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## PUBLIC WORKS

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### INFORMAL REQUEST FOR COMPETITIVE QUOTES

**Project Location: Clatsop County, Courthouse**  
**749 Commercial Street**  
**Astoria, Oregon**

**Return Quotes no later than:** September 20<sup>th</sup>, 2016 prior to 3:00 p.m.

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Clatsop County is seeking competitive quotes for the following project:

#### **Carpet Replacement**

#### **Schedule:**

**Pre-Bid Meeting:** A Mandatory pre-bid meeting will be held September 13 at 11:30 a.m. Meeting location is in the basement of the Courthouse in the Nehalem Conference room.

- Install dates:**
- 1; Install in Courtroom 100 Suite, October 17, 18 and 19, 2016.
  - 2; Install in Courtroom 300 Suite, November 2, 3 and 4, 2016.
  3. Install Carpet on Main Stair, October 17, 18 and 19, 2016

#### **Scope of Work:**

1. The County is bidding carpet installation at the Courthouse. The project will be divided up into (3) separate installations.
  - Install No. 1 removal of existing carpet and installation in Courtroom 100 Suite.
  - Install No. 2 removal of existing carpet and installation in Courtroom 300 Suite.
  - Install No. 3 removal of existing carpet from the main stair of the Courthouse and the install of new carpet.
2. Install No. 1 and 2, remove approximately 6,860 s.f. of existing carpet, pad and any other floor, covering. Prepare existing flooring for new modular carpet install. Install new J&J Commercial carpet, Impulse III, Modular, Color: Take A Dare no. 8403, per the attached specification. This is to match the existing carpet in the courthouse no substitutions allowed.

These install dates are fixed based upon when the courtrooms are scheduled to be unoccupied. The area of install will need to be completed and operational prior to the next business day.

3. Install no. 3; remove existing carpet from main stair of Courthouse. Install new broadloom carpet on the stairs. Install October 17, 18 and 19, 2016. Carpet to be Mannington, Kipling II, Lyric (32081) with the UltraBac.
4. Recycle all carpet and related material that are removed from the County buildings. Submit a recycle plan or use established plan from carpet manufacturing company per the specifications. Certified proof of recycling to be submitted prior to final payment.
5. Provide; Performance and Payment Bond's for 100% of the value of the project.
6. Coordinate installation with the County and Clatsop State Courts.

#### **CONTRACTOR SHALL:**

Comply with the, State Building Codes and the requirements of local code officials  
Comply with all OSHA safety requirements  
Obtain and pay for permit  
Assume damage to existing building caused by work on this project and restore any damage  
Guarantee all work for (2) year from date of completion, unless manufacture provides longer warranty.

#### **Contractors / Bidders:**

A Mandatory pre-bid meeting will be held September 13 at 11:30 a.m. The building may be available for inspection at other times, please call and make an appointment to inspect prior to bid due date if desired, inspections can only occur in the courtroom when no court is in session; this usually means prior to 8 am, noon or after 5 p.m.

All employees of the contractor that will be working on site will need to pass a criminal background check and be approved by our Sheriff's Office.

David Dieffenbach, Capital Improvement Projects Manager  
800 Exchange, Suite 222  
Astoria, OR 97103  
Desk 503-338-3695,  
Fax 503-325-8606

Contact Email: [ddieffenbach@co.clatsop.or.us](mailto:ddieffenbach@co.clatsop.or.us)

**Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.**

**Attached:** Bidding Form, Carpet Specifications, floors plans, background form, and sample contract.

# EXHIBIT 1

## Bid Proposal Form

### Clatsop County: Courthouse Carpet

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Supplemental Specifications, Special Provisions, Plans, Drawings, Form of Contract, General Information and General Requirements and other required provisions relating to the "Construction Project", on file in the office of the Building and Grounds Division of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment to complete the project as described herein and to perform the work in full accordance with said Specifications and drawings, and to meet the performance and prescriptive requirements describe herein and made necessary by system requirements and governing regulations.

Bid Proposal Form

**BID: Clatsop County Courthouse Carpet replacement.**

	Bid
General Cost (O&P, Delivery, Bonds, Permits, Supervision, Etc.)	\$
Install No. 1, Modular carpet, approximately 2,700 s.f. Install dates Oct. 17, 18 and 19, 2016.	\$
Install No. 2, Modular carpet, approximately 4,010 s.f. Install dates Nov. 2, 3, and 4, 2016.	\$
Install No. 3, Broadloom carpet, main stair case, Install dates Oct. 17, 18 and 19, 2016	\$
Misc.	\$
Total	\$

Written amount (total)

DOLLARS (\$ \_\_\_\_\_)      Date (\_\_\_\_\_)

**Performance: Clatsop County: Courthouse Carpet Install**

The bidder acknowledges that the Carpet install must be completed on the days specified herein.

The County and the Circuit Court are coordinating the moving of existing furniture, the contractor will need to work with the County and the Court to allow the install to be successful.

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be property of the County.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
_____	_____
_____	_____

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety \_\_\_\_\_

Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

Prior to Closing date and time; Email completed bid form to David Dieffenbach, [ddieffenbach@co.clatsop.or.us](mailto:ddieffenbach@co.clatsop.or.us) or deliver to 800 Exchange, St. Suite 222, Astoria, OR 97103

Name of Company Bidding: \_\_\_\_\_

Phone No. of Bidder: \_\_\_\_\_

# Clatsop County Courthouse Carpet Replacement.

## Install No. 1 and 2

### Courtroom Areas

#### SECTION 0968 5

##### PART 1 GENERAL

##### 1.01 THIS SECTION INCLUDES

A. Carpet flooring as shown on the drawings and schedules and as indicated by the requirements of this section.

##### 1.02 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 sections) apply to the work in this section only.

##### 1.03 RELATED SECTIONS

A. NA

##### 1.04 QUALITY ASSURANCE AND REGULATORY REQUIREMENTS

A. Qualifications of Installers: All work shall be done by installation firms specializing in commercial carpet installation. It is required, that the firm or individual shall provide written Certification from Capet Manufactures, that contractor is a certified installer for the specified products. Flooring contractor to be specialty contractor normally engaged in this type of work and shall have three (3) years minimum documented experience in commercial installation of these materials and participation in manufacturer's environmental program including responsible carpet removal, recycling, and installation.

B. Flooring contractor will be responsible for the proper product installation, including floor preparation in all the areas indicated in the drawings to receive carpet. The carpet installation standard will be as listed in The Carpet and Rug Institute's Standard for Installation of Commercial Carpet CRI-104, the standard that establishes the minimum installation procedures.

C. Flooring contractor to provide owner a written warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of no less than two (2) years after job completion.

D. All warranties must be issued by the manufacturer as standard published warranties on all types of carpet within this document. Second source warranties that involve parties other than the carpet manufacturer are unacceptable. If the product fails to perform as warranted when installed according to the J+J Flooring Group carpet installation handbook and maintained according to J+J Flooring Group maintenance instructions, the affected area will be repaired or replaced at the expense of the manufacturer. The carpet manufacturer will provide standard published written performance warranties for the following:

1. Lifetime warranty against excessive surface wear. Excessive wear means no more than 10% loss of pile fiber weight measured before and after use as tested under ASTM D-3936.
2. Lifetime static protection, meaning built-in protection below 3.0 kv as tested under AATCC-134.

3. Tuft Bind (edge ravel, yarn pulls, zippering)
4. Delamination  
Lifetime Moisture Barrier (excluding Premier Bac)
5. Lifetime Dimensional Stability (for modular products only)

E. Carpet manufacturer to provide field service experts to assist in project start-up as required by the job. Manufacturer will notify owner, architect, general contractor, or another designated contact if any installation instructions are not followed.

F. Provide flooring material to meet the following test performance criteria as tested by a recognized independent testing laboratory. Certified test reports shall be submitted by the carpet manufacturer for each test method. Requirements listed below must be met by all products being submitted for approval:

1. Pill Test / DOC-FF-1-70 (ASTM D-2589) - Requirement: Pass
2. Flooring Radiant Panel / ASTM E-648 - Requirement: Class I (Above .45 w/cm)
3. CRI VOC Chamber Test/Indoor Air Quality test (CRI-IAQ) Green Label Plus Test.
4. Lightfastness: Rating of not less than 5 on International Grey Scale after 40 SFU's when tested in accordance with AATCC Test Method 16E.
5. Crockfastness: Minimum stain rating on International Grey Scale of not less than 5 wet or dry when tested in accordance with AATCC Test Method 165.
6. Atmospheric Fading: Burned Gas shall not be less than 5 on International Grey Scale after two cycles on each test as per AATCC Test Method 129 Ozone and AATCC Test Method 23.

G. Waste Reduction: If applicable, all polyethylene roll wrap shall be collected and recycled and all cardboard be collected and recycled.

#### **1.05 SUBMITTALS**

A. Submit to architect and/or owner ten (10) days prior to install, two (2) 12" x 12" finished samples of the exact type of carpet proposed, including quality, pattern, color, and backing.

B. Submit to architect and/or owner ten (10) days before bid, any proposed substitutions for consideration. Submit at least three (3) references of installations that have been in use for two (2) years or more using the same backing technology of all carpets, as described within this text. Include contact names and telephone numbers.

C. Submit manufacturer's warranties, installation instructions, and maintenance instructions before bid date.

D. Submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests as well as the test listed under 1.04 F.

E. Submit to architect and/or owner ten (10) days prior to bid, the manufacturers plan for recycling the specified carpet and related items at the end of the useful life of the carpet.

#### **1.06 ENVIRONMENTAL/FIELD CONDITIONS**

A. Deliver all materials to the installation site in the manufacturer's original packaging and in good condition. Packaging to contain manufacturer's name and marks, identification number, shipping and handling instructions and related information.

B. Delivered and stored materials must be available for inspection as required by the owner, architect, general contractor, and/or the manufacturer.

C. Sub-floor preparation is to include all required work to prepare the existing floor for installation of the product as specified in this document. Sub-floor preparation shall meet all conditions as specified in J+J Flooring Group's Modular Carpet installation instructions.

D. Sub-floor preparation will include, as required, the removal and repair of the existing floor surface. It is required that the floor of a renovation project be inspected before the bid date.

E. All materials, including adhesives, are to be delivered to the site of installation at a minimum of 24 hours prior to the start of installation and stored in a clean and dry room that measures above 65°F and below 95°F and measures between 10% and 65% relative humidity (RH). To maintain temperature and relative humidity, permanent heating and air conditioning systems (HVAC) must be in operation. Stack rolls horizontally and no higher than two rolls high on a flat surface. After work is completed, the ambient room temperature should remain at 65°F and relative humidity between 10% and 65% for 48 hours. These materials and related adhesives shall be protected from the direct flow of heat from heating fixtures and appliances such as hot-air registers, radiators, or other. Site conditions shall include those specified in the carpet manufacturer' installation manual and shall also include sufficient heat, light, and power required for effective and efficient working condition.

F. Once the temperature and relative humidity in area for installation have been stabilized, loose lay the carpet within the installation area and allow it to precondition for 24 hours prior to installation. Carpet installation shall not commence until painting and finishing work is complete and ceiling and overhead work is tested, approved, and completed. Traffic shall be closed during the installation of the flooring products. Verify concrete slabs are dry per the standards for bond and moisture tests listed in the manufacturer's installation manual.

#### **1.07 SUBSTITUTIONS**

A. All Bid submittals must conform to the specifications in this document.

B. All test results to be in accordance with a certified independent testing laboratory.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

A. Acceptable Manufacturer: J&J Commercial

1. Lifetime warranty against excessive surface wear. Excessive wear means no more than 10% loss of pile fiber weight measured before and after use as tested under ASTM D-3936.
2. Invision, a brand of J+J Flooring Group, P.O. Box 1287, Dalton, GA, 30722. (800) 241-4586. JJ-INVISION.COM. Please contact Austin Hall , (503) 349-4034, Austin.Hall@jjflooringgroup.com
3. Any manufacturer and/or product must meet or exceed those requirements specified under all sections of this document in pattern, color, and fiber. Any substitutions must be made in accordance with Section 1.00 of this document.

#### **2.02 FLOORING MATERIALS**

A. Carpet Tile Type 1:

1. Product: Impulse III Modular 7246 manufactured by J&J Industries
2. Color: Take A Dare 8403
3. Construction: Level Loop
4. Backing: Nexus® Modular
5. Dye Method: Solution/Yarn Dyed
6. Fiber Type: Encore® BCF (with recycled content)
7. Face Weight: 21 oz./sq. (712 grams/m<sup>2</sup>)
8. Pile Density: 7061 oz./y<sup>3</sup>. (261.83 kg/m<sup>3</sup>)
9. Gauge: 1/10 (3.94 rows/cm)

10. Stitches: 8.5 stitches/in (3.35 stitches/cm)
11. Pattern Repeat: N/A
12. Soil Release: Yes
13. Stain/Bleach Resistance:  
**Notice:** Undefined index: StainBleachResistance in /home/jj/public\_html/wp-content/plugins/jj-spec-tool/inc/output/page\_blocks/invision/product\_specs.php on line 18 No
14. Optional Treatments: No
15. Standard Size: 24" x 24" ( approx. (60.96cm x 60.96 cm)
16. Warranties: Lifetime Fiber Performance for Wear, Lifetime for Tuft Bind Strength (edge ravel, yarn pulls, zipping), Lifetime Protection from Delamination Failure, Lifetime Fiber Performance for Static, Lifetime Colorfastness to Atmospheric Contaminants, Lifetime Stain Removal
17. Testing Specifications - Pill Test: Yes
18. Testing Specifications - Flooring Radiant Panel: Class 1
19. Testing Specifications - Smoke Density: Less than 450 flaming (ASTM E 662)
20. Testing Specifications - Static Test: Less than 3kv (AATCC-134)
21. Testing Specifications - Lightfastness Test: 1

### **2.03 ADHESIVES**

A. Commercialon® Premium Modular Pressure Sensitive Adhesive, a premium modular flooring adhesive specifically formulated for bonding J+J Flooring Group's Nexus® Modular PVC backed carpet to the floor.

### **2.04 ACCESSORIES**

- A. Provide transition/reducing strips tapered to meet abutting materials as indicated in the drawings.
- B. Provide edge strips made of extruded aluminum with a mill finish, unless otherwise noted.

## **PART 3 EXECUTION**

### **3.01 INSPECTION**

- A. Examine and verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are dry enough and ready for flooring installation by testing for moisture emission rate and alkalinity in accordance with ASTM F 710; obtain instructions if test results are not within limits recommended by carpet manufacturer and adhesive materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.
- F. J+J/Industries requires that the carpet be inspected prior to installation for proper style, color and potential defects. No claims will be honored if the carpet is installed with visible defects. Should there be a problem, call 800.241.4586, ext. 8210.

### **3.02 PREPARATION**

- A. Starting installation constitutes acceptance of sub-floor conditions.

- B. SURFACE PREPARATION- Dust, dirt, debris and noncompatible adhesive must be removed before the installation begins. Surfaces must be smooth and level with all holes and cracks filled with Portland cement-based patch reinforced with polymers or primed with TriSeal Sealer.
- C. LATEX OR OLD ADHESIVES - Must be mechanically scraped down to a bare residue flat with the concrete substrate or covered with a skim coat of Portland cement-based patch reinforced with polymers. Any old adhesive residue must also be covered with TriSeal Sealer. Note: Failure to remove or seal old latex or cut back adhesive may cause installation failure, plasticizer migration, shifting, buckling or edge curling; these conditions will not be covered under warranty.
- D. CONCRETE MOISTURE TESTING and pH Testing - Substrate surfaces must be tested for moisture emission. It is the responsibility of the owner or owner's representative to perform moisture testing prior to starting the installation. ASTM-F2170-2 relative humidity probe moisture testing or ASTM-F1869 calcium chloride testing can be performed on the concrete to determine the surface moisture emission rate. Acceptable relative humidity probe testing results are up to 75% RH. An acceptable result for calcium chloride moisture testing is up to 5 lbs per 1,000 SF per 24 hours. Alkalinity tests should also be performed per ASTM-F710. The maximum acceptable pH is 9.0. Invision prefers relative humidity probe moisture testing over calcium chloride testing, as the results are more accurate and reliable. For test results that determine RH test readings of 75% - 85%, moisture emission rates of 5 lbs - 8 lbs, or pH readings of 9.0 - 11.00, XL Brands DriSeal Concrete Moisture Sealer is required. NOTE: When both XL Brands TriSeal Sealer and DriSeal Concrete Moisture Sealer are required, TriSeal is applied prior to DriSeal.

### **SUBFLOORS**

- A. New Concrete - New concrete must be fully cured and free of moisture. New concrete requires a curing period of approximately 90 days.
  - B. Old Concrete - Old concrete must be checked for moisture. Dry, dusty, porous floors must be primed; primers will not correct a moisture problem.
  - C. Wood - Wood floors must be smooth and level. If the floor is uneven, an approved underlayment will be required. Old finishes must be tested for compatibility with adhesives or removed and porous wood primed with TriSeal Sealer.
  - D. Terrazzo / Marble - Level all grout lines with Portland cement-based patch reinforced with polymers. Glossy surfaces must be sanded for adhesive bond. Waxes and similar finishes must be removed.
  - E. Hard Surfaces - Tiles must be well secured to the floor or removed. Broken, damaged, or loose tiles must be replaced. Waxes and similar finishes must be removed from VCT before applying adhesive. Existing sheet vinyl is not a suitable substrate for modular installation and must be removed.
  - F. Old Carpet - Remove old carpet and check adhesives for compatibility. If unsure, remove or cover adhesive with a Portland based patching compound or encapsulated with XL Brands TriSeal Sealer.

### **3.03 INSTALLATION OF FLOORING**

- A. Install flooring in strict accordance with the finish drawings, manufacturer's instructions, and CRI Carpet Installation Standard. Install carpet tile in accordance with manufacturer's instructions and CRI 104.
- B. FULL SPREAD ADHESIVE SYSTEM- J+J Flooring Group requires a full spread adhesive system for installation of Nexus Modular (carpet tile). Fully spread Commercialon® Premium Modular Pressure Sensitive Adhesive using a 1/32 x 1/16 x 1/16 “U” or “V” notch trowel or spread using a 3/8” foam paint roller. Keep the roller saturated and wet with adhesive throughout the installation in order to maintain a constant spread rate. Allow to completely dry so adhesive does not transfer when touched. The spread rate for Commercialon Premium Modular Adhesive is approximately 140 sq. yds. per four gallon bucket. Nexus® Modular Spray Adhesive is available in a 14 lbs cylinder (coverage is approx. 165 sq yds). Note: Inadequate amounts of

adhesive can cause modules to shift and move and will not be covered under warranty. Warranty coverage requires the use of Commercialon Premium Modular Adhesive. J+J Flooring Group will not be responsible for the adhesive bond where other adhesives have been used.

C. TILE PLACEMENT - Arrows are embossed or printed on the module backing to show pile direction. To ensure proper alignment, check spacing every ten modules. Measure ten modules; proper spacing should be within ¼ inch. Continue to check spacing every ten modules throughout the entire installation.

D. PALLET AND BUNDLE SEQUENCING - It is very important to install Invision modules in the order they were manufactured; this is easily accomplished by selecting pallets in sequential order and following the numbers located on each bundle. Typically, an installation will begin with the lowest bundle numbers and progress through the highest numbers until the project is complete. Installing modules by bundle sequence will assure the most even uniform look possible. (For layout and installation instructions refer to Invision Carpet Installation Handbook or CRI 104 Standards.)

E. FLATWIRE CABLE / TRENCH HEADERS - Cable should be centered under modules and no adhesive used unless approved by the manufacturer. Trench headers require a control grid of adhesive on either side of header panels to prevent movement. It is highly recommended that these areas be installed ashlar.

F. STAIRS- Use single or double undercut stair nosing and cut tiles to fit nosing, both step and riser. Use full spread adhesive under modules.

G. FINISHED INSTALLATION- Roll entire job with 75-100 lb. roller after completion of installation.

### **3.04 INSTALLATION OF ACCESSORIES**

A. Install accessories as required by drawings and per manufacturer's specifications.

### **3.05 CLEANING AND PROTECTION**

A. Remove excess adhesive without damage, from floor, base, and wall surfaces.

B. Clean and vacuum carpet surfaces.

C. LOOP PILE CONSTRUCTION--Carpet modules with loop pile constructions may experience yarn blossoming at the edges, which is consistent with this type of construction. Clipping or shearing the yarn edges can remedy this condition.

**Broadloom Sheet Carpeting**  
**Main Stair**  
**Install No. 3**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Carpet removal, new carpet and accessories for direct glue down installation.
- B. Alternates or Substitutions: Approval of alternate or substitute products will be considered only under the terms and conditions as outlined below:

Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of the standards required. Regardless of format of specifications, any product other than those named in Part 2 -Products, item number 2.01, must proceed as an alternate or substitute. A bidder who proposes to quote on the basis of an alternate or substitute material or system shall submit to the owner, at least 7 days prior to the scheduled bid date, the following information:

- 1. Written application for approval of alternate or substitute to include specifications of alternate or substitute carpet on company letterhead and signed by company officer.
- 2. "24" x "24" sample of the proposed alternate or substitute with recommended backing technology.
- 3. A complete sample representation of colors available.
- 4. Copies of warranties for proposed alternate or substitute.
- 5. Consideration will be given to only those alternates or substitutes that are approved prior to scheduled bid opening date.
- 6. List of approved alternates or substitutes will be issued to all bidders prior to bid opening.

- C. General: The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as if bound herein:

American Society for Testing and Materials (ASTM):

- 1. E648 – Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- 2. E662 – Test Method for Smoke Density
- 3. AATCC 16E- Color Fastness to Light
- 4. AATCC 129- Color Fastness to Ozone and Gas
- 5. AATCC 134- Static Generation of Fiber
- 6. AATCC 175- Red 40 Stain Test
- 7. DOC-FF-1-70- Pill Test

1.02 SUBMITTALS

- A. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale, indicating locations of seams and all trim: size and location of all fill strips, and location of trim at all exposed edges.
- B. Samples: Submit for verification purposes, 9" x 9" samples of each carpet required. Samples shall be accompanied by manufacturer's technical specification for each carpet required using terminology characteristics as listed in this specification. Also include a complete representation in sample form of all available colorations.
- C. Maintenance Data: Submit manufacturer's printed maintenance recommendations for the care, cleaning, and maintenance of the carpet, including detailed instructions pertaining to hot water extraction methods.

1.03 QUALITY ASSURANCE

- A. Flooring Contractor's Qualifications: Firm with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section. FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSAL WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM AS AN APPROVED INSTALLER FOR THIS PROJECT.
- B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section. Manufacturer must be ISO 14001 certified.
- C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.
- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots. Carpets that are piece dyed and are limited to dye batch sizes must be approved by the owner. Transition from one dye lot to another shall be detailed on shop drawings and approved by owner.
- F. Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse owner the testing expense and the carpet may be rejected.

1.04 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver carpeting materials in original mill protective wrapping with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.
- B. Cutting: Before roll carpet is cut, it shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet shall be rolled out to insure that carpet rolls are from the same dye lot.
- C. Deliver all required overages and maintenance stock to owner's specified location prior to installation.

1.05 JOB CONDITIONS

- A. Environmental Conditions: Maintain temperatures in space in accordance with carpet or adhesive manufacturer's recommendations, but in no case less than 65 degrees F for 24 hours prior to, during and after installation. Subfloor temperature should be a minimum 65 degrees F for 24 hours prior to and after installation.
- B. Precondition: All of the carpet shall be spread in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 65 degrees F with humidity between 10% to 65%.

1.06 SEAMING REQUIREMENT

- A. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
  - 1. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by owner or owner's representative.
  - 2. No cross seams shall be allowed in \_\_\_\_\_ drops of 10 feet or less.

3. Seams shall be inconspicuous to visual inspection. No seams shall be placed perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
4. No carpet pieces less than 12 inches in width shall be used in the work.
5. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

1.07 EXTRA STOCK

- A. General: Furnish 5% additional yardage of each carpet type required; extra yardage is over and above any overage provided by manufacturer. Normal manufacturing overage not to exceed 10% for under 1000 yards, not to exceed 5% for over 1000 yards. Deliver to the Owner uncut in clearly marked dust-proof packages **prior to commencement of work**; store where directed.

PART 2 - PRODUCTS

2.01 CARPET

\* All substitutions of equal products must be approved 7 days prior to bid.

- A. Carpet Type CPT-1: Carpet shall meet the following minimum requirements – Kipling II UltraBac RE:
- |                           |  |
|---------------------------|--|
| Color:                    | Lyric (32081)  |
| Construction:             | Tip Sheared Patterned Loop   |
| Face Fiber:               | Invista Antron Legacy or Lumena Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment, and a Fiber Modification Ratio of < 1.5  |
| DYE METHOD:               | Yarn / Solution  |
| ANTIMICROBIAL:            | mCare, Inhibits Fungi and Bacterial Growth, Passes AATCC 174   |
| GAUGE:                    | 5/64   |
| STITCHES PER INCH:        | 12.66  |
| PILE THICKNESS:           | .118 Inches  |
| FINISHED YARN WEIGHT:     | 23 Ounces Per Square Yard  |
| DENSITY:                  | Average Density = 7,016; Weight Density = 161,389  |
| Soil Retardant            | DuraTech by Invista  |
| Stain Resistance          | XGuard with 15 Year Limited Warranty Against Staining  |
| Bleach Resistance         | ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills  |
| Primary Backing:          | 100% Synthetic   |
| Secondary Backing:        | UltraBac RE Certified to NSF/ANSI 140 – 2007e Platinum with minimum 10% Recycled Content   |
| Width:                    | 12'  |
| Fiber Modification Ratio: | < 1.5; To estimate the Modification Ratio of a fiber shape, the size of the outer circle's circumference of the fiber is compared to the size of the inner circle's circumference. The smaller the number, the less likely the fiber shape will trap and hold soil and be subject to premature crushing and matting. |
| Static Control:           | < 3.0 KV when tested under AATCC 134   |
| Flammability:             |  |
| a. DOC-FF-1-70 Pill Test: | Passes.  |
| b. Floor Radiant Panel:   | Meets NFPA Class 1 when tested per ASTM-E-648 glue down.   |
| c. NBS Smoke Chamber      | Less than 450 Flaming Mode. Per ASTM-E-662   |
| Indoor Air Quality:       | Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.   |
| NSF 140 Certification:    | SCS Sustainable Choice Platinum  |
| Colorfastness:            |  |
| a.                        | Lightfastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.  |
| b.                        | Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.  |
| Carpet Manufacturer:      | Subject to compliance with specifications, the following manufacturer is approved:   |

Pattern and Color: Mannington Commercial, Contact: Customer Service 800-241-2262  
Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.

#### B. WARRANTIES

1. Manufacturer's Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
  - a) For the life of the carpet, will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.
  - b) For the life of the carpet, will not delaminate from secondary backing.
  - c) For the life of the carpet, will not show continuous unraveling of yarn at the seams.
  - d) For the life of the carpet, will provide superior tuft bind properties in high traffic environments
  - e) For the life of the carpet, will retain at least 90% by weight of pile fiber.

#### C. CATIONIC STAIN RESISTANCE

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent and warranted for 15 years.

#### D. BLEACH RESISTANT

1. Will resist color loss from diluted bleach applications for a period of fifteen years from the date of original installation. Diluted bleach applications means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.

#### E. ENVIRONMENTAL ATTRIBUTES – LEED Criteria

1. Carpet must be 100% recyclable.
2. Carpet must meet the NSF 140 standard SCS Sustainable Choice-Platinum/EPP, California Platinum.
3. Recycled Content: Carpet must contain 10% post-consumer based on total product weight.
4. Carpet mill must be ISO 14001 certified.
5. Low Emitting Materials: Carpet and adhesives, must meet the *Low Emitting Materials* standards as outlined in U.S. Green Building Council LEED criteria.
6. Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule #1168, and CRI's Green Label Plus.
7. End of Life Reclamation: Carpet must have an existing methodology actively in place to achieve landfill diversion. Refer to Section 3.03 of this section for specific requirements for reclamation of material.

## 2.02 ACCESSORIES

- A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing – Mannington M-Guard Ultra Adhesive; have no calculated VOC's, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program, SCAQMD Rule 1168 and CHPS 1350. MSDS and samples required on product used. Adhesive must have a 10 year bond warranty from manufacturer.
- B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining kraft laminated paper.

## PART 3 - EXECUTION

### 3.01 CARPET REMOVAL

- A. Remove and dispose of all existing carpet and materials to make subfloor acceptable for installation if applicable. Do not damage adjacent historic wood work on stair.

### 3.02 INSPECTION

- A. General: Do not start work until works of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of subfloor conditions and full responsibility for completed work.
- B. Materials: Unroll all goods to verify all goods uniformity, quality, color and texture against the approved samples prior to installation. Any discrepancy should be brought to the attention of the Construction Manager.

### 3.03 CARPET RECLAMATION– Carpet Reclamation program shall be through carpet manufacturer's recycling program: LOOP by Mannington.

#### A. SUBMITTALS

1. Proposed dust-control measures.
2. Proposed packing and transportation measures.
3. Schedule of carpet reclamation activities indicating the following:
  - a. Detailed sequence of removal work.
  - b. Inventory of items to be removed and recycled.
4. Reclamation agency records indicating receipt and disposition of used carpet.

#### B. QUALITY ASSURANCE

1. Reclamation Agency: Mannington LOOP program providing used carpet recycling program.
2. Carpet Remover: Firm [or designated agent firm] providing carpet removal services through carpet manufacturer's recycling program.
3. Regulatory Requirements: Comply with governing regulations. Comply with hauling and disposal regulations of authorities having jurisdiction.
4. Record off-site removal of debris and materials and provide the following information regarding the removed materials. Time and Date of Removal; Type of Material; Weight and Quantity of Materials; Final Destination of Materials.
5. Certification: Reclamation Agency and Carpet Remover shall certify in writing that used carpet was removed and recycled to assure carpet is not landfilled.
6. Removed carpet and associated materials shall not be removed and placed in a landfill.

#### C. PREPARATION

1. Vacuum used carpet before removal.

D. CARPET REMOVAL

1. Remove used carpet in large pieces, roll tightly, and pack neatly in container. [Include carpet scrap and waste from new installation.] Immediately remove from Site and place in container or trailer.
2. Deposit only clean, dry used carpets in containers. Clean shall be defined as carpet free from demolition debris or asbestos contamination, garbage, and tack strips.

E. CONTAINER DISPOSAL

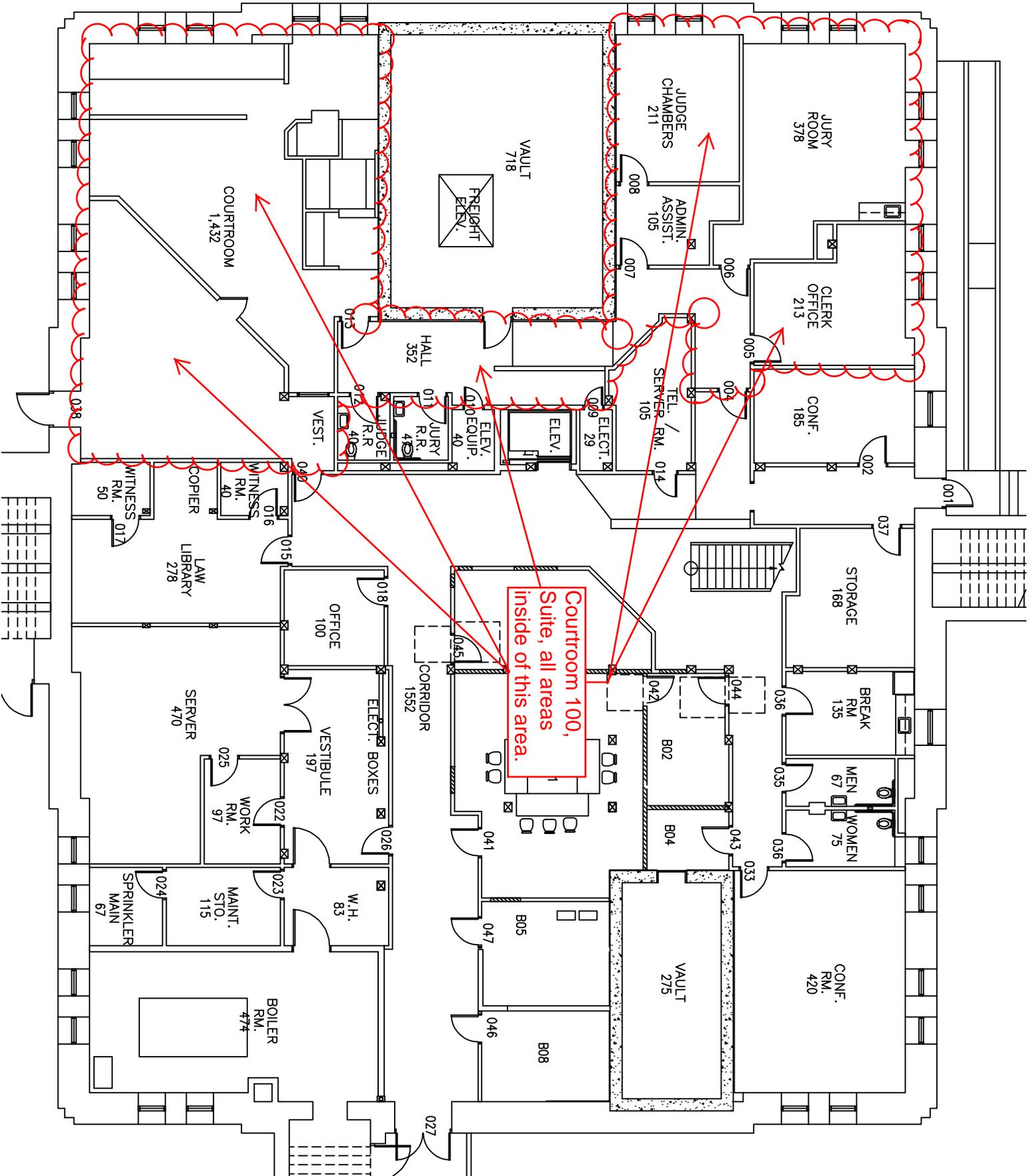
1. Place corrugated sleeve around 40" x 48" pallet. Containers will hold up to 150-200 yards / 800-1,000 lbs.
2. Carpet removal: Cut carpet in 4-foot strips using National #581 Just Push Cutter.
3. Roll carpet up and place standing up in containers. Place lid on containers when full. Place plastic sleeve over containers and stack two high.
4. Store containers until project is complete or you have a full trailer load. A typical trailer can hold 50-52 containers of 40,000 lbs.

3.04 INSTALLATION, GENERAL

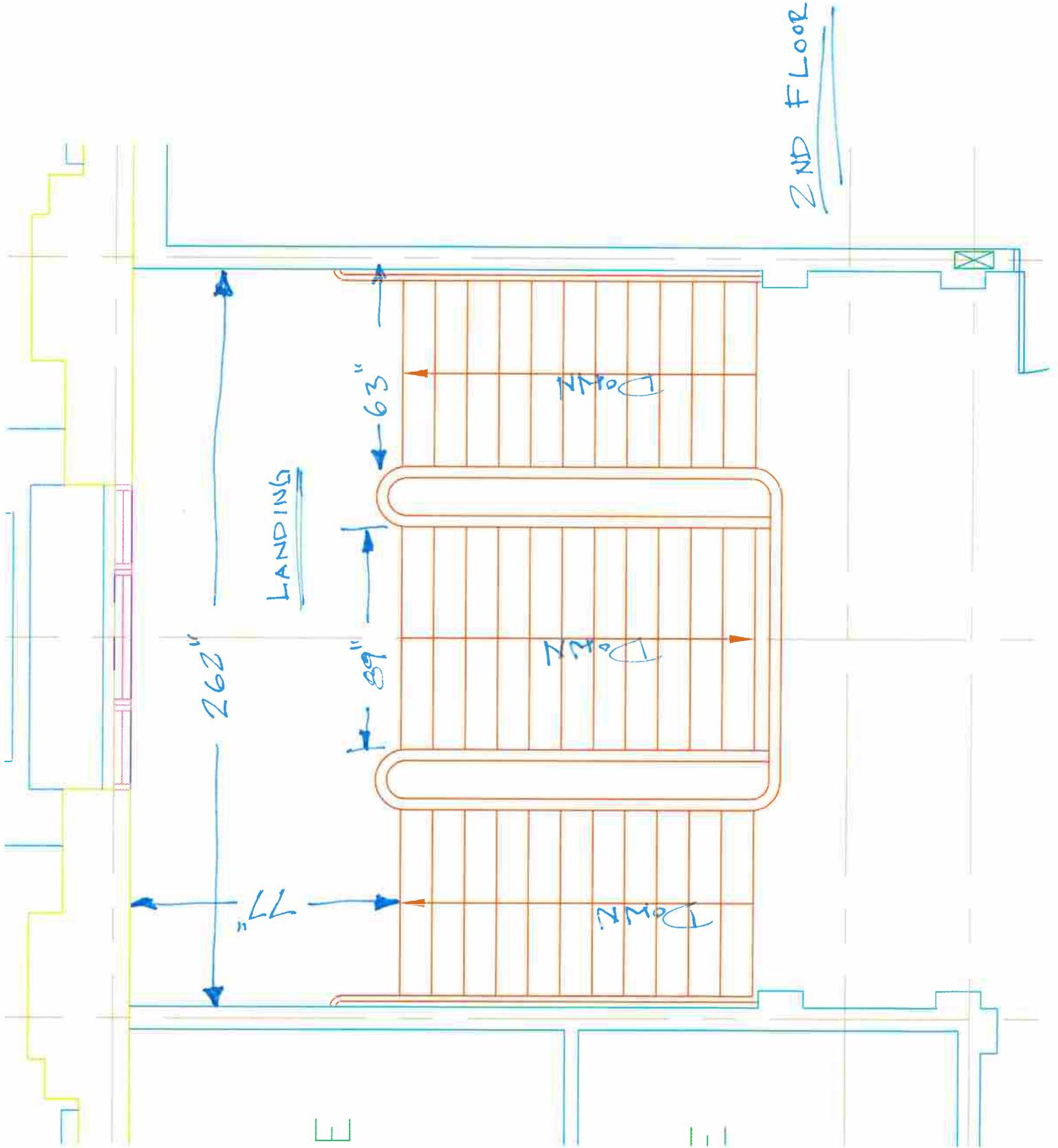
- A. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method. Comply with manufacturer's instructions and recommendations for installation of carpet on stairs. Fit carpet to existing wood work on stair; do not leave any exposed edges of the carpet.
- B. Prepare the subfloor to insure a successful installation.
- C. Carpeting shall be installed with pile lying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
- D. Installed carpet shall be free from ripples, ravel, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the contractor's responsibility to trim all edges to eliminate fuzzy seams.
- E. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

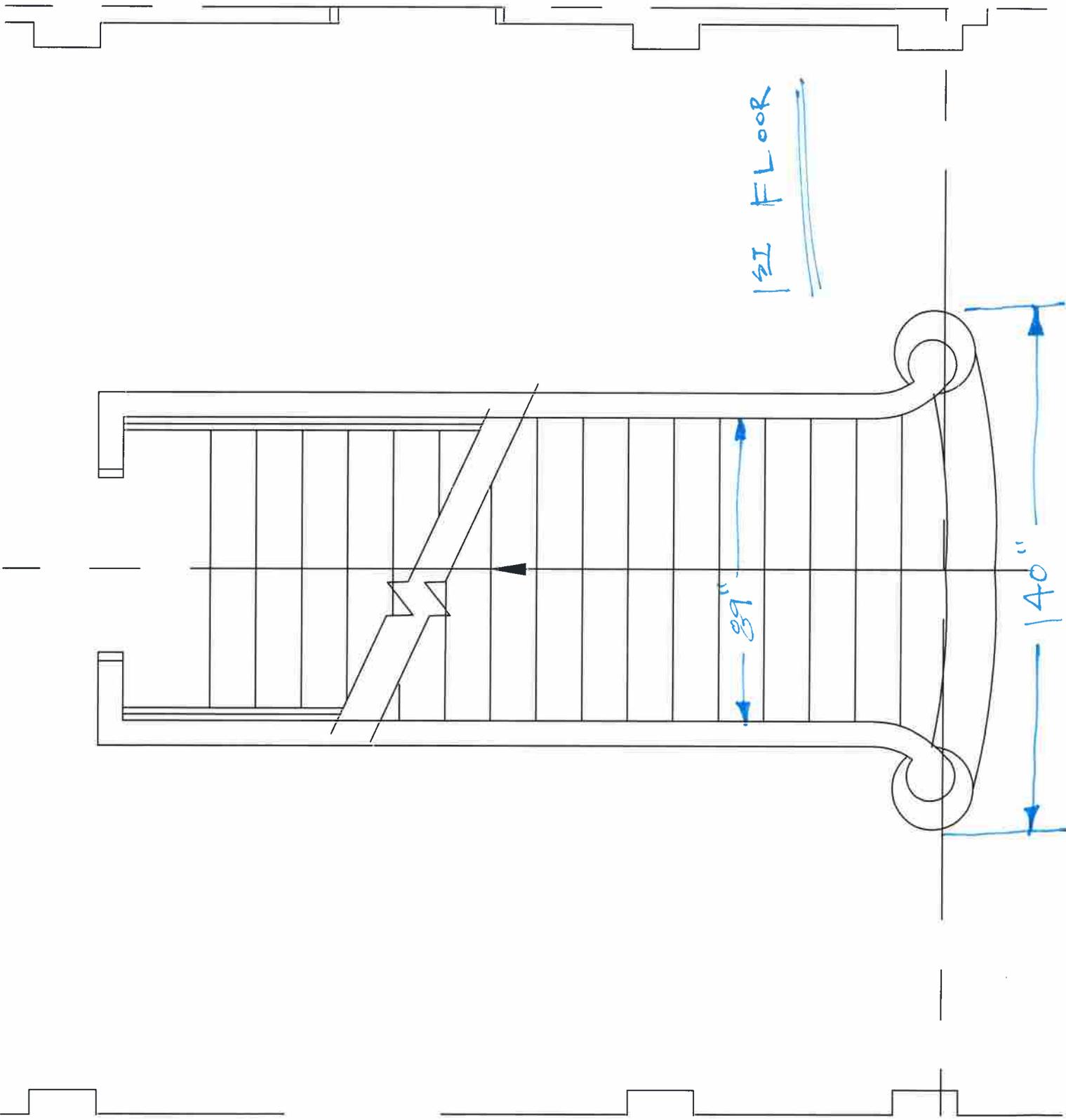
3.05 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spots in accordance with carpet manufacturer's guidelines and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
- C. Following cleaning and vacuum carefully protect the carpeting from soiling and damage until final acceptance. Protection shall be accomplished by using approved protection paper. Edges shall be lapped 6 inches and secured with non-asphaltic tape. Covering shall be kept in repair and damaged portions replaced during the construction and move-in period.
- D. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packaged and identified. Usable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste.









**CONTRACTUAL AGREEMENT AND AUTHORIZATION  
TO RELEASE INFORMATION**

**Company Name:** \_\_\_\_\_

I understand and agree to the following terms:

I hereby authorize Clatsop County to conduct an investigation of my background, including but not limited to, character, criminal and arrest/conviction history, past employment (including job performance and on-the-job behavior), education.

I understand that this document, signed by me, authorizes Clatsop County to gather information through interviews, questionnaires, employment records, education records, criminal records and any other records necessary to determine eligibility to perform \_\_\_\_\_ for Clatsop County.

The recipient of a photocopy of this signed document is hereby authorized to divulge information concerning my character, criminal history, education, employment records, job performance; job behavior, or medical records which may include information specific to drug and/or alcohol and/or psychiatric treatment and to allow Clatsop County delegated representatives to examine such records.

In consideration of the release of information to Clatsop County by any third party in receipt of this authorization, I do hereby release said third party, its office, employees, agents and assignees from any and all claims for damages of any nature which I might have as a result of the release of information by the third party to Clatsop County. To the extent that I have previously directed said third party not to release certain information, I do now hereby withdraw that directive and consent without restriction to any release of information requested by Clatsop County.

I hereby release you, your organization, and others from any liability or damage, which may arise from furnishing information requested. I understand and agree that any information released to Clatsop County is done so in strictest confidence.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of Oregon

My Commission Expires: \_\_\_\_\_

**(Please complete following page –Application for Background Check)**

**CLATSOP COUNTY APPLICATION FOR BACKGROUND CHECK**

1. First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_
2. Check One: Male \_\_\_\_\_ Female \_\_\_\_\_
3. What is your date of birth? \_\_\_\_\_
4. Place of Birth: \_\_\_\_\_
5. Are you a U.S. citizen? Yes \_\_\_\_\_ No \_\_\_\_\_
6. Your Social Security Number (optional): \_\_\_\_\_
7. Have you graduated from high school? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Do you have a current driver's license? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Driver License Number and State: \_\_\_\_\_
10. Any other names used (A.K.A.'s): \_\_\_\_\_
11. Please list all traffic violations\* and misdemeanors within the last seven (7) years. List ALL felony convictions. (Use a separate sheet of paper if necessary.)

<u>Date</u>	<u>Charge</u>	<u>Location</u>

\* Traffic violations only need to be provided if driving is a requirement for position.

I certify that the above information is true and complete:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

FOR OFFICE USE ONLY:	
<input type="checkbox"/> NO RECORD FOUND	
<input type="checkbox"/> RECORD FOUND – Description: _____	
_____ Signature	_____ Date

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

*An Equal Opportunity Employer*

**Clatsop County Construction Contract**

This Contract is by and between **Clatsop County (County)** and **(Contractor)**. Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$\_\_\_\_\_ to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and \_\_\_\_\_, inclusive, the following specific construction services:

- A. The Work:
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous:
  - 1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
  - 2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
  - 3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
    - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
    - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing

- at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
  - d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
  - e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
  - g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
  - h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
  - i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
  - j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
  - k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
  - l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
  - m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in

every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
  - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
  - c. Immediately on breach of the contract.
10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.
11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.
14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.
15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

\_\_\_\_\_ *(Approved by County Counsel)*

\_\_\_\_\_  
*(Comments)*

(Contractor's Initials)\_\_\_\_\_

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

**FOR COUNTY:**

**FOR CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Contractor Address:

SAMPLE