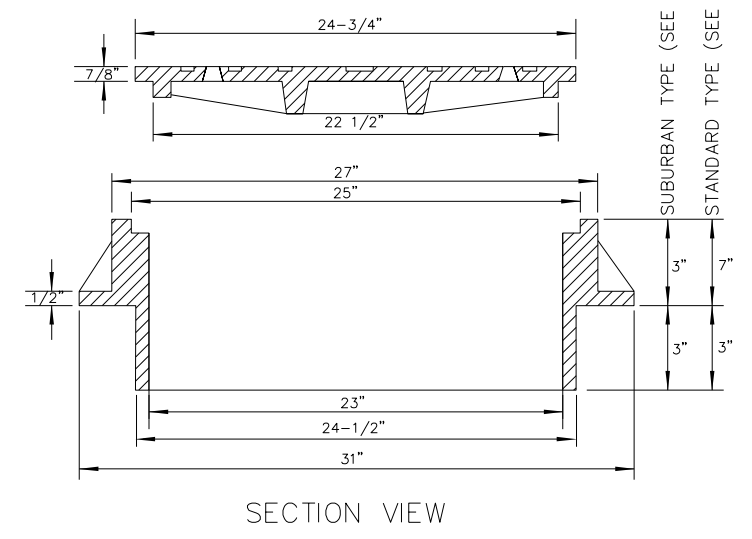
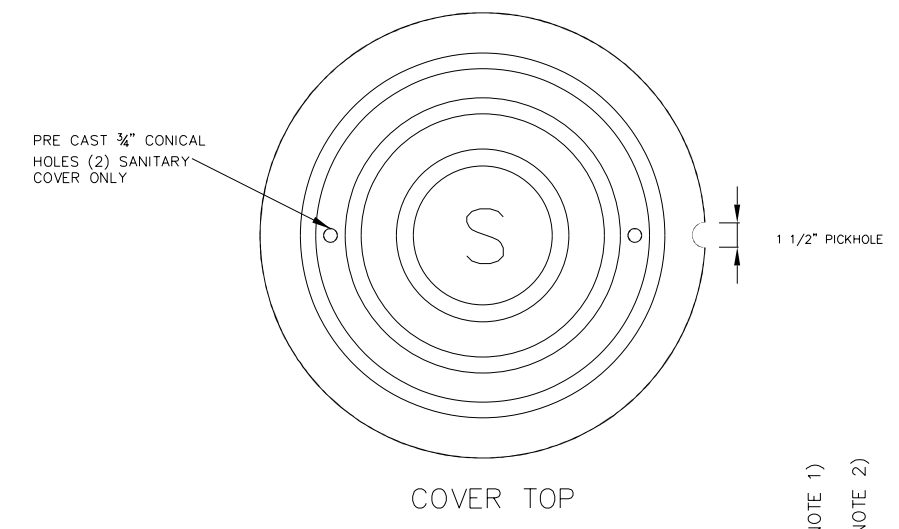
#6 BAR AROUND OUTSIDE OF OPENING
 #6 DIAGONALS BOTH SIDES OF OPENING
 #6 6" O.C. BOTH WAYS

- NOTES:
1. ALL JOINTS AND RUBBER GASKETS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-433.
 2. ALL MANHOLE SECTIONS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-478 AND APPLICABLE PROVISIONS OF STANDARD MANHOLE, SEE STD DRAWING NO. 010.
 3. CENTER OPENING FLATOP REQUIRED.
 4. NO STEPS ALLOWED IN SHALLOW FLAT TOP MANHOLE.
 5. ALL POURED IN PLACE CONCRETE SHALL HAVE A 28 DAY STRENGTH OF 3000 PSI AND A SLUMP OF 2" TO 4".

RUBBER GASKET
 FLAT TOP
 (OPTIONAL)

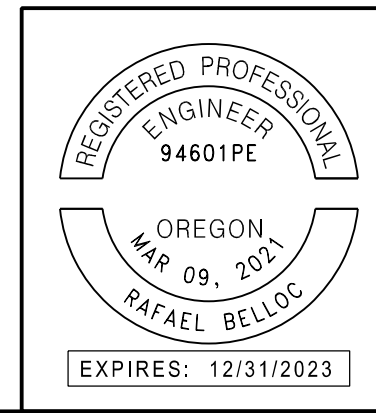


SHALLOW FLAT TOP MANHOLE

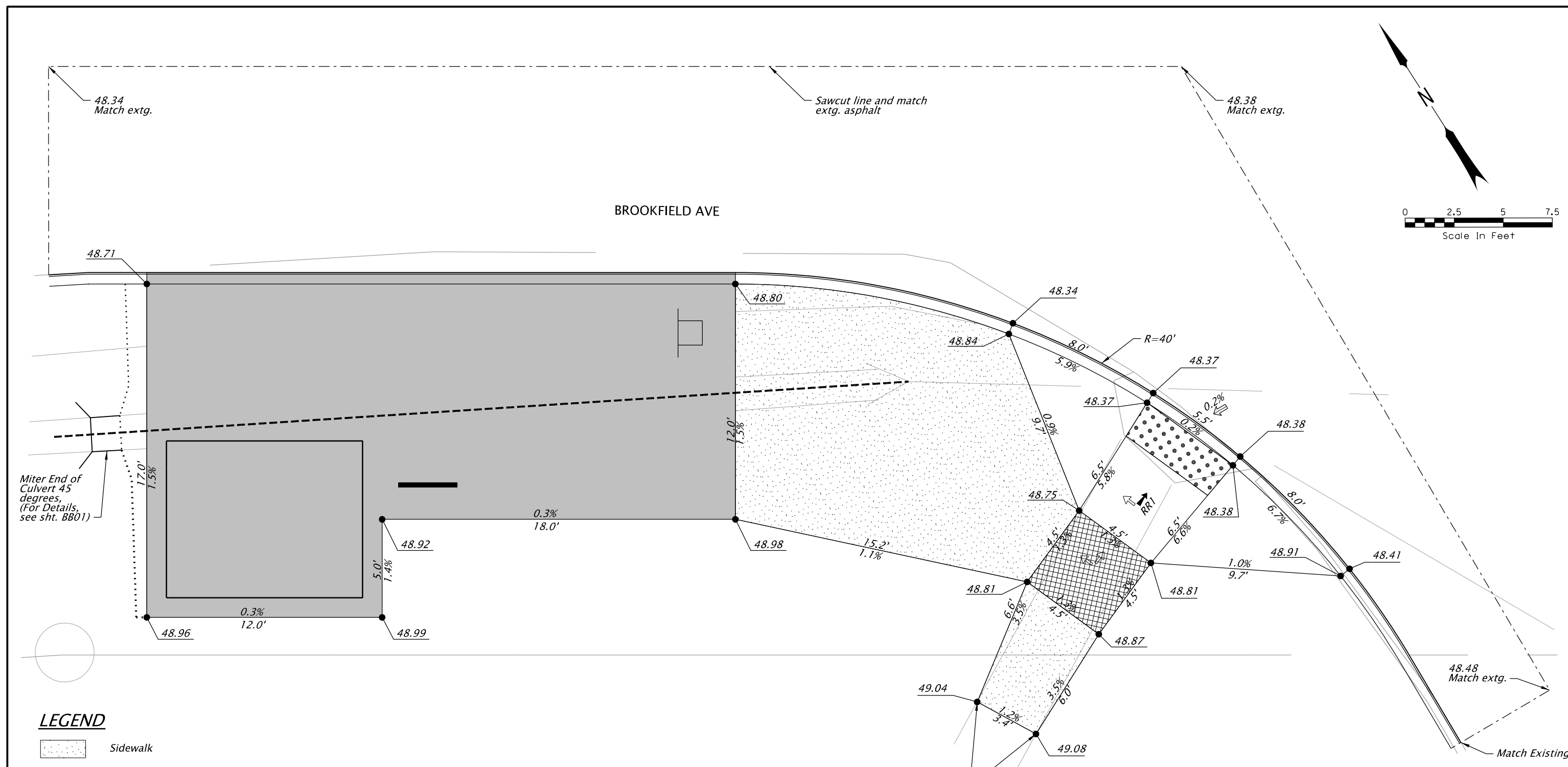


SUBURBAN AND STANDARD MANHOLE FRAME AND COVER

- NOTES:
1. SUBURBAN TYPE FOR USE IN TRAFFIC AREAS OF LOCAL AND NEIGHBORHOOD STREETS.
 2. STANDARD TYPE FOR USE IN TRAFFIC AREAS OF COLLECTOR AND ARTERIAL STREETS.
 3. COVER AND FRAME SHALL BE GRAY CAST IRON ASTM A-48 CLASS 30.
 4. COVER AND FRAME TO BE MACHINED TO A TRUE BEARING ALL AROUND.
 5. 1 1/2" PICKHOLE IN LID FOR LIFTING HOOK.



Jacobs		
TILLAMOOK COUNTY TRANSIT DISTRICT CHAMPION PARK APARTMENT COMPLEX TRANSIT STOP IMPROVEMENTS		
Designer: B. Aslan	Reviewer: R. Belloc	SHEET NO. BB02
Drafter: B. Aslan	Checker: R. Belloc	
DETAILS		



LEGEND

- Sidewalk
- Turning space
Min. level area 4' x 4'
4' x 5' when constrained (With longer dimension in direction of pedestrian street crossing). For the purposes of this application, a max. 2.0% finished surface slope (For drainage) is considered level.
- Truncated dome detectable warning surface (See drg. no. RD902 & RD904).
- Slope 1.5% max.
(Max. 2.0% finished surface slope)
(Normal sidewalk cross slope)
- Slope 7.5% max.
(Max. 8.3% finished surface slope)
- Counter slope

- CONSTRUCTION NOTES:**
1. Slopes hold over elevations.
 2. Max. cross slope change on ramp 0.5% per foot.
 3. See Std. Drgs. for details not shown.

REGISTERED PROFESSIONAL
ENGINEER
94601PE

OREGON
MAR 09, 2021
RAFAEL BELLOC

EXPIRES: 12/31/2023

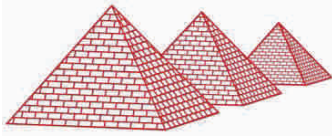
Jacobs

TILLAMOOK COUNTY TRANSIT DISTRICT
CHAMPION PARK APARTMENT COMPLEX
TRANSIT STOP IMPROVEMENTS

Designer: B. Aslan Reviewer: R. Belloc
Drafter: B. Aslan Checker: R. Belloc

CURB RAMP DETAILS

SHEET NO.
BC10



PSE CONSULTING ENGINEERS INC.

STRUCTURAL ENGINEERING CALCULATIONS FOR HANDI-HUT SHELTER

PROJECT: HH#41397 3-2H MODEL STRUCTURAL
ANALYSIS

PROJECT LOCATION: TILAMOOK, OR

PSE PROJECT NUMBER: HANDI HUT 221- 542

DATE: SEPTEMBER 23rd, 2021

BY: VIK Vennavelli
Nabil Taha, Ph.D., P.E.





PSE
Consulting
Engineers,
Inc.
Klamath Falls Office
Klamath Falls, Oregon
97603
Phone: 850-6300
Fax: 850-6233
info@pseinc.com
www.pseinc.com

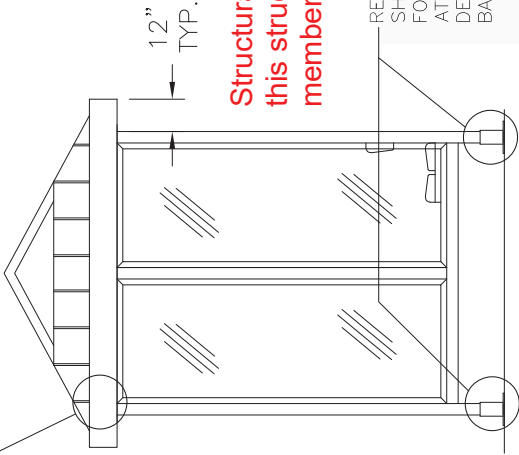
PSE PROJECT #:
Handi Hut 221-542

REFER TO SHEET 3
FOR BEAM TO POST
ATTACHMENT DETAIL

REFER TO
SHEET 2
FOR ROOF
ATTACHMENT
DETAIL

TUBE ALUMINUM
GUSSET, FASTENED
TO POST & BEAM,
TYP. REFER TO
SHEET 5

REFER TO
SHEET 4
FOR POST
ATTACHMENT
DETAIL AT
BASE

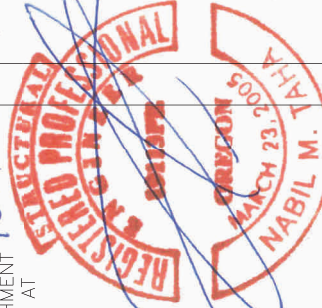


3 | HUT SIDE ELEVATION
SCALE: NTS

REFER TO
SHEET 4
FOR POST
ATTACHMENT
DETAIL AT
BASE

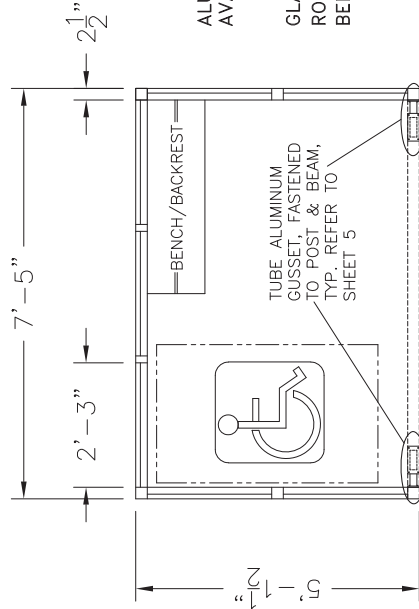
**Structural members only were included in
this structural review/design. Non-structural
members are NOT included.**

10-1-2021



EXPIRES: 6/30/22

2 | HUT FRONT ELEVATION
SCALE: NTS



1 | HUT PLAN VIEW
SCALE: NTS

MODEL #3-2H
ACCOMODATES 3-4

ALUMINUM: 6063-T52
AVAILABLE FINISHES: DARK BRONZE ANODIZE
CLEAR ANODIZE
CUSTOM COLOR POWDER-COAT
GLAZING: 1/4" CLEAR TEMPERED GLASS
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-BLACK KYNAR FINISH
BENCH/BACKREST: EXTRUDED ALUMINUM



**HISTORICAL ROOF
PASSENGER SHELTER**

handi-hut inc. PH: 800-603-6635

RECOMMENDED PAD SIZE-9'-6" X 7'-0" X 6" THICK MINIMUM

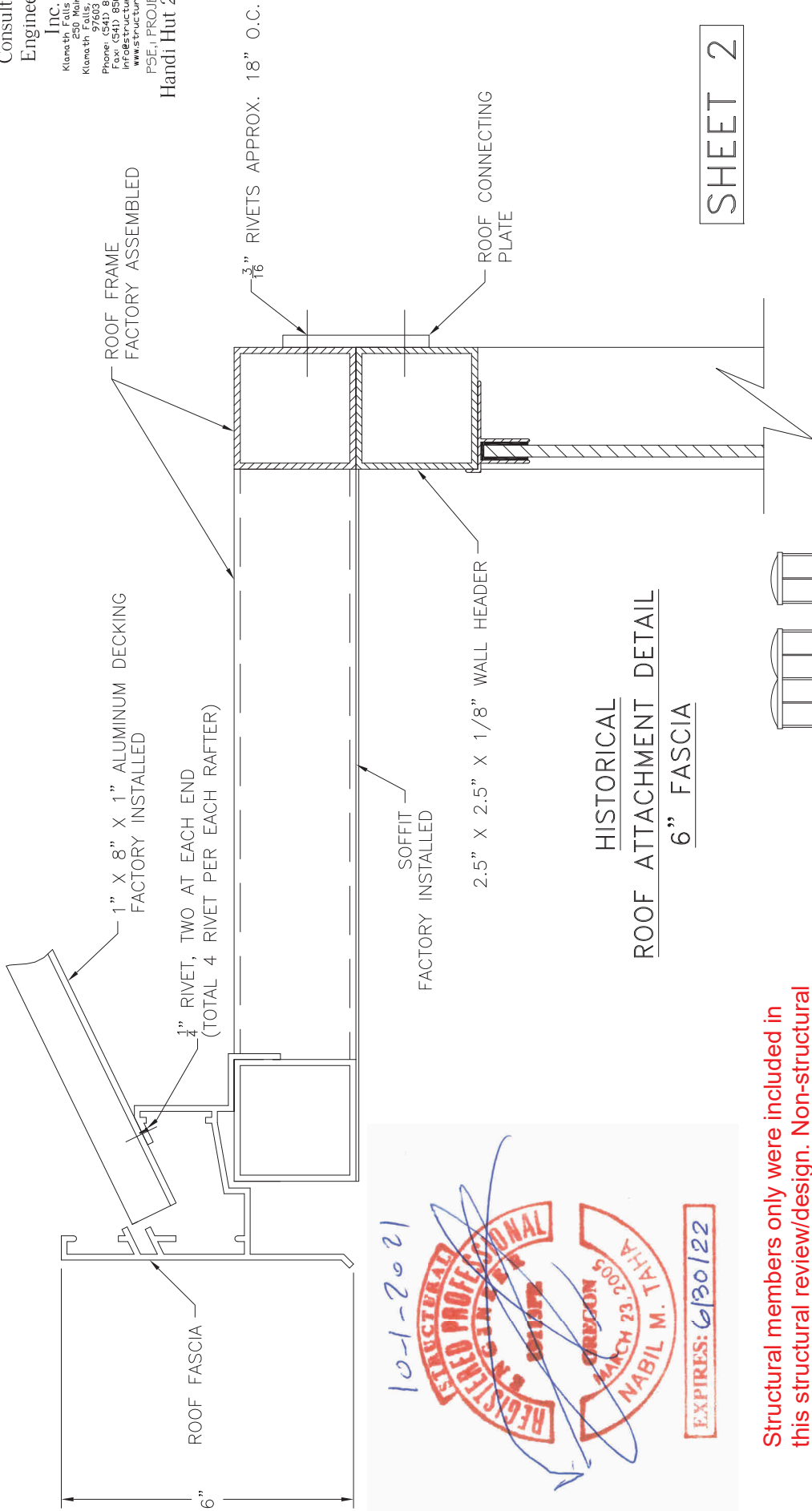
SHEET 1



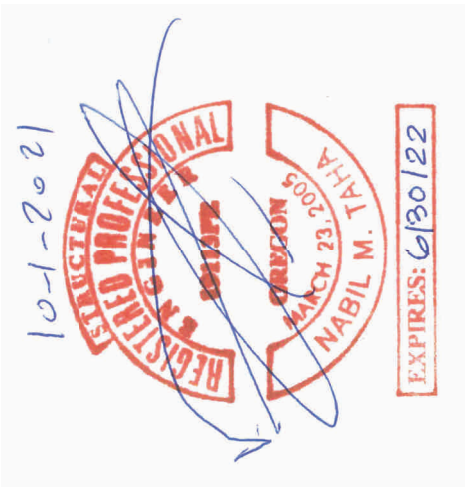
Consulting
Engineers,
Inc.

Klamath Falls Office
250 Main
Klamath Falls, Oregon
97603
Phone: (541) 850-6300
Fax: (541) 850-6233
info@pseinc.com
www.pseinc.com

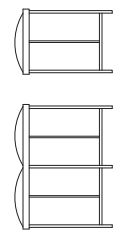
PSE, PROJECT #:
Handi Hut 221-542



SHEET 2



Structural members only were included in
this structural review/design. Non-structural
members are NOT included.



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

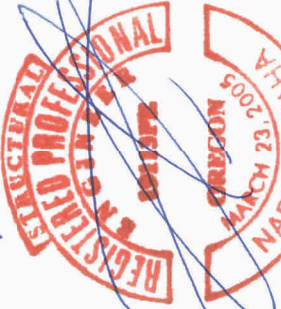


PSE
Consulting
Engineers,
Inc.

Klamath Falls Office
250 Main
Klamath Falls, Oregon
97603
Phone: (541) 850-6300
Fax: (541) 850-6233
info@structure1.com
www.structure1.com

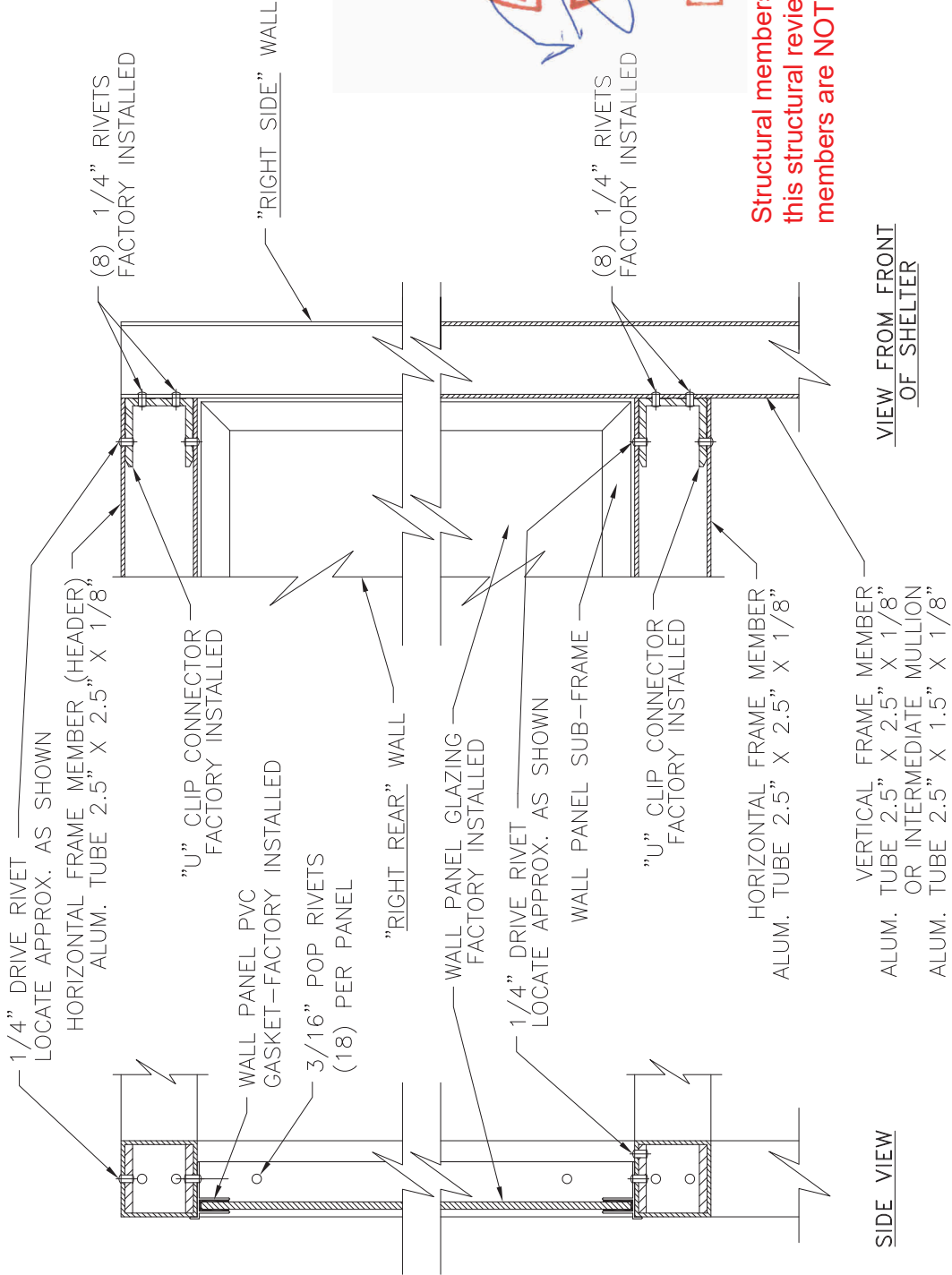
PSE, PROJECT #:
Handi Hut 221-542

10-1-2021

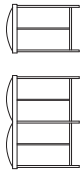


EXPIRES: 6/30/22

Structural members only were included in this structural review/design. Non-structural members are NOT included.



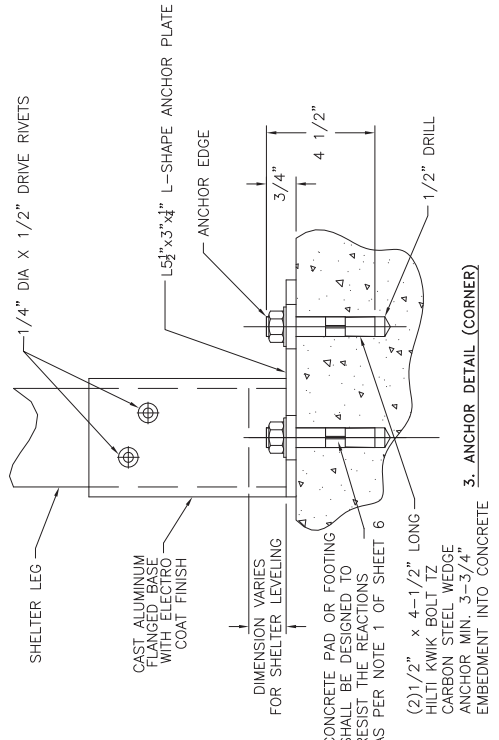
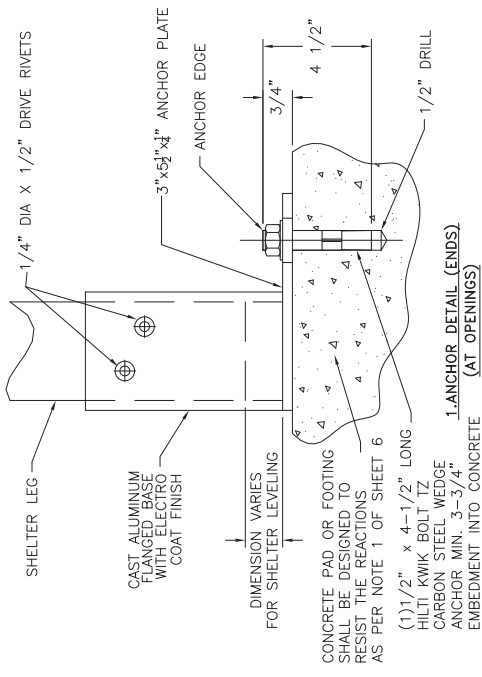
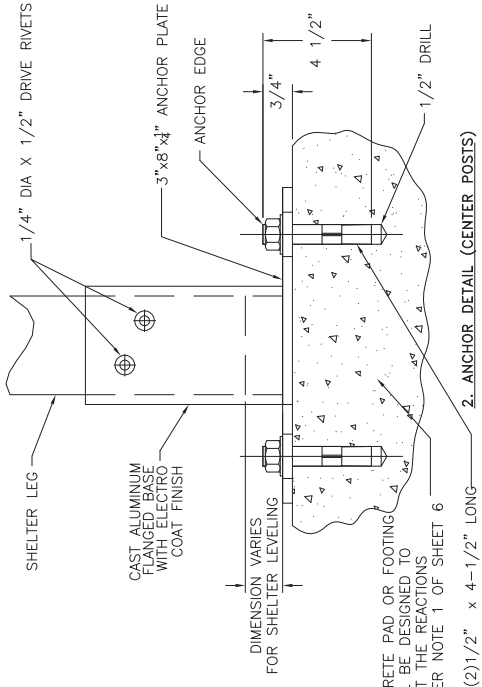
WALL PANEL CONNECTION DETAIL
TYPICAL FOR ALL
WALL PANEL CONNECTIONS



handi-hut inc.
3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

SHEET 3

10-1-2021

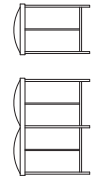


Structural members only were included in this structural review/design. Non-structural members are NOT included.

GENERAL SHEET NOTES:

- Where Aluminum is in contact or fastened to dissimilar materials, direct contact between the aluminum and other material shall be prevented as specified in Aluminum Design Manual, 2020 Part 1: Specification for Aluminum structures - sections M7.1 through M7.3 or by placing a compatible, nonporous isolator between the aluminum and other material.
- All carbon steel anchor bolts shall be Zinc plated as per above note 1.

EXPIRES: 6/30/22



handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011



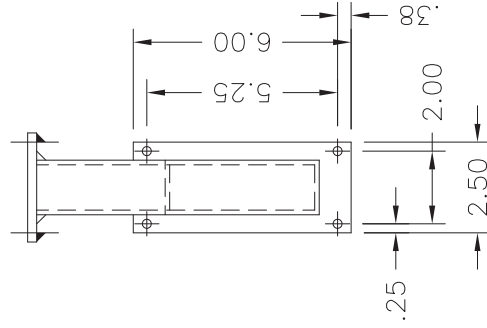
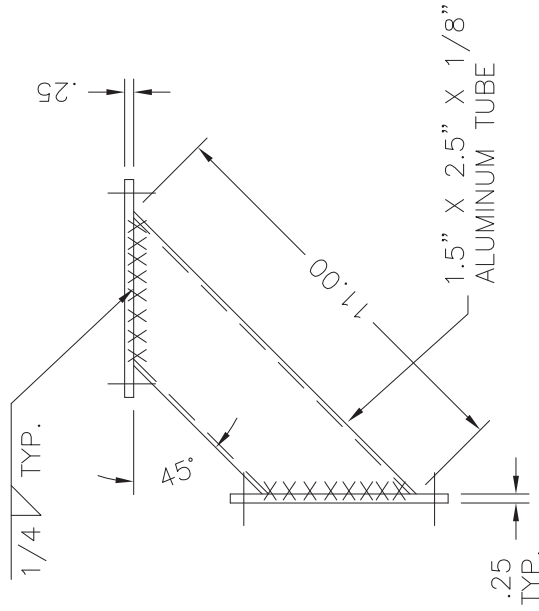
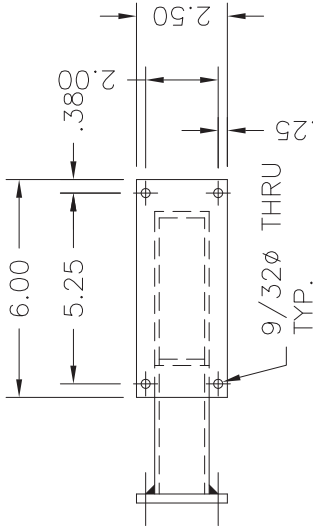
PSE
Consulting
Engineers,
Inc.

Klaneth Falls Office
Klaneth Falls, Oregon
Phone: (541) 859-6300
Fax: (541) 859-6333
www.structure1.com

PSE PROJECT #:
Handi Hut 221-542



Structural members only were included in this structural review/design. Non-structural members are NOT included.



GUSSET DETAIL

MATERIAL: ALUMINUM



3 GRUNWALD ST. CLIFTON, NJ 07013
973-614-1800 FAX: 973-614-8011

SHEET 5

1. FOOTING REACTIONS

The owner/user/builder should use the services of a local licensed engineer to design the concrete pad or footing to support the following loads:

- **Dead Load:**
- **Vertical = 200 lbs, (down);**
- **Horizontal = 100 lbs, Tension & Compression;**
- **Roof Snow Load:**
- **Vertical = 1300 lbs, (down);**
- **Horizontal = 200 lbs, Tension & Compression;**
- **Wind Load (case 1):**
- **Vertical = 1,000 lbs, (up and down);**
- **Horizontal = 800 lbs, Tension & Compression;**
- **Moment = 1000 bs-ft, (In all four perpendicular directions);**
- **Wind Load (case 2):**
- **Vertical = 900 lbs, (up & down);**
- **Horizontal = 925 lbs, Tension & Compression;**
- **Moment = 1,200 lbs-ft, (In all four perpendicular directions);**
- **The above are the reactions due to the basic un-factored loads according to ASCE7-16**
- **All wind loads are at ASD level**
- **Use 2019 Oregon Structural Specialty Code load combinations to determine design loads**



PSE
Consulting
Engineers,
Inc.

Klamath Falls Office
250 Main
Klamath Falls, Oregon
97603
Phone: (531) 850-6200
Fax: (541) 850-6233
info@structure1.com
www.structure1.com

PSE PROJECT #:
Handi Hut 221-542



Structural members only were included in this structural review/design. Non-structural members are NOT included.

SHEET 6



3 GRUNWALD ST., CLIFTON, NJ 07013
handi-hut inc. 973-614-1800 FAX: 973-614-8011

TITLE **FOOTING REACTIONS**

SIZE FSCM NO. DWG NO. REV

SCALE SHEET

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Declaring
and Disposing of Surplus
Property**)
)
)

RESOLUTION NO. 22-08

WHEREAS, Resolution 16-05 provides the Board of Directors of the Tillamook County Transportation District, by resolution, declare District property as surplus and authorize the means by which the District General Manager may dispose of the property; and

WHEREAS, the Board of Directors has determined that the listed property is of no further use or value to the District and should be disposed of as surplus property; and,

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the Tillamook County Transportation District Board of Directors declares the following equipment as surplus property and directs the General Manager to dispose of it as he determines appropriate and most advantageous to the District or community at large.

- 2010 Ford Glavel Concord VIN 3FRNF6FC9AV235209
- 2010 Ford Glavel Concord VIN 3FRNF6FC7AV235208
- 2010 Ford Glavel Concord VIN 3FRNF6FC8AV275927
- 2011 Ford Glavel Concord VIN 3FRNF6FC4BV385634
- 2016 Dodge Caravan VIN 2C7WDGBG9GR262362
- 2016 Dodge Caravan VIN 2C7WDGBG9GR313732
- 2017 Dodge Caravan VIN 2C7WDGBG4HR743096
- 2017 Dodge Caravan VIN 2C7WDGBG4HR743041

INTRODUCED AND ADOPTED this 17th day of March 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Douglas Pilant, General Manager