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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CONWAY CONSTRUCTION COMPANY,
an Oregon corporation; and TRAVELERS
CASUALTY AND SURETY COMPANY
OF AMERICA,

Plaintiffs,

v.

ZELLCOMP, INC., a Delaware corporation;
and STRONGWELL CORPORATION, a
Virginia corporation,

Defendants.

MULTNOMAH COUNTY, an Oregon
municipal entity,

Intervenor-Plaintiff,

v.

CONWAY CONSTRUCTION COMPANY,
an Oregon corporation; TRAVELERS
CASUALTY AND SURETY COMPANY
OF AMERICA; ZELLCOMP, INC., a
Delaware corporation and STRONGWELL
CORPORATION, a Virginia corporation;
and HARDESTY & HANOVER, LLP, a
Delaware limited liability partnership,

Intervenor-Defendants.

TRAVELERS CASUALTY & SURETY
COMPANY OF AMERICA,

Cross-Claim Plaintiff,

v.

ZELLCOMP, INC., a Delaware corporation;
and SPECIALTY COATINGS, an Oregon
corporation,

Cross-Claim Defendants.

No. 1208-10105

THIRD AMENDED COMPLAINT IN
INTERVENTION FOR BREACH OF
CONTRACT, NEGLIGENCE, BREACH
OF WARRANTY, INDEMNITY AND
ACTION ON BOND, AMENDED BY
INTERLINEATION

(Not Subject to Mandatory Arbitration)

Filing Fee: Waived
Fee Authority: ORS 21.160(1)(d)

STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600, Portland, OR 97204
Main (503) 224-3380 Fax (503) 220-2480

1 CONWAY CONSTRUCTION COMPANY,
an Oregon corporation,
2
Third-Party Plaintiff,
3
v.
4
SPECIALTY COATINGS, INC., an Oregon
5 corporation,
6
Third-Party Defendant.

7 Intervenor-Plaintiff Multnomah County (the “County”) alleges as follows.

8 **PARTIES AND BACKGROUND**

9 1.

10 The County owns and operates Morrison Bridge located about 12.8 miles from the
11 mouth of the Willamette River in Portland, Oregon (the “Morrison Bridge”).

12 2.

13 Plaintiff Conway Construction Company (“Conway”) is an Oregon corporation. On
14 or about March 28, 2011, the County entered into an agreement with Conway (the “Bridge
15 Rehabilitation Contract,” known as Contract No. 4600008609) (pages of the Bridge
16 Rehabilitation Contract that contain terms referenced in this Complaint are attached as
17 Exhibit 1 and incorporated herein). Pursuant to the Bridge Rehabilitation Contract, Conway
18 undertook to provide design, construction, construction administration, and related services
19 (collectively, the “Work”) for the rehabilitation of the Morrison Bridge (the “Bridge
20 Rehabilitation Project”). The Work included furnishing and installing a fiber reinforced
21 polymer bridge deck (the “FRP Decking”) and furnishing design services and documents
22 related to the FRP Decking, pursuant to, among other requirements, Section 00565 of the
23 Special Provisions of the Bridge Rehabilitation Contract.

24 3.

25 Defendant ZellComp, Inc. (“ZellComp”) was at all relevant times a corporation
26 organized under the laws of the state of Delaware. On or about April 5, 2011, Conway and

1 ZellComp entered into a contract (the “ZellComp Subcontract”), attached as Exhibit 2, by
2 which ZellComp, among other requirements, agreed to furnish materials and services related
3 to the FRP Decking.

4 4.

5 Defendant Strongwell Corporation (“Strongwell”) was at all relevant times a
6 corporation organized under the laws of the state of Virginia. On information and belief,
7 ZellComp and Strongwell entered into a contract (the “Strongwell Subcontract”) by which
8 Strongwell, among other requirements, agreed to fabricate fiber-reinforced polymer (“FRP”)
9 materials to be used for the Bridge Rehabilitation Project.

10 5.

11 Plaintiff Travelers Casualty and Surety Company of America (“Travelers”) is the
12 surety on a performance bond dated March 22, 2011 (the “Performance Bond”) attached as
13 Exhibit 3 and incorporated herein, which guarantees all contract obligations of Conway as
14 principal under the Performance Bond.

15 6.

16 Defendant Hardesty & Hanover, LLP (“H&H”) was at all relevant times a limited
17 liability partnership organized under the laws of Delaware and doing business in the State of
18 Oregon. On information and belief, H&H and ZellComp entered into a contract (the “H&H
19 Subcontract”) by which H&H, among other requirements, agreed to provide stamped
20 engineering drawings and design calculations for the Bridge Rehabilitation Project. The
21 H&H Subcontract incorporated Section 00565 of the Bridge Rehabilitation Contract’s
22 Special Provisions.

23 7.

24 The Work began in April 2011. Pursuant to the terms of the Bridge Rehabilitation
25 Contract, the County’s engineer issued a Second Notification for the Work on March 21,
26 2012.

1 8.

2 Based on a preliminary investigation, defects have been discovered related to the FRP
3 Decking, including but not limited to the following:

- 4 (a) cracks in the FRP Decking;
- 5 (b) voids in the FRP Decking webs;
- 6 (c) loosening of screws that fasten the FRP Decking top panels to the bottom
7 portions of the FRP Decking;
- 8 (d) irregularly dimensioned FRP Decking top panels;
- 9 (e) failure of the FRP Decking to adequately resist corrosion and other damage
10 from contact with moisture;
- 11 (f) failure of the FRP Decking to adequately resist deterioration and other
12 damage from vehicular traffic over the Morrison Bridge;
- 13 (g) inadequate and/or clogged drainage within the FRP Decking; and
- 14 (h) improper fastening of the FRP Decking top panels to the bottom portions of
15 the FRP Decking.

16 The County's review of the FRP Decking defects is ongoing, and the County reserves the
17 right to identify other defects and property damage as they become known.

18 9.

19 The FRP Decking defects have damaged the FRP Decking panels, the QuikBond top
20 coat applied to the FRP Decking, and other elements of the Morrison Bridge, and the County
21 has incurred other damages including but not limited to lost personnel time, consultant costs
22 and fees, and attorneys' fees. ~~The cost to repair the defects in the FRP Decking is currently~~
23 ~~unknown, but the~~ total damages the County will incur as a result of these defects will be in
24 the amount of \$6,071,408. The County reserves the right to amend this damages amount to
25 reflect actual damages, including but not limited to the impact of any additional defects
26 discovered during continuing investigations and repair work.

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10.

The County has notified Conway of the defects in the FRP Decking, including but not limited to by letter dated December 14, 2012 from Kenneth Huntley on behalf of the County to David Conway on behalf of Conway, and Conway has failed to correct the defects.

FIRST CLAIM FOR RELIEF

(Against Plaintiff Conway)

COUNT I

(Breach of Contract)

For Count I of its claim for relief against Conway, the County alleges as follows:

11.

The County re-alleges paragraphs 1 through 10.

12.

Under the Bridge Rehabilitation Contract, Conway agreed to:

- (a) “perform and to complete [the Work], furnishing the necessary machinery, tools, apparatus, materials and labor, and doing all things in accordance with the plans and the appended specifications and Special Provisions and in accordance with such modifications of the same and other directions as may from time to time be or given by the County Engineer” (Bridge Rehabilitation Contract, page 2);
- (b) “furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract” (Bridge Rehabilitation Contract, Section 00140.00 of the Standard Specifications);
- (c) “[c]oordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors” (Bridge Rehabilitation Contract, Section 00150.40 of the Standard Specifications);

- 1 (d) “direct and coordinate the operations of its employees, Subcontractors and
2 agents performing Work” (Bridge Rehabilitation Contract, Section 00180.10
3 of the Standard Specifications);
- 4 (e) “remain solely responsible for administration of [subcontracts], including but
5 not limited to [p]erformance of subcontracted Work” (Bridge Rehabilitation
6 Contract, Section 00180.21(e) of the Standard Specifications);
- 7 (f) “furnish suitable and sufficient Materials, Equipment, and personnel to
8 properly prosecute the Work” and a “work force * * * trained and experienced
9 for the Work to be performed” (Bridge Rehabilitation Contract, Section
10 00180.30 of the Standard Specifications);
- 11 (g) “[i]ninstall [a] fiber-reinforced polymer (FRP) bridge deck system” (Bridge
12 Rehabilitation Contract, page 1 of Special Provisions);
- 13 (h) “[furnish and install] a Fiber Reinforced Polymer bridge deck on the roadway
14 section of the lift span” (Bridge Rehabilitation Contract, Section 00565.00 of
15 the Special Provisions);
- 16 (i) “[s]upplement the Agency-prepared drawings with such working drawings
17 and design calculations, prepared by the provider of the bridge deck and
18 sidewalk deck as are necessary for completion of the work” and “[s]ubmit
19 stamped working drawings [and] design calculations * * * to the Project
20 Manager according to 00150.35(b),” with such working drawings and design
21 calculations to meet certain requirements (Bridge Rehabilitation Contract,
22 Section 00565.03(a) of the Special Provisions);
- 23 (j) “[f]urnish the services of a Technical Representative to assist in the field
24 erection of the FRP panels” who must be “experienced in the materials and
25 performance characteristics of the FRP and adhesive materials, as well as
26 panel handling requirements” and who will “act in an advisory capacity and

1 shall report to the Contractor and the Engineer any operation or procedure that
2 the Technical Representative considers detrimental to the integrity of the deck
3 system” (Bridge Rehabilitation Contract, Section 00565.30 of the Special
4 Provisions); and

5 (k) perform the correction, repair and other duties described in paragraph 24
6 (paragraph 24 is incorporated herein).

7 13.

8 The County has paid Conway all amounts due and has otherwise performed all
9 conditions required of it under the Bridge Rehabilitation Contract. The County has withheld
10 certain amounts to offset damages incurred by the County.

11 14.

12 Conway breached the Bridge Rehabilitation Contract in the following respects:

13 (a) Performing the Work in a manner that resulted in the defects described in
14 paragraph 8;

15 (b) As prime contractor, failing to supervise and ensure the proper work of
16 subcontractors, resulting in the defects described in paragraph 8;

17 (c) Failing to procure from subcontractors and/or consultants or otherwise furnish
18 design documents and calculations for the FRP Decking in compliance with
19 the Bridge Rehabilitation Contract, as further described in paragraph 63; and

20 (d) Failing to correct the FRP Decking defects, as further alleged in Count III
21 herein.

22 15.

23 As a result of Conway’s breaches of the Bridge Rehabilitation Contract, the County
24 has incurred and will continue to incur damages and is entitled to recover its damages from
25 Conway.

26

1 **COUNT II**

2 **(Negligence)**

3 For Count II of its claim for relief against Conway, the County alleges as follows:

4 16.

5 The County re-alleges paragraphs 1 through 15.

6 17.

7 As a result of its role in providing materials and services for the Bridge Rehabilitation
8 Project, and independent of its duties under the Bridge Rehabilitation Contract or any other
9 agreement, Conway owed the County a duty to perform the Work in a professional and
10 workmanlike manner and in accordance with industry standards.

11 18.

12 Each of the following failures by Conway presented a foreseeable risk of harm in the
13 form of defects and property damage:

- 14 (a) Failing to perform the Work in a professional and workmanlike manner;
- 15 (b) Failing to perform the Work in accordance with industry standards; and
- 16 (c) Failing to properly supervise subcontractors.

17 Specifically, it was foreseeable that the defects and property damage described in paragraphs
18 8 and 9, among others, would result from Conway's failures.

19 19.

20 The risk that the Morrison Bridge would suffer defects and property damage is a risk
21 to a kind of interest that the law protects against negligent invasion.

22 20.

23 The County is a member of the class of persons, and the defects and property damage
24 described in paragraphs 8 and 9 are within the general type of potential incidents and injuries,
25 that made Conway's conduct negligent.

26

1 21.

2 Conway's conduct described in paragraph 18 was unreasonable in light of the risk
3 that such conduct could result in defects and property damage, including but not limited to
4 the defects and property damage described in paragraphs 8 and 9.

5 22.

6 As a result of Conway's unreasonable conduct, defects and property damage have
7 occurred at the Morrison Bridge and the County has suffered and will continue to suffer
8 injury and is entitled to recover its damages from Conway.

9 **COUNT III**

10 **(Breach of Warranty)**

11 For Count III of its claim for relief against Conway, the County alleges as follows:

12 23.

13 The County re-alleges paragraphs 1 through 22.

14 24.

15 Under the Bridge Rehabilitation Contract, Conway made numerous warranties to the
16 County (collectively, the "Warranties") related to the Work, including but not limited to the
17 following:

18 (a) guaranteed "any, and all, work performed by [Conway] under this contract
19 against defective or improper workmanship or materials, the terms of the
20 guarantee being as set out in the general provisions, and [Conway] agrees to
21 make such repairs and to do such other work as may be necessary to maintain
22 the same good condition, making such repairs and doing such other work
23 under and in accordance with the terms and conditions also described in the
24 general provisions" (Bridge Rehabilitation Contract, page 2);

25 (b) to "correct or remove unacceptable Work, as directed by the Engineer in
26 writing" and "replace such work with Work and Materials conforming to the

1 requirements of the Contract” (Bridge Rehabilitation Contract, Section
2 00150.80 of the Standard Specifications);

3 (c) to, [w]hether before or after the Agency’s acceptance of the Work * * * be
4 responsible for * * * [c]orrecting or repairing any defects in, or damage to, the
5 Work which results from the use of improper or defective materials or
6 workmanship,” “[r]eplacing in its entirety, the Work affected by the use of
7 improper or defective materials or workmanship to the extent provided by
8 law” and “[c]orrecting or repairing any Work, Materials, Structures, Existing
9 Surfacing, Pavement, Utilities or sites * * * damaged or disturbed in that
10 correction, repair, or replacement” (Bridge Rehabilitation Contract,
11 Section 00150.97 of the Standard Specifications);

12 (d) “perform Work, and furnish Materials and Equipment for incorporation into
13 the Work, at the Contractor’s own risk, until the entire Project has been
14 completed and accepted by the Agency” and “repair all damages to Work
15 performed, Materials supplied, and Equipment incorporated into the Work,
16 except as otherwise provided in this Section” (Bridge Rehabilitation Contract,
17 Section 00170.80(a) of the Special Provisions);

18 (e) “[u]ntil Final Acceptance * * * promptly rebuild, repair, restore, and make
19 good damages to all portions of the permanent or temporary Work” (Bridge
20 Rehabilitation Contract, Section 00170.80(b) of the Special Provisions); and

21 (f) to “make good any defective Work, Materials or Equipment incorporated into
22 the Work, according to the provisions of Section 00150” (Bridge
23 Rehabilitation Contract, Section 00170.85 of the Standard Specifications).

24 25.

25 By failing to correct defects in the FRP Decking, despite demand, Conway has
26 breached the Warranties.

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26.

As a result of Conway’s breach of the Warranties, the County has incurred and will continue to incur damages and is entitled to recover its damages from Conway.

COUNT IV

(Contractual Indemnity)

For Count IV of its claim for relief against Conway, the County alleges as follows:

27.

The County re-alleges paragraphs 1 through 26.

28.

In the Bridge Rehabilitation Contract, Conway agreed to the following:

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

- Any damage, injury, loss, expense, inconvenience, or delay described in this Subsection.
- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by

1 (b) Failing to perform its work in accordance with industry standards.
2 Specifically, it was foreseeable that the defects and property damage described in paragraphs
3 8 and 9, among others, would result from ZellComp's failures.

4 33.

5 The risk that the Morrison Bridge would suffer defects and property damage is a risk
6 to a kind of interest that the law protects against negligent invasion.

7 34.

8 The County is a member of the class of persons, and the defects and property damage
9 described in paragraphs 8 and 9 are within the general type of potential incidents and injuries
10 that made ZellComp's conduct negligent.

11 35.

12 ZellComp's conduct described in paragraph 32 was unreasonable in light of the risk
13 that such conduct could result in defects and property damage, including but not limited to
14 the defects and property damage described in paragraphs 8 and 9.

15 36.

16 As a result of ZellComp's unreasonable conduct, defects and property damage have
17 occurred at the Morrison Bridge and the County has suffered and will continue to suffer
18 injury and is entitled to recover its damages from ZellComp.

19 **COUNT II**

20 **(Breach of Contract)**

21 For Count II of its claim for relief against ZellComp, the County alleges as follows:

22 37.

23 The County re-alleges paragraphs 1 through 10 and 31 through 36.

24 38.

25 As the owner of the Morrison Bridge, the County is an intended third-party
26 beneficiary of the ZellComp Subcontract and is therefore entitled to enforce its terms.

1 39.

2 On information and belief, except for amounts currently in dispute between Conway
3 and ZellComp, Conway has paid ZellComp its services for the Bridge Rehabilitation Project
4 and otherwise performed all conditions required of it under the ZellComp Subcontract.

5 40.

6 ZellComp breached the ZellComp Subcontract in the following respects:

- 7 (a) Furnishing defective FRP Decking, as described in paragraph 8; and
8 (b) Failing to procure from subcontractors and/or consultants or otherwise furnish
9 design documents and calculations for the FRP Decking in compliance with
10 the ZellComp Subcontract, as further described in paragraph 63.

11 41.

12 As a result of ZellComp's breaches of the ZellComp Subcontract, the County has
13 incurred and will continue to incur damages and is entitled to recover its damages from
14 ZellComp.

15 **THIRD CLAIM FOR RELIEF**
16 **(Against Defendant Strongwell Corporation)**

17 **COUNT I**
18 **(Negligence)**

19 For Count I of its claim for relief against Strongwell, the County alleges as follows:

20 42.

21 The County re-alleges paragraphs 1 through 10.

22 43.

23 As a result of its role in fabricating FRP panels for the Bridge Rehabilitation Project,
24 and independent of its duties under the Strongwell Subcontract or any other agreement,
25 Strongwell owed the County a duty to fabricate FRP panels in a professional and
26 workmanlike manner and in accordance with industry standards.

1 44.

2 Each of the following failures by Strongwell presented a foreseeable risk of harm in
3 the form of defects and property damage:

4 (a) Failing to perform its work in a professional and workmanlike manner; and

5 (b) Failing to perform its work in accordance with industry standards.

6 Specifically, it was foreseeable that the defects described in items (a) through (g) of
7 paragraph 8 and the property damage described in paragraph 9, among others, would result
8 from Strongwell's failures.

9 45.

10 The risk that the Morrison Bridge would suffer defects and property damage is a risk
11 to a kind of interest that the law protects against negligent invasion.

12 46.

13 The County is a member of the class of persons, and the defects described in items
14 (a) through (g) of Section 8 and the property damage described in paragraph 9 are within the
15 general type of potential incidents and injuries that made Strongwell's conduct negligent.

16 47.

17 Strongwell's conduct described in paragraph 44 was unreasonable in light of the risk
18 that such conduct could result in defects and property damage, including but not limited to
19 the defects described in items (a) through (g) of paragraph 8 and the property damage
20 described in paragraph 8.

21 48.

22 As a result of Strongwell's unreasonable conduct, defects and property damage have
23 occurred at the Morrison Bridge and the County has suffered and will continue to suffer
24 injury and is entitled to recover its damages from Strongwell.

25

26

1 **COUNT II**

2 **(Breach of Contract)**

3 For Count II of its claim for relief against Strongwell, the County alleges as follows:

4 49.

5 The County re-alleges paragraphs 1 through 10 and 43 through 48.

6 50.

7 As the owner of the Morrison Bridge, the County is an intended third-party
8 beneficiary of the Strongwell Subcontract and is therefore entitled to enforce its terms.

9 51.

10 On information and belief, except for amounts currently in dispute between ZellComp
11 and Strongwell, ZellComp has paid Strongwell its services for the Bridge Rehabilitation
12 Project and otherwise performed all conditions required of it under the Strongwell
13 Subcontract.

14 52.

15 Strongwell breached the Strongwell Subcontract by furnishing defective FRP panels,
16 as described in paragraph 8.

17 53.

18 As a result of Strongwell's breaches of the Strongwell Subcontract, the County has
19 incurred and will continue to incur damages and is entitled to recover its damages from
20 Strongwell, including but not limited to any attorneys' fees to the extent allowed under the
21 Strongwell Subcontract.

22 **FOURTH CLAIM FOR RELIEF**

23 **(Against Plaintiff Travelers Casualty and Surety Company of America)**

24 **COUNT I**

25 **(Action on Bond)**

26 For Count I of its claim for relief against Travelers, the County alleges as follows:

1 54.

2 The County re-alleges paragraphs 1 through 29.

3 55.

4 The Performance Bond binds Travelers to the County in the amount of \$4,281,349.02
5 as surety of Conway's performance under the Bridge Rehabilitation Contract, including but
6 not limited to Conway's obligations under the terms described in paragraphs 12, 24 and 28.

7 56.

8 The County has performed all conditions under the Performance Bond except to the
9 extent such conditions have been waived or to the extent Travelers is estopped from asserting
10 such conditions.

11 57.

12 The breaches described in paragraphs 14 and 25 each constitute a default of
13 Conway's obligations under the Bridge Rehabilitation Contract.

14 58.

15 Under the Performance Bond, Travelers is liable to the County for damages incurred
16 as the result of Conway's breaches of the Bridge Rehabilitation Contract, including but not
17 limited to reasonable attorneys' fees and other damages recoverable under the contractual
18 indemnity specified in paragraph 28.

19 59.

20 Under the Performance Bond, the County is entitled to recover from Travelers the
21 damages incurred as the result of Conway's breaches of the Bridge Rehabilitation Contract,
22 including but not limited to the damages described in paragraph 9 and reasonable attorneys'
23 fees and other damages recoverable under the contractual indemnity specified in
24 paragraph 28. The County is also entitled to recover from Travelers reasonable attorneys'
25 fees pursuant to ORS 742.061.

26

1 and (iii) properly accounted for the requirements and limits of using FRP
2 material for the Bridge Rehabilitation Project; and

3 (b) Failing to perform complete and accurate calculations for the connections
4 between the FRP Decking and the steel stringers and the connections between
5 FRP Decking top panels and bottom portions, including but not limited to
6 (i) failing to calculate the fastening or other support necessary to address
7 dynamic loading, uplift and shear on the FRP Decking, (ii) miscalculating the
8 deflection and stiffness of the FRP Decking and (iii) failing to apply field
9 boundary conditions.

10 64.

11 As a result of H&H's breaches of its duty to the County, defects and property damage
12 have occurred at the Morrison Bridge and the County has suffered and will continue to suffer
13 injury and is entitled to recover its damages from H&H.

14 **COUNT II**

15 **(Breach of Contract)**

16 For Count II of its claim for relief against H&H, the County alleges as follows:

17 65.

18 The County realleges paragraphs 1 through 10.

19 66.

20 As the owner of the Morrison Bridge, the County is an intended third-party
21 beneficiary of the H&H Subcontract and is therefore entitled to enforce its terms.

22 67.

23 On information and belief, ZellComp performed all conditions required of it under
24 the H&H Subcontract.

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68.

H&H breached the H&H Subcontract by failing to furnish design documents and calculations in compliance with the H&H Subcontract, as described in paragraph 63.

69.

As a result of H&H breaches of the H&H Subcontract, the County has incurred and will continue to incur damages and is entitled to recover its damages from H&H, including but not limited to any attorneys' fees to the extent allowed under the H&H Subcontract.

WHEREFORE, the County prays for judgment in its favor and against Conway, ZellComp, Strongwell, Travelers, and H&H as follows:

1. For ~~no less than \$2,000,000~~ the amount of \$6,071,408, for damages;
2. For the County's costs, expenses, disbursements and interest;
3. For the County's attorneys' fees, to the extent allowed under contract, ORS 20.096, and ORS 742.061; and
4. For such other relief as is just and equitable.

DATED: February 6, 2015. STOEL RIVES LLP

/s/ Joel A. Mullin
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and
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Attorneys for Multnomah County

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **THIRD AMENDED COMPLAINT IN INTERVENTION FOR BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, INDEMNITY AND ACTION ON BOND, AMENDED BY**

INTERLINEATION on the following named person(s) on the date indicated below by

- mailing with postage prepaid
- hand delivery
- electronic transmission via email

to said person(s) a true copy thereof, contained in a sealed envelope if by mail, addressed to said person(s) at his or her last-known address(es) indicated below.

Joseph A. Yazbeck
Yazbeck, Cloran & Bowser, PC
111 SW Columbia, Suite 650
Portland, OR 97201-5841
Fax: (503) 227-4866

Douglas K. Weigel
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Attorneys for Specialty Coatings, Inc.

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VIA HAND DELIVERY:

Hon. Judge Karin J. Immergut
Multnomah County Courthouse, Office 418
1021 SW Fourth Avenue
Portland, OR 97204-1123

DATED: February 6, 2015.

s/ Joel A. Mullin
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Attorneys for Multnomah County