



TIER 3 SUBCONTRACT

Subcontract No.: 23016-S-14

This Tier 3 Subcontract Agreement is effective as of **March 15, 2024** by and between **MWH-Kiewit JV a Joint Venture** with its primary offices located at 8001 Arista Place, Suite 500, Broomfield, CO 80021 (Contractor)

Project Manager: John Kolkman
 Phone: 720 547 5400
 Email: John.Kolkman@mwhconstructors.com

and

American Sani-Can located at 7315 NE 27th Ave, Portland OR 97211 (Subcontractor)

Authorized Representative: Brittany Walsh
 Phone: (503) 252-0550
 Email: brittany@americansanican.com
 EIN #: 83-3158259

for services in connection with the Subcontract Work for the **Bull Run Filtration Facility Project** (Project).

Whereas **the City of Portland** (Owner) entered into a contract dated September 1, 2023, with Contractor (the "Prime Contract") for construction of the above referenced Project. The Engineer is Stantec Consulting Services.

Now, therefore, in consideration of the mutual promises and conditions set forth in this Subcontract, the Parties hereto do hereby agree as follows:

1. SUBCONTRACT DOCUMENTS "Agreement" means this Subcontract Agreement Between Contractor and Subcontractor, as modified by the Parties, and exhibits and attachments made part of this agreement upon its execution.

1.1. The Agreement exhibits are as follows:

Exhibit A	General Conditions, dated April 15, 2022
Exhibit A-1	Insurance Specifications, dated November 7, 2022
Exhibit B	Supplemental Conditions, dated September 29, 2023
Exhibit C	Scope of Work, dated December 14, 2023
Exhibit D	Quantities & Pricing, dated December 14, 2023
Exhibit E	Prime Contract
Exhibit F	City of Portland Documents and MWH-Kiewit Project Plans and Manuals
Exhibit G	Standard Forms

Subcontractor acknowledges it has received access to the Prime Contract, City of Portland Documents, and MWH-Kiewit Project Plans and Manuals, as shown on Exhibit E and F, from the following:

[01 BRFF Prime Contract Documents](#)
[02 BRFF Project Plans and Manuals](#)
[03 BRFF City of Portland Documents](#)

2. TOTAL ESTIMATED SUBCONTRACT PRICE As full compensation for performance of this Agreement, Contractor agrees to pay Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of this Agreement. The **Total Estimated Subcontract Price of One Hundred Fifty-eight Thousand Three Hundred Eight-four and 40/100 (\$158,384.40)** is based on the price(s) identified in Exhibit D and incorporated by reference.

3. **TIME OF PAYMENT** Progress payments to Subcontractor for satisfactory performance of the Subcontract Work shall be made within thirty (30) days of Contractor's receipt of a non-disputed invoice or with ten (10) days of Contractor's receipt of payment by Owner, whichever is first. Subcontractor shall submit all invoices for payment electronically to: AP.MWHKiewitJV@mwhconstructors.com

4. **RETAINAGE** applicable not applicable

If applicable, Retainage shall be withheld in the amount of zero percent (0%), equal to the percentage retained from Subcontractor's payment by Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the Prime Contract provides for reduction of retainage, Subcontractor's retainage shall also be reduced when Constructor's retainage of the Subcontract Work has been so reduced by Owner.

5. **TAX EXEMPT** applicable not applicable

If applicable, a tax-exempt certificate for construction and building materials to be incorporated in this Project will be attached to Exhibit D.

6. **PERFORMANCE AND PAYMENT BONDS** required not required

If required, the penal sum of the Performance and Payment (P&P) Bonds shall be in the full Agreement amount and in the form attached and incorporated in Exhibit G. Subcontractor shall furnish the P&P Bonds within fifteen (15) Days of the Effective Date of this Agreement, but no later than commencement of Work.

7. **JOBSITE ADDRESS** Contractor's jobsite location and mailing address is:

<p>LOCATION 54321 SE Carpenter Lane Gresham, OR 97080</p>	<p>MAILING ADDRESS P.O. Box 99 Boring, OR 97009-0099</p>
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8. **EXTENT OF AGREEMENT** This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither Contractor and Subcontractor shall be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

The undersigned on behalf of Subcontractor represents they are an authorized representative of Subcontractor and can commit to all representations, warranties, and terms and conditions set forth herein.

Contractor:

MWH-Kiewit JV a Joint Venture

DocuSigned by:
John Kolkman
Authorized Signature _____
E9AC07A823A44D5...

Print Name John Kolkman

Print Title Project Manager

Date 3/25/2024

Oregon CCB 230673

Subcontractor:

American Sani-Can

DocuSigned by:
Brittany Walsh
Authorized Signature _____
AF70D3DB8F93460...

Print Name Brittany Walsh

Print Title Operations Manager

Date 3/20/2024

Oregon CCB N/A

DS
LP

DS
JS



EXHIBIT A

GENERAL CONDITIONS

MWH KIEWIT, A JOINT VENTURE

EXHIBIT A – GENERAL CONDITIONS OF THE TIER 3 SUBCONTRACT FOR THE BULL RUN FILTRATION FACILITY

1. **Indemnity** Subcontractor shall defend and indemnify and hold harmless, Contractor, Owner and each of their respective successors, assigns, agents and any others Contractor is obligated to indemnify (“Indemnitees”) from all claims for bodily injury and property damage, other than to the work itself, that may arise from the performance of the Work, including reasonable attorneys’ fees, costs, and expenses, but only to the extent caused by the negligence, acts or omissions of Subcontractor, its subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
2. **Warranty** All materials and equipment shall be new, of good quality, in conformance with the Subcontract Documents, and free from defects. Subcontractor shall perform the Work in a good and workmanlike manner. Subcontractor’s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose it was not intended, insufficient maintenance, or modifications by others. Subcontractor’s warranties shall commence on the date of completion of the Subcontractor’s Work. Subcontractor agrees to promptly correct, after written notice, any Work defective in workmanship or materials within a period of one (1) year from the date of completion of the Subcontract Work, or for a longer period of time as may be required by specific warranties in the Subcontract Documents.
3. **Liens Or Claims** As a prerequisite for payments, Subcontractor shall provide, in the form attached as Exhibit G, lien and claim waivers in the amount of the application for payment and affidavits covering subcontractors, suppliers, labor and equipment for completed Subcontract Work.
4. **Safety, Security & Quality** Subcontractor acknowledges that there may be construction, environmental or other hazards at the Project Site or otherwise associated with the services and Subcontractor shall take appropriate precautions to protect its employees, lower-tier subcontractors, suppliers and others who may be associated with the performance of the Services. Subcontractor shall be solely and fully responsible for conducting the services in such a manner as not to endanger people, property (including any work), or the environment.
5. **Independent Contractor.** For purposes of this Agreement, Subcontractor is an independent contractor and shall not be deemed to be an employee, agent or joint venturer of Contractor. Subcontractor shall be solely responsible for the means and methods, and for the safety of its employees, when carrying out the services. Nothing contained in this Agreement shall create any contractual relationship between Client and Subcontractor.
6. **Changes** Contractor shall have the right at any time to make reasonable changes in the Services. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be made, and this Subcontract shall be modified by Change Order. Subcontractor agrees to accept any such changes subject to this paragraph.
7. **Permits and Licenses.** Subcontractor will obtain and pay for all qualification-related permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with Subcontractor’s performance of the services.
8. **Compliance with Laws.** In accepting this Agreement Subcontractor warrants that it has and will continue during the performance of this Agreement to comply with the applicable federal, state and local laws and regulations.
9. **Subcontractor’s Insurance** Before commencing the Subcontract services, Subcontractor shall purchase and maintain insurance required on the attached as Exhibit A-1.
10. **Termination for Contractor’s Convenience** Upon seven (7) days’ written notice, Contractor may, without cause, terminate this Agreement with Subcontractor. If this Agreement is so terminated, Subcontractor may recover from Contractor payment for all Work satisfactorily performed in accordance with this Agreement.
11. **Limitation of Liability** Subcontractor’s maximum liability to Contractor for all damages for breach by Subcontractor of this Subcontract shall not exceed the Subcontract Price, or insurance limits required by this Subcontract, whichever is greater.
12. **Entire Agreement** This Subcontract, including applicable Subcontract Documents, constitutes the entire agreement between Contractor and Subcontractor and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in Subcontractor’s terms or proposal are hereby expressly rejected.

TIER 3 SUBCONTRACT EXHIBIT A-1 - INSURANCE SPECIFICATIONS

The Owner will provide certain insurance coverages for the work at its own expense through an Owner Controlled Insurance Program (OCIP). OCIP coverage will not extend to automobile liability insurance, equipment insurance, professional liability, or for Subcontractor activities off the Project site. Subcontractor shall provide, and ensure its lower-tier subcontractors, provide this insurance at their own expense.

Certificates of Insurance. Subcontractor shall deliver to Contractor, concurrent with the execution of the Subcontract by Subcontractor, prior to commencing the Work, and on renewal of any policy, compliant certificates of insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Subcontractor shall submit its certificate of insurance to Contractor to: mwhconstructors@ebix.com

The certificates of insurance must include:

- a. The Project name and Subcontract number.
- b. Evidence Additional Insureds, Waiver of Subrogation, and Primary and non-contributing endorsement under the applicable policies, as set forth in the General Conditions.
- c. **Endorsements and Policies.** If requested by Contractor, a copy of the endorsement or policy provision shall be submitted with the certificate of insurance. Notwithstanding the foregoing, an endorsement or policy provision for coverage at least as broad as a combination of endorsement forms CG 20 10 and CG 20 37 are required.

REQUIRED COVERAGE	ADDITIONAL REQUIREMENTS TO GC 7
<p>Workers' Compensation & Employers Liability Coverage A: Statutory Coverage B: Employer's Liability \$1,000,000 Each Accident \$1,000,000 Disease, policy limit \$1,000,000 Disease, each employee Stop Gap Employers Liability \$1,000,000 If applicable</p>	<p><u>Required Coverage:</u> As required by law, U.S. Longshoremen's & Harbor Workers' Compensation Act, Outer Continental Shelf, Jones Act or other marine coverage. State Fund participation, if applicable. <u>Stop Gap Employers Liability:</u> If work is performed in a Monopolistic State, (including ND, OH, WV, WA, and WY), Stop Gap coverage is required in lieu of Employer's Liability. Stop Gap coverage may be evidenced as part of the Commercial General Liability policy.</p>
<p>Commercial General Liability <i>(all operations of the insured)</i> Combined Bodily Injury/ Property Damage Liability: \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$100,000 Fire Damage</p>	<p><u>Required Coverage:</u> For all Subcontractors, premises & operations; <ul style="list-style-type: none"> • broad form property damage (including completed operations); • explosion, collapse, and underground hazards (XCU); • Electronic Data Liability endorsement CG 04 37 or equivalent offering the same or greater coverage to the full limits of liability </p>
<p>Automobile Liability \$2,000,000 Combined single limit each accident</p>	<p><u>Required Coverage:</u> For all Subcontractors.</p>
<p>Umbrella/Excess Liability \$3,000,000 Each Occurrence \$3,000,000 Aggregate</p>	<p><u>Required Coverage:</u> For all Subcontractors. The policy must be "Follow Form", and the certificate of insurance shall evidence thereof. If not, evidence of all required primary and non-contributing coverage, waiver of subrogation and additional insureds shall be provided with the certificate.</p>
<p>Contractors Pollution Liability \$4,000,000 Each Occurrence \$4,000,000 Aggregate</p>	<p><u>Required Coverage:</u> If the Subcontractor's Work includes demolition, subsurface work, MEP, earthwork, environmental services, handling of hazardous materials, or runoff or effluent management.</p>
<p>Professional Liability \$5,000,000 Per Claim \$5,000,000 Aggregate</p>	<p><u>Required Coverage:</u> If the Subcontractor provides, itself or through others, professional services as part of the Work.</p>
<p>Hauling & Rigging Coverage Coverage amount: Value of property being transported or handled by Subcontractor</p>	<p><u>Required Coverage:</u> If Work involves the hauling and rigging of property,</p>
<p>Aviation Liability (owned or non-owned aircraft) \$1,000,000 Per Occurrence</p>	<p><u>Required Coverage:</u> If using aircraft, including helicopters, or drones.</p>
<p>Marine Liability \$10,000,000 Per Occurrence</p>	<p><u>Required Coverage:</u> If using watercraft, Charterers' Liability and Hull Protection and Indemnity are required.</p>

MWH-KIEWIT JV A JOINT VENTURE
EXHIBIT B – SUPPLEMENTAL CONDITIONS OF THE
TIER 3 SUBCONTRACT FOR THE
BULL RUN FILTRATION FACILITY PROJECT

These Supplemental Conditions form a part of the Subcontract Documents as defined in the Subcontract Agreement. These Supplementary Conditions amend or supplement the General Conditions as required by the Prime Contract indicated below. All terms that are not so amended or supplemented remain in full force and effect.

SC-1. RECORDS

1. The Contractor and its Subcontractors shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor and its Subcontractors shall maintain any other records necessary to clearly document their performance of the Work and any Claims for additional compensation or requests for additional Contract Time arising from or relating to their performance under the Contract. Contractor and its Subcontractors shall make all records pertaining to their performance or any Claims or requests under the Contract accessible to the Owner at reasonable times and places, regardless of whether litigation has been filed as to such Claims.
2. The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Owner. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
3. The Owner may, at reasonable times and places, have access to, and an opportunity to inspect, examine, copy and audit the books and records of any person who has submitted cost or pricing data according to the terms of the Contract to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for six (6) years from the date of Final Payment under the Contract, unless a shorter period is otherwise authorized in writing.
4. The Owner and its authorized representatives shall be entitled to inspect, examine, copy and audit the books and records of the Contractor and its Subcontractors and suppliers as provided in Prime Contract Article 1.12S.4. Such books and records shall be maintained by the Contractor and all Subcontractors and kept accessible and available at reasonable times and places for a minimum period of six years from the date of Final Payment under the public Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the public Contract.
5. Contractor shall produce all such records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or as a result of a Claim, litigation, arbitration or other proceeding. Contractor may produce the records elsewhere if it fully compensates the Owner for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
6. By entering into this Agreement, Subcontractor agrees to comply with the Prime Contract terms of General Conditions Article 12.S. titled "Records" in its entirety. All records relating to this Agreement shall be maintained and made available to Owner pursuant to said terms.

SC-2 ASSIGNMENT OF ANTI TRUST RIGHTS

Subcontractor shall irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to Subcontract by reasons of any violation of 15 USC SS 1-

15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising there under, in connection with any goods or services provided to Subcontractor by any person, in whole or in part, for the purpose of carrying out Subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Prime Contract.

SC-3 REGIONAL WORKFORCE AND EQUITY AGREEMENT(RWEA) AND CONSTRUCTION DIVERSITY AND INCLUSION PLAN (CDIP)

Subcontractor shall comply with all aspects of the RWEA and CDIP, according to the Prime Contract attachments, to the extent applicable to the Subcontract Work.

The Workforce Diversity Program Requirements outlined in the Prime Contract Section 10.1.B.1 (Goals and Timeframe) and 10.1.C.1 (Twenty Percent Goal) of the Regional Workforce Equity Agreement (RWEA) shall apply to work that is not considered "Covered Work" under the Agreement. The Contractor and Subcontractors shall strive in good faith to satisfy the goals set forth in both Section 10.1.B.1 and 10.1.C.1. and make concerted efforts to identify and retain women and people of color and apprentices. The Contractor and Subcontractors shall provide the City with all information necessary to determine compliance with the Workforce Diversity Program Requirements through LCPTracker and in any additional format established by the City, and shall be provided no less frequently than on a monthly basis. Reported data shall be disaggregated by race, gender, construction trade, and journey-level and apprentice hours. The Contractor and Subcontractors shall not be considered in non-compliance for failure to meet the goals if they make and demonstrate concerted good faith efforts to comply with the requirements..

SC-4 CITY OF PORTLAND CLEAN AIR CONSTRUCTION STANDARDS

Subcontractor shall comply with the City of Portland Clean Air Construction Standard and demonstrate compliance with said standard on an annual basis. .

SC-5 WATER INFRASTRUCTURE FINANCE AND INNOVATION

1. The goods and services under this Subcontract are being completed with funding made available by the United States Environmental Protection Agency (EPA) WIFIA program. Subcontractor is required to comply with all applicable WIFIA statutes and regulations, and any additional terms and conditions imposed by EPA in connection with WIFIA funding for the Project.

2. EPA provided compliance language "WIFIA Specification Package and Bid Contract Language" is included as Attachment 1 to the Prime Contract and is part of the Subcontract Documents. Compliance with all provisions of the WIFIA requirements is required, some will be met by following requirements in the General Conditions, others are not applicable to the project. The following information is supplemental to Attachment 1 and is applicable to the project.

3. Prevailing Wage Rates

Subcontractor shall comply with the state prevailing wage rates referenced in the General Conditions, and the federal prevailing wage rates under the Davis Bacon Act. Each worker in each trade or occupation employed in the performance of the Work under the Subcontract Documents, shall be paid not less than the applicable prevailing wage rates for state or federal wages, whichever is higher.

4. American Iron and Steel (AIS)

This project is subject to the AIS provisions of the Consolidated Appropriations Act of 2014 and all products listed in the EPA American Iron and Steel Guidance Document dated March 20, 2014 must be produced in the United States.

The Guidance Document can be found on-line at the EPA website:

<https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-guidance-and-questions-and-answers>

SC-6 COMPLIANCE WITH OREGON PUBLIC CONTRACTING LAWS.

Subcontractor shall adhere to all applicable laws for performance of its Work and relationship with its

employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically, but not by way of limitation, this agreement is subject to all applicable provisions:

A. Subcontractor shall:

- i. Comply with ORS279C.836, and file and require all of its lower-tier subcontractors performing work hereunder, to file with the Construction Contractors Board a \$30,000 public works bond with a corporate surety authorized to do business in the State of Oregon, unless exempt under ORS 279C.830. It must be filed before starting work on a contract or subcontract for the project.
- ii. Make payment promptly, as due, to all persons supplying to the subcontractor labor or material for the performance of the work provided for in the subcontract.
- iii. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- iv. 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.
- v. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- vi. In addition, the Subcontractor shall demonstrate that an employee drug testing program is in place. (ORS 279C.505)
- vii. Salvage or recycle construction and demolition debris, if feasible and cost-effective.
- viii. If Work is for lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (279C.510)
- ix. If the Subcontractor 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 public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation 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 Prime Contract or Subcontract.
- x. If the Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the Contractor, the 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.
- xi. If the 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 (270C.515)
- xii. 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 Subcontractor, of all sums that the Subcontractor agrees to pay for the services and all moneys and sums that the Subcontractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- xiii. Either comply with ORS 656.017 or is an employers that are is under ORS 656.126. (279C.530).
- xiv. Subcontractor obligation shall require compliance with applicable statutory and Prime Contract requirements, including compliance with the requirements of the Contract Documents concerning disadvantaged business enterprises, minority-owned businesses, woman-owned businesses,

businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses or such other contracting programs required of the Prime Contract or law.

XV. Without limitation of any other terms or statutes, Subcontractor shall comply with all provisions of the following:

- a. 279C.520, Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits;
- b. 279C.525 Provisions concerning environmental and natural resources laws; remedies;
- c. 279C.540 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules;
- d. 279C.800 to 875, Prevailing wage requirements.
 - e. Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts; and
 - f. 701.630. Payments to subcontractors and material suppliers.

XVI. COMPLIANCE WITH NONDISCRIMINATION LAWS. Subcontractor agrees to be bound by, and at its own cost to comply with, all federal, state, and local laws, ordinances, and regulations, as they currently exist or are hereinafter enacted or amended, (hereinafter collectively referred to as "laws") applicable to the Subcontract Work, including, but not limited to, equal employment opportunity laws, laws prohibiting harassment based on race, disability, age, sex, gender, gender identity, sexual orientation, national origin, filing a workers' compensation claim, any other state or federal protected class or protected activity, Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act, Americans With Disabilities Act, as amended, Fair Labor Standards Act, ORS Chapters 652, 653, 656, 657, 659 and 659A and any other state law which applies to Subcontractor, Minority and Disadvantaged and Women Business Enterprise laws, the Occupational Safety and Health Act in its federal and state versions, tax laws, environmental and hazardous substance laws, and all other applicable laws, policies, regulations, and rules.

B. Contractor shall:

- i. Pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.
- ii. Provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.
- iii. Except as otherwise provided in this paragraph, use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the contractor uses for processing payments as provided in ORC 279C.580
- iv. If the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. The contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due.
- v. Require the Subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORC 279C.580 in each of the Subcontractor's subcontracts and to require each of the Subcontractor's subcontractors to include such clauses in the Subcontractor's subcontracts with each lower-tier subcontractor or supplier.

SC-7 STATUTE OF LIMITATION

The limitation period for filing claims shall be ten (10) years from the date of Substantial Completion of the Project regardless of legal theory. The contractual limitations period provided herein applies in lieu of any otherwise applicable statute or case authority.

MWH-KIEWIT JV A JOINT VENTURE

EXHIBIT D - QUANTITIES & PRICING OF THE

TIER 3 SUBCONTRACT FOR THE

BULL RUN FILTRATION FACILITY PROJECT

1. SCHEDULE OF PRICES

Payment by **MWH-Kiewit JV a Joint venture** ("Contractor") to **American Sani-can** ("Subcontractor") of the prices set forth below shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by Subcontractor in performing the Subcontract Work in accordance with the provisions of this Subcontract No. **23016-S-14**. The prices shall be fixed for the duration of the Subcontract Work, unless expressly indicated otherwise herein.

Item No.	Description	Est Qty	Units	Unit Price	Unit Price
1.	Standard Restroom (weekly service)	625	Month	\$135.00	\$84,375.00
2.	ADA restroom (weekly service)	62	Month	\$223.70	\$13,869.40
3.	Handwashing Stations (weekly service)	125	Month	\$185.00	\$23,125.00
4.	Delivery per trip	313	EA	\$100.00	\$31,300.00
5.	500gal Tank Pump Out	6,350	Gal	\$0.90	\$5,715.00
Estimated Subcontract Total					\$158,384.40

2. ADDITIONAL COMPENSATION TERMS

- 2.1. Prices good through 12/31/2025. 2.5% escalation allowed thereafter.
- 2.2. Price list for additional services if requested by Contractor
 - 2.2.1. Twice a week service of Item 1 Standard Restroom: \$199.45/Month
 - 2.2.2. Twice a week service of Item 2 ADA Restroom: \$298.70/Month
 - 2.2.3. Twice a week service of Item 3 Handwashing Stations: \$245.00/Month
 - 2.2.4. Sling Unit (weekly Service): \$163.75/Month
 - 2.2.5. Twice a week Service of Sling Unit: \$228.50

3. QUANTITIES

Subcontractor understands that Contractor makes no commitments or guarantees as to the total amount or final value of the Work to be performed hereunder. Payment under this Subcontract shall be made on the basis of the actual quantity of Work performed by Subcontractor (excluding any rework).

4. TIME AND MATERIAL (T&M) WORK

If any Work under this Subcontract is performed on a T&M Basis, Subcontractor shall submit daily or weekly (at Contractor's sole option) T&M tickets to Contractor in a form acceptable to Contractor and signed by Subcontractor's authorized representative, or their designee. Receipt of such tickets is a condition precedent to payment for all Work payable on a T&M basis. At a minimum, the T&M tickets shall list all labor, equipment and material employed in performance of the T&M Work each day.

5. APPLICATION FOR PAYMENT

- 5.1. Subcontractor shall submit each application for payment to Contractor electronically in the form of a single PDF with all applicable documentation in the PDF file to the email address provided in the Subcontract.

5.2. Subcontractor's application for payment shall also include the following information:

- Invoice Number
- Subcontract Number
- Contractor's Project Number
- Jobsite Address
- Subcontractor's Billing Department contact information
- Credit memos shall include the original invoice #
- Partial/Final Lien Waiver & Release of Claims

6. REQUIRED SUBMITTALS

The following submittals are a prerequisite to payment by Contractor and the must be received and accepted by Contractor prior to commencement of Work at the jobsite, unless such submittals are explicitly excluded from Subcontractor's Scope of Work:

- Evidence of Insurance

7. ATTACHMENTS

- (1) NA

MWH-KIEWIT JV A JOINT VENTURE

EXHIBIT D - QUANTITIES & PRICING OF THE TIER 3 SUBCONTRACT FOR THE S-14 PORTABLE TOILETS BULL RUN FILTRATION FACILITY PROJECT

1. SCHEDULE OF PRICES

Payment by **MWH-Kiewit JV a Joint venture** ("Contractor") to **American Sani-can** ("Subcontractor") of the prices set forth below shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by Subcontractor in performing the Subcontract Work in accordance with the provisions of this Subcontract No. **23016-S-14**. The prices shall be fixed for the duration of the Subcontract Work, unless expressly indicated otherwise herein.

Item No.	Description	Est Qty	Units	Unit Price	Unit Price
1.	Standard Restroom (weekly service)	625	Month	\$135.00	\$84,375.00
2.	ADA restroom (weekly service)	62	Month	\$223.70	\$13,869.40
3.	Handwashing Stations (weekly service)	125	Month	\$185.00	\$23,125.00
4.	Delivery per trip	313	EA	\$100.00	\$31,300.00
5.	500gal Tank Pump Out	6,350	Gal	\$0.90	\$5,715.00
Estimated Subcontract Total					\$158,384.40

2. ADDITIONAL COMPENSATION TERMS

- 2.1. Prices good through 12/31/2025. 2.5% escalation allowed thereafter.
- 2.2. Price list for additional services if requested by Contractor
 - 2.2.1. Twice a week service of Item 1 Standard Restroom: \$199.45/Month
 - 2.2.2. Twice a week service of Item 2 ADA Restroom: \$298.70/Month
 - 2.2.3. Twice a week service of Item 3 Handwashing Stations: \$245.00/Month
 - 2.2.4. Sling Unit (weekly Service): \$163.75/Month
 - 2.2.5. Twice a week Service of Sling Unit: \$228.50/Month

3. QUANTITIES

Subcontractor understands that Contractor makes no commitments or guarantees as to the total amount or final value of the Work to be performed hereunder. Payment under this Subcontract shall be made on the basis of the actual quantity of Work performed by Subcontractor (excluding any rework).

4. TIME AND MATERIAL (T&M) WORK

If any Work under this Subcontract is performed on a T&M Basis, Subcontractor shall submit daily or weekly (at Contractor's sole option) T&M tickets to Contractor in a form acceptable to Contractor and signed by Subcontractor's authorized representative, or their designee. Receipt of such tickets is a condition precedent to payment for all Work payable on a T&M basis. At a minimum, the T&M tickets shall list all labor, equipment and material employed in performance of the T&M Work each day.

5. APPLICATION FOR PAYMENT

- 5.1. Subcontractor shall submit each application for payment to Contractor electronically in the form of a single PDF with all applicable documentation in the PDF file to the email address provided in the Subcontract.

5.2. Subcontractor's application for payment shall also include the following information:

- Invoice Number
- Subcontract Number
- Contractor's Project Number
- Jobsite Address
- Subcontractor's Billing Department contact information
- Credit memos shall include the original invoice #
- Partial/Final Lien Waiver & Release of Claims

6. REQUIRED SUBMITTALS

The following submittals are a prerequisite to payment by Contractor and the must be received and accepted by Contractor prior to commencement of Work at the jobsite, unless such submittals are explicitly excluded from Subcontractor's Scope of Work:

- Evidence of Insurance

7. ATTACHMENTS

- (1) NA



**EXHIBIT E – PRIME CONTRACT
TIER 3 SUBCONTRACT FOR THE
BULL RUN FILTRATION PROJECT**

The documents and plans listed below must be downloaded from the link provided in the Subcontract:

- A. 30008511 MWH-Kiewit JV Bull Run Filtration Facility CMGC Contract – Executed – 23XXXX
- B. EXHIBIT A – GMP1 Proposal
 - a. Not Provided
- C. EXHIBIT B – General Conditions
 - a. 00 72 00 General Conditions – April 2023
 - b. 00 73 00 Supplemental Conditions – April 2023 – Addendum 2
 - c. 00 73 00.1 Staff Rate Table – Not Provided
 - d. 00 73 00A Attachment A – Regional Workforce Equity Agreement – 2022
 - e. 00 73 00B Attachment B – Construction Diversity and Inclusion Policy – August 2022
 - f. 00 73 00C Attachment C – WIFFIA Requirements – December 2020
- D. EXHIBIT C – CMGC’s Construction Diversity and Inclusion Procurement Plan - Rev 3 – 5/11/23
- E. EXHIBIT D – City of Portland Clean Air Construction Requirements – 9/16/22
- F. Plans and Specs – Bid set - April 10, 2023
 - a. The files in this folder are uncontrolled versions of the digitally signed documents. As a courtesy to review, digital signatures and modification controls have been removed to allow comments to be added. The digitally signed versions of these documents are also available from the link provided in the Subcontract.
 - b. 02 Specifications
 - c. 03 General Drawings
 - d. 04 Civil Drawings
 - e. 05 Landscaping Drawings
 - f. 06 Architectural Drawings
 - g. 07 Structural Drawings
 - h. 08 Process Drawings
 - i. 09 Building Mechanical Drawings
 - j. 10 Electrical Drawings
 - k. 11 I&C Drawings
 - l. 12 Security Electronic Drawings
 - m. Appendix A – Off-Site Fiber COP TO63.CONSTRUCTIONSET 230418
 - n. Appendix B – TM – Construction Stormwater Runoff Rate and Volume 230421
 - o. Appendix C
 - i. Existing Easement Overview – FOR REFERENCE ONLY



**EXHIBIT E – PRIME CONTRACT
TIER 2 SUBCONTRACT FOR THE
BULL RUN FILTRATION PROJECT**

- ii. TL 100 to Pleasant Home WD Bk 424 Pg 81
- iii. TL 400 Mollers Nursery w Reservation Easement for Adjacent Property Water Line – BK 1078 PG 1033
- iv. TL 400 PGE BK 878 Pg 591

- p. Addendum 1
- q. Addendum 2
- r. Addendum 3
- s. Addendum 4
- t. Addendum 5
- u. Addendum 6



EXHIBIT F

CITY OF PORTLAND DOCUMENTS AND PROJECT PLANS AND MANUALS

***(the documents and plans listed below must be
downloaded from the link provided in the Subcontract)***

City of Portland Planning documents

- a. **Clean Air Construction Standard 04/28/22**
- b. **Inadvertent Discovery Plan 09/29/22**
- c. **Guideline for Utility Protection – October 2012**
- d. **Good Neighbor Agreement 06/10/21**
- e. **Protecting Nesting Birds Best Management Practices – May 2017**
- f. **RWEA Hiring Flowchart**

Project Plans and Manuals

- a. **Site Specific Health and Safety Plan dated 10/10/22**
- b. **Contractors Quality Control Plan Rev 1**
- c. **MWH-Kiewit Construction Waste Management Plan dated 6/24/22**
- d. **MWH-Kiewit Site Logistics Plan**
- e. **MWH-Kiewit Temporary Fire Water Plan Revision 1**
- f. **MWH-Kiewit Temporary Power Plan**
- g. **Erosion and Sediment Control Plan**
- h. ***Temporary Shoring and Construction Devices Manual Version 11***
- i. ***Crane Policies and Procedures Rev 14***
- j. ***Crane Rigging Procedures Manual Rev 4***



EXHIBIT G

SUBCONTRACT FORMS

**TIER 3 SUBCONTRACT
EXHIBIT G – SUBCONTRACT FORMS**

TABLE OF CONTENTS

- 1. Partial Lien Waiver and Release of Claims *(1 page, dated 15-Apr-2022)***
- 2. Final Lien Waiver and Release of Claims *(1 page, dated 15-Apr-2022)***

PARTIAL WAIVER AND RELEASE OF CLAIMS

WHEREAS the undersigned is the authorized agent for a _____
("Releasing Party") to execute this Partial Waiver and Release of Claims ("Release") to
_____ ("Contractor"), for the project commonly known as
_____ ("Project"), located at
_____, State of _____.

1. Prior Payments.

- The Releasing Party certifies the Releasing Party and its subcontractors, laborers, materialmen and/or suppliers has been fully paid for all services, labor, materials, and supplies provided on the Project that was due and owing through _____ (date), except for retainage.; or
- This is the Releasing Party's first pay application for the Project.

2. Release.

In consideration of the sum of _____
Dollars/Cents (\$_____) and conditioned upon receipt of such funds, the Releasing Party does hereby waive and release any rights of any claims, damages, liens, causes of action, and demands for work, labor, services, equipment, supplies and materials furnished to the Project through:

- the date of this Release, or
- or date of Invoice # _____), except for retainage, and further agrees to indemnify and hold harmless Contractor for any claims that may be asserted by any subcontractors, laborers, materialmen and/or suppliers for amounts included in the above amount.

Executed the ____ day of _____, 20 ____.

By: _____

Address: _____

Name: _____

Title: _____

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS the undersigned is the authorized agent for _____
("Releasing Party") to execute this Final Waiver and Release of Claims ("Release") to
_____ ("Contractor"), for the project commonly known as
_____ ("Project"), located at
_____.

Release. In consideration of the sum of _____
Dollars/Cents (\$_____) and conditioned upon receipt of such funds, the Releasing Party does
hereby waive and release any rights of any claims, damages, liens, causes of action, and demands for work, labor,
services, equipment, supplies and materials furnished to the Project through the date of this Release, and further
agrees to indemnify and hold harmless MWH for any claims that may be asserted by any subcontractors,
laborers, materialmen and/or suppliers for amounts included in the above amount.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid
herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied
materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of
same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims
made by any such persons, entities or firms.

It is hereby recorded that the final value of Work under the Subcontract as incorporated into the final Subcontract Price is
\$ _____ Dollars/Cents (\$_____) (inclusive of Retainage).

By: _____ Company: _____
Name: _____ Address: _____
Title: _____
Date: _____