

Contract Documents

for the

**Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive**

Project No. PW-08-03

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

PRE-BID CONFERENCE: A mandatory walk-thru meeting will be conducted on Wednesday, April 7, 2010, at 9:00 AM at the intersection of 5th Avenue and 4th Street in the City of West Linn, Oregon.

BIDS DUE: 2:00 PM, Wednesday, April 14, 2010 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

BID OPENING: 2:00 PM, Wednesday, April 14, 2010 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

FIRST TIER DISCLOSURE STATEMENTS DUE: 4:00 PM, Wednesday, April 14, 2010 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

**CITY OF WEST LINN
PUBLIC WORKS
ENGINEERING DIVISION**

22500 Salamo Road #800
West Linn, Oregon 97068
503 722-5501 FAX 503 656-4106

PROJECT DOCUMENTS FOR THE

for the

**Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive**

Project No. PW-08-03

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	Patti Galle
Councilor	Scott Burgess
Councilor	Jody Carson
Councilor	Teri Cummings
Councilor	John Kovash
City Manager	Chris Jordan
Public Works Director	Gene Green
City Engineer	Dennis Wright

CITY OF WEST LINN

**Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive**

Project no. PW-08-03

IN WEST LINN, CLACKAMAS COUNTY, OREGON

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ADVERTISEMENT FOR BIDS

Sanitary Sewer Capital Improvements: Fourth Street to Willamette Falls Drive Project No. PW-08-03

IN CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

Sealed proposals for the construction of the **Sanitary Sewer Capital Improvements: Fourth Street to Willamette Falls Drive** project in the City of West Linn, Clackamas County, Oregon, will be received by the City of West Linn Public Works Engineering Division offices at City Hall, 22500 Salamo Road, Box #800, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, Wednesday, April 14, 2010 at which time the proposal shall be publically opened and read. Proposals received after this time will not be considered. Proposals shall be clearly marked "Bid for **Sanitary Sewer Capital Improvements: Fourth Street to Willamette Falls Drive** project", and addressed to the attention of **Boris Piatski**. First tier Subcontractor list complying with the provisions of ORS 279C.370 shall be submitted not later than two hours after the time and date specified for the proposals submittal.

A mandatory walk-thru meeting will be conducted on Wednesday, April 7, 2010, at 9:00 am at the intersection of 5th Avenue and 4th Street in the City of West Linn, Oregon.

The project is a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act, 41 U.S.C. 3141 to 3148.

Work generally consists of replacing 2,702 linear feet of existing 12-inch inside diameter asbestos cement gravity sewer pipe with 15-inch inside diameter pipe using open trench method (or alternate pipe bursting method at contractor's option and risk), connecting to existing manholes, installation of one new manhole, testing, reconnection of service laterals to the new pipe, and repaving a section of 5th Avenue affected by the construction. The contract work must be completed within ninety (90) days of Notice to Proceed. Work from STA 16+11 to 20+60 (Bus Barn property) as shown on the plans must be complete prior to September 1st, 2010. The engineer's estimate for the work is between \$450,000 and \$550,000.

The project plans, specifications and proposed contract provisions may be reviewed at no cost through the City of West Linn's website at <http://westlinnoregon.gov/rfps> or obtained through the City of West Linn Engineering Division located at 22500 Salamo Road, West Linn, Oregon at a cost of \$25.00 per set, plus \$10 additional cost if mailed. If you wish to receive any possible future addendums for this project, please email prich@westlinnoregon.gov with your name, address, telephone number, fax and email address or call 503-722-5501 to be placed on the plan holders list.

Dated this March 24, 2010

Boris Piatski
Project Manager

Publication Date

Daily Journal of Commerce: March 24 and 29, 2010

**Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive**

Project No. PW-08-03

CITY OF WEST LINN, OREGON

PROJECT INFORMATION

PROJECT QUESTIONS

More detailed information concerning the project may be obtained by contacting:

Boris Piatski
City of West Linn, Engineering Division
22500 Salamo Road #800, West Linn OR 97068
Phone (503) 722-5519 FAX (503) 656-4106
E-mail: bpiatski@westlinnoregon.gov

GENERAL DESCRIPTION Work generally consists of replacing 2,702 linear feet of existing 12-inch inside diameter asbestos cement gravity sewer pipe with 15-inch inside diameter pipe using open trench method (or alternate pipe bursting method at contractor's option and risk), connecting to existing manholes, installation of one new manhole, testing, reconnection of service laterals to the new pipe., and repaving a section of 5th Avenue effected by the construction with 2" of Hot Mix AC class "C". It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

This is a Lump Sum type contract. Quantities for work required are as shown in the project plans. Pavement bid item, and a contingency bid item for rock excavation has also been included, if needed, separate from the Lump Sum price if rock is encountered.

PRE-BID CONFERENCE A mandatory walk-thru meeting will be conducted on Wednesday, April 7, 2010, at 9:00 am at the intersection of 5th Avenue and 4th Street in the City of West Linn, Oregon. No statement made by City's agents at such meeting nor otherwise provided herein shall be binding on City unless confirmed by a written addendum.

TIME OF COMPLETION The time of completion of the work to be performed under this contract is as follows:

The contract work must be completed within ninety (90) calendar days of Notice to Proceed. Work from STA 16+11 to 20+60 (Bus Barn property) as shown on the plans must be complete prior to September 1st, 2010.

Delays and extensions of the time may be allowed in accordance with section 108.06 of the City of West Linn Public Works Standards.

LIQUIDATED DAMAGES Liquidated damages shall be per section 108.07 of the City of West Linn Public Works Design and Construction Standards (the Standards). In accordance with the Schedule of Liquidated Damages, the amount of damages for late completion is **\$150.00 (one-hundred fifty dollars)** per day for every calendar day following the contract completion date during which the work

remains uncompleted, for the first ten (10) calendar days after the time of completion has expired, and \$500.00 (five-hundred dollars) per calendar day beginning on the eleventh (11th) day after the time of completion has expired. These damages are not punitive and contractor, by submitting its bid, agrees the stated liquidated damages are reasonable.

BID SECURITY Proposals must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than **ten percent (10%)** of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

PRE-QUALIFICATION OF BIDDERS Pre-qualification is not required for this project. However, bidders must provide reference information as specified in the following paragraph.

RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products, similar to that specified in this contract. Experience records must include use of the pipe bursting installation method if pipe bursting is intended to be used. Also said experience must be of a similar size as scope of work and be within the local geographic area (within 200 miles). Information shall be provided on form provided in the proposal packet and include project name, description of work, cost, location, point of contact, and telephone number. The City of West Linn reserves the right to reject bids that do not clearly conform to this requirement.

CONTRACT DOCUMENTS The Contract Documents under which it is proposed to execute this work consists of the material bound and attached herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents should request of the Engineer, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of the Documents. The Owner will not be responsible for any other explanation or interpretation of said Documents.

CONSTRUCTION STANDARDS APPLICABLE The West Linn Public Works Design and Construction Standards and Construction Specifications in their entirety are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

WORK PERFORMED BY THE PRIME CONTRACTOR At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The City of West Linn reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the Contractor.

SUPERVISION OF WORK BY THE PRIME CONTRACTOR Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of 3 years and be employed by the prime contractor for a minimum of 12 months prior to the award of the contract.

CONTRACTING LICENSE REQUIREMENT The bidder must be registered with the Oregon Construction Contractors Board. Each proposal must contain the license number of the bidder.

PREPARATION OF PROPOSAL The proposal for the work contemplated is to be submitted on the form prescribed in the proposal herein. All blank spaces on the proposal form must be filled in, in ink, in both words and numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any proposal shall be deemed informal which contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda.

The bidder shall sign his proposal in the space provided in the CONTRACT AGREEMENT document. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If a corporation makes the proposal, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

SUBMISSION OF PROPOSALS All proposals must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Proposals must be made on the prescribed proposal forms attached herewith, and submitted intact with the proposal documents. A bid that is submitted without the bidder's signature on the CONTRACT AGREEMENT will be deemed non-responsive. Late bids will not be considered.

FIRST TIER SUBCONTRACTOR DISCLOSURE: If a bid for the project is greater than \$100,000, within two working hours of the date and time the bids are due, the Bidder must submit a written disclosure of the names, addresses, Construction Contractor's Board Number, if applicable, and amount of subcontract for all first-tier subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid or \$15,000, whichever is greater, and the describe the Work that each Subcontractor will perform.

WITHDRAWAL OF PROPOSAL Any proposal may be withdrawn prior to the scheduled date and time for the opening of proposals either by telegraph, telephone, written request, or in person. No proposal may be withdrawn after the time scheduled for opening of proposals unless the time specified for awarding bids has elapsed.

The Owner reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver performance bond within the specified time, the next lowest bid may be accepted at the Owner's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

CONDITIONS OF WORK Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

AWARD OR REJECTION The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the proposal include alternates, the contract will be awarded, with alternatives being awarded in priority order.

Notwithstanding provisions of law requiring the City to enter into contracts with the lowest responsive, responsible bidder, the City shall give preference to materials and supplies manufactured from recycled materials. The preference shall be determined in the following manner: (a) the bidder must indicate on the proposal which bid items contain recycled materials and the percentage of recycled materials in the product; (b) the City will compare on an item by item basis the cost of the item containing recycled materials with the cost of the item without recycled materials; (c) the City will compare the lowest bid with the bid containing the use of recycled materials; (d) a preference will only be given if on an item by item basis and on the basis of the bid amount, the cost of using recycled materials does not exceed the cost of using non-recycled materials by more than five percent.

As required by ORS 279A.120 and solely for the purpose of determining the lowest responsive bidder, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidder's in the bidder's home state. The Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. No bidder may withdraw his proposal for a period of sixty (60) days after the date of opening thereof. The acceptance of a proposal will be by notice in writing, mailed or delivered to the office designated in the Proposal.

ADDENDA Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his proposal, shall be covered in the proposal, and shall be made a part of the contract. Addenda will be handled as follows: City will not mail notice of Addenda, but will publish notice of any Addenda on City's Web site. Addenda may be downloaded off the City's Web site. Bidders should frequently check the City's Web site until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

EXECUTION OF CONTRACT The contract is executed upon signature of the contract document by the City Manager.

PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND: The successful bidder shall file with the City performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of notification of award of the contract by the City. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers. Prior to commencing work, Contractor shall also furnish proof of filing of a public works bond in the form and amount specified in ORS 279C.836, with the Construction Contractor's Board.

FAILURE TO FURNISH BOND: Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the City. It is agreed that this said sum is a fair estimate of the

amount of damages the City will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

RESPONSIBILITY OF PUBLIC AGENCY (CITY OF WEST LINN) Advertise and accept bids for the project, award, administrate the contract and inspect the project for compliance with contract plans and specifications, and provide payment upon completion.

CHANGES: City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the City's project manager by Contractor of the notification of change, or the claim shall be deemed waived by Contractor. The issuance of information, advice, approvals, or instructions by City's project manager or other City personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a written Change Order is executed by the City's project manager, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

CONTRACTOR'S RESPONSIBILITY The Contractor shall complete the work as represented in these plans and specifications, and as modified by mutual agreement by the owner and contractor. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

PAYMENTS: The City will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and city's project manager. Progress payments may be submitted monthly to the City project manager. Projects lasting less than thirty (30) days in duration will not receive progress payments. If the City is notified that payment has not been made for labor or materials invoiced to the City, the City may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full. Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services.

FINAL PAYMENT: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 3 working days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

Upon acceptance by the City, the entire balance due to the Contractor, including the retained percentage, shall be paid to the Contractor, by the City within 30 days after the date of said final acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within three (3) working days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the three (3) working day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the city's project manager, that all payrolls, material bills, and other indebtedness connected with the project have been paid, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

"AS BUILT" PLANS The contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

WATER SUPPLY The Contractor shall be responsible for providing for all water necessary for this project. The City of West Linn is the purveyor of water in this area. A locked water supply hydrant is available to contractors at 2042 8th Avenue in West Linn. Contact the City of West Linn, telephone 503-656-4261, to set up an account for this water source. Contractor shall comply with the instructions for use of City Water. Costs for handling the water shall be considered incidental to this contract.

PROJECT WORK AREA CLEANLINESS It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the City Project Manager.

CITY OF WEST LINN

***Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive
Project No. PW-08-03***

SPECIAL SPECIFICATIONS

GENERAL INFORMATION

These special specifications and provisions are for the work as described herein in conjunction with the associated project plans and other related documents. The construction drawings are to be considered a part of these specifications bound herein. It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

Contact the following organizations before excavating in any area:

<u>Name of Utility</u>	<u>Telephone No.</u>	<u>Utility Lines</u>
Utility Notification Center	800 332-2344	Water, Sanitary Sewer, Stormwater, Electric, Gas, Cable TV, Telephone, others

The contractor shall be responsible for repairing all damage to identified utility lines located within the construction limits. The City of West Linn holds no liability for the locations of sanitary sewer lateral service lines.

Estimated quantities for each bid item shall be as shown in the bid, and as broken down in the bid item quantity spreadsheet included in these documents. Actual quantities may vary and contract will be adjusted based upon bid unit prices on amounts not to exceed 25% of total estimated quantities.

Construction of the facilities shown in the plans and specifications for this project shall be in conformance with established good construction practices, any permit conditions, the Oregon Standard Specifications for Construction, the City of West Linn Public Works Design and Construction Standards, the current versions of the Uniform Building Code, Uniform Plumbing Code, Oregon State Plumbing Specialty Code, Oregon State Health Division Rules and Standards, Oregon State Department of Environmental Quality Rules and Standards, and product manufacturers' recommended procedures. Where any of these rules or standards is in conflict with one another, the City Engineer shall determine which rules or standards shall govern.

Payment for each bid item shall be as set forth in the bidder's bid and shall include, but is not limited to, providing all materials, labor, and equipment necessary to perform the work listed herein. Work listed in each bid item shall be performed in accordance with the appropriate sections of the standard

specifications, special specifications, standard details, and construction plans, except as modified herein.

The contractor is responsible for submitting information to the City's Project Manager for approval on all construction materials.

PRE-CONSTRUCTION CONFERENCE: Pre-construction conference is required prior to start of this project. Traffic control plans and construction schedule shall be submitted to the City at least five (5) working days prior to pre-construction conference for approval.

CONTRACTOR'S NOTIFICATION RESPONSIBILITY PRIOR TO BEGINNING WORK It is the contractor's responsibility to notify the City's Project Manager ten (10) working days prior to beginning work on any portion of this project. It is also understood that it is the contractor's responsibility to notify residents within the project vicinity at least 5 (five) working days prior to beginning work. Traffic control plan shall be submitted and approved four (4) weeks prior to beginning work with all the required signs to be installed at least two (2) weeks prior to beginning work.

Approval of the extent and duration of all temporary street closures by the City Engineer is required prior to any such closure.

LIMIT ON WORKING HOURS:

Working hours shall be limited as follows unless specifically authorized by the City Engineer.

- Monday through Friday - 7:00 am to 7:00 pm,
- Saturday - 9:00 am to 5:00 pm,
- Sunday and holidays - no work is permitted

CONTRACTOR'S RESPONSIBILITY

It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the contractor's liability or status as an independent contractor under this contract. It is understood that it is the contractor's responsibility to provide 24 hour notice to residents prior to beginning work and it is the contractor's responsibility to remove vehicles that interfere with work.

CORRECTION OBLIGATION PERIOD: The Contract will execute its work in strict accordance with the Contract Documents (which include the Oregon Department of Transportation Standard Specifications for Construction) in a sound and workmanlike manner. Contractor warrants and guarantees its work against all defects and deficiency in material and workmanship. The Contractor agrees to correct all defects appearing in the work or developing in the materials furnished for a period of **eighteen (18) months** after the date of final acceptance of the work by the City and further agrees to indemnify and save the City harmless from any cost encountered in correcting such defects. Further, if defects are corrected during the correction obligation period, a new eighteen (18) month period for that portion of the work will commence upon acceptance of the corrected work by the City.

TIME LIMIT OF UNSETTLED DISPUTES: No action, suit or other legal proceedings shall be maintained by Contractor arising out of the contract or breach thereof or anything done in connection therewith, unless commenced within **eighteen (18) months** of the final acceptance of the project. All claims or causes of action by or of Contractor in any way resulting from this contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

COMPLIANCE WITH OREGON REVISED STATUTES: The contractor must comply with all of the Oregon Revised Statutes for Public Works contracts, which are incorporated herein by this reference. Contractor shall comply with all applicable provisions of ORS 279C.505, ORS 279C.510, ORS 279C.515, ORS 279C.520, and ORS 279C.530. The contractor is specifically reminded that Performance and Payment bonds in a form acceptable to the City are required.

PAYMENT OF MINIMUM WAGE RATE: The contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.815 are hereby incorporated into these Specifications. The contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201 or online at http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

In conformance with State of Oregon regulations, the contractor or its surety and every subcontractor or its surety shall submit a statement in writing to the City in a form prescribed by the State Labor Commissioner certifying under oath the hourly rate of wage paid each classification of workers employed for work on the project, and further certifying that no worker has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this contract. These statements are to be submitted to the City's Project Manager.

There is no representation on the part of the City that labor can be obtained at the hourly rates required by this contract. It is the responsibility of the contractor to be aware of local labor conditions and perspective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of a payment of wage rates in excess of the prevailing wage rates.

Payment of Claims as Required by ORS 279C.600:

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the contractor by reason of his contract. The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

Hours of Labor as Required by ORS 279C.540

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half (1.5 times base pay) for all overtime in excess of 8 hours a day or 40 hours a week in any week when the work week is five consecutive days, for all time in excess of 10 hours a day or 40 hours a week in any week when the work week is four consecutive days, and for all Saturdays and legal holidays as specified in ORS 279C.540.

Payment for medical Care as Attention to Employees as Required by ORS 279C.530

The contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement, for the purpose of providing or paying for such service.

WORKERS' COMPENSATION INSURANCE AS REQUIRED BY ORS 656.017: The contractor, its subcontractors, and all employers working under this project subject to the Oregon Workers Compensation Law, shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Evidence of contractor compliance with this requirement shall be submitted and approved by the City prior to payment.

PERMITS: The Contractor shall obtain all permits and licenses, including a City business license, and pay any fees connected therewith, having to do with his construction operations except those permits specifically stated to be obtained by the City. The contractor shall confine his operations to within the permanent or construction easement limits, and street right-of-way limits. Any damage to private property, either inside or outside of the aforementioned limits, shall be the responsibility of the Contractor. The city shall waive the cost of a public works permit.

OSHA: During performance of the contract, the contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act (OSHA) and the standards and regulations issued thereunder. The contractor shall further agree to hold the City, its employees, agents, City Councilors, and assigns harmless and free from liability for failure to comply with said standards and regulations. It shall be the sole responsibility of the contractor or vendor to remain familiar with said standards and regulations and maintain their enforcement.

CONSTRUCTION SEQUENCING: Construction sequencing requirements for this contract is as follows: The contractor shall propose a plan of work that is acceptable to the City Project Manager, and update the plan as necessary to remain current and responsive throughout the project.

EXISTING UNDERGROUND UTILITIES: There are existing underground utilities in the project area. There may be conflicts between existing utilities and the planned improvements. The City Project Manager and the contractor shall cooperate as necessary to make adjustments to successfully construct the project. Minor adjustments will be considered incidental to the project, and will be included under unit price items. Significant added costs will be covered

under extra work or other payment method as may be agreed upon between the contractor and City Project Manager.

TRAFFIC CONTROL: The contractor is solely responsible for providing for public traffic safety during the construction work. A traffic plan shall be developed by the contractor and submitted to the City Engineer for approval prior to commencement of any work. The contractor shall maintain safe conditions for pedestrian and vehicular traffic.

MATERIAL AND CONSTRUCTION REQUIREMENTS

Portland Cement Concrete

PCC shall be 3300-psi minimum for all items.

Aggregate

Rock aggregate shall be ¾" - 0 compacted to 95% min per AASHTO T180.

Code Requirements

All work shall be done in strict compliance with the requirements of:

- A. Uniform Building Code
- B. Uniform Mechanical Code
- C. Uniform Plumbing Code
- D. National Electric Code
- E. National Electric Safety Code
- F. Oregon State Department of Labor and Industries
- G. City of West Linn

In case of disagreement between codes or these specifications, the more restrictive shall prevail.

Coordination With Other Contractors and With Owner

Certain work within this contract may require connection to and coordination with the work of other contractors and Owner. The Contractor under these specifications shall cooperate fully with all other contractors and Owner and carefully fit its own work to such other work as may be directed by the Engineer. The Contractor shall not commit or permit any act to be committed which will interfere with the performance of work by any other contractor or the Owner.

Access to Work

Access to the work shall be provided as may be required by the Owner or its representatives, and all authorized representatives of the state and federal governments and any other agencies having jurisdiction over any phase of the work, for inspection of the progress of the work, the methods of construction or any other required purposes.

Site Investigation and Physical Data

The Contractor acknowledges that it is satisfied as to the nature and location of the work and the general and local conditions, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of water, roads, groundwater, access to the sites, coordination with other contractors, and conflicts with pipelines, structures and other contractors. Information and data furnished or referred to herein is furnished for information only. Any failure by the Contractor to become acquainted with the available information and existing conditions will not be a basis for relief from successfully performing the work and will not constitute justification for additional compensation.

The Contractor shall verify the locations and elevations of existing pipelines, structures, grades and utilities, prior to construction. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available.

Geotechnical information is provided as part of the contract documents.

Temporary Utilities for Construction Purposes

The Contractor shall make all arrangements necessary to provide all temporary utilities for construction purposes and shall pay all costs associated those temporary utilities. Water for construction purposes will be furnished by the Owner at no cost. The Contractor shall furnish all valves, hoses, connections and other devices as necessary to obtain sufficient water for construction and for filling and testing of water lines as required. Fire hydrant use is allowed only by permission of the Owner. Backflow protection is required.

Construction Within Public Rights-of-Way

When the work contemplated is wholly or partly within the right-of-way of a public agency such as a city, county or state, the Owner shall obtain from these agencies any right-of-way and street opening permits and all other necessary permit(s) required for the work contemplated. The Contractor shall abide by all regulations and conditions stipulated in the permit(s). Such conditions and requirements are hereby made a part of these specifications, as fully and completely as though the same were fully set forth herein. The Contractor shall examine the permit(s) granted to the Owner by any city, county and state agencies. Failure to do so will not relieve the Contractor from compliance with the requirements stated therein.

The Contractor shall obtain all construction permits and pay all fees or charges and furnish any bonds and insurance coverages as necessary to insure that all requirements of the city, county or state agencies will be observed and the roadway and ditches are restored to their original condition or one equally satisfactory. A copy of all permits shall be kept on the work site for use of the Engineer.

The Contractor shall obtain all permits and licenses, including a City business license, and pay any fees connected therewith, having to do with his construction operations except those permits specifically stated to be obtained by the Owner. The city shall waive the cost of a public works permit.

Construction Within Private Easements

When portions of the work contemplated are within easements held by the Owner on private property, the Contractor shall ascertain for itself to what extent the width, status and special conditions attached to easements may have on its operations and all costs resulting there from shall be included and absorbed in the unit prices of the Contractor's bid. Contractor shall coordinate with private property owners and businesses if required. Landscaping, surface restoration and fence restoration shall be completed within 24 hours following piping and conduit installation and other construction work. Temporary fencing shall be provided continuously until such private fencing is properly restored.

In anticipation of this project, the Owner is expected to obtain rights-of-entry to properties adjacent to the sewer installation work where adequate space for construction is not available. Copies of those rights-of-entry obtained at the time of advertisement are included in these documents. Any conditions included in these rights-of-entry are hereby made part of these contract conditions. As the City's agent, any deviation from these conditions will become the liability of the Contractor. Any corrective measures necessary to adhere to the contract conditions will also be the responsibility of the Contractor. The Contractor shall be responsible for obtaining any additional access needs and coordination with private property owners as needed during construction.

Private Roads and Driveways

Bridges at entrances to business properties where vehicular traffic is necessary shall be provided and maintained. Bridges shall be adequate in width and strength for the service required. No private road or driveway may be closed without approval of the Engineer unless written authority has been given by the owner whose property has been affected. Driveways shall be left open and ready for use at the end of the work shift. All expenses involved in providing for construction, maintenance, and use of private roads or driveways, shall be borne by the Contractor and the amount thereof absorbed in the unit prices of the Contractor's bid.

Traffic Control and Protection

The following section supplements the requirements as described in section 202 of the City of West Linn's Public Works Standards.

The Contractor shall maintain traffic control and protection in the work areas twenty-four (24) hours per day. Traffic control shall conform to the standards set forth in the "Oregon Manual on Uniform Traffic Control Devices for Streets and Highways" issued by the Oregon Department of Transportation.

The Contractor shall conduct its operations so as to keep one lane of traffic open for public and private access at all times on City streets, County and Public Roads. No lane closures of Willamette Falls Drive will be allowed prior to 9 AM or after 3 PM on weekdays and no lane closures will be allowed on weekends or holidays.

Prior to beginning construction, the Contractor shall submit a detailed street closure and traffic control plan to the Engineer for approval. As construction proceeds, the Contractor shall notify the Engineer as to the status of street closures and detours.

All work shall be carried on with due regard for safety to the public. Open trenches shall be provided with barricades of a type that can be seen at a reasonable distance, and at night they shall be distinctly indicated by adequately placed lights.

Limits of the Work and Storage of Spoils

The limits of the site which may be used for construction, storage, materials handling, parking of vehicles and other operations related to the project include the project site as shown on the drawings and adjacent public rights-of-way subject to permission of the public owner of that right-of-way. The limits of work also include rights of access obtained by the Contractor, subject to all public laws and regulations and rights of access by utility companies and other holders of easement rights.

Field Changes, Alignment and Grade

Changes of alignment and grade shall be made during the course of work in order to avoid interference with unforeseen obstructions. The Contractor shall locate existing utilities to be crossed, by potholing ahead of the pipe installation, of sufficient distance to avoid conflicts through pipe joint deflection if possible. All costs for minor field changes of alignment and grade shall be borne by the Contractor. The Engineer will endeavor to make prompt decisions on such matters. Contractor shall anticipate a minimum of 72 hours for any decision requiring significant piping change.

Protection of Existing Structures and Work

The Contractor must take all precautions and measures necessary to protect all existing structures and work. Any damage to existing structures and work shall be repaired by removing the damaged structure or work, replacing the work and restoring to original condition satisfactory to the Engineer.

Salvage and Debris

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, spoil or any other discarded material or equipment shall become the property of the Contractor and shall be disposed of in a manner compliant with applicable Federal State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted.

Submittals

The following section supplements the requirements as described in section 104.03 of the City of West Linn's Public Works Standards.

The Contractor shall provide shop drawings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the contract documents or Engineer's instruction.

Required submittals include items listed below. List is provided for Contractor convenience only and may not be complete in all respects. Contractor shall provide all submittals required, whether or not specifically listed herein.

- A. Schedules – The Contractor shall prepare and submit to the Engineer, within fifteen days after notice to proceed, a practicable schedule showing the order in which the Contractor proposes to carry out the work, the dates on which the important features of the work will start, and the contemplated dates for completing same. The time-scaled bar chart shall include the following:
- Construction activities
 - Submittal and approval of material samples and shop drawings
 - Procurement of critical materials
 - Fabrication, installation, and testing of special material and equipment
 - Duration of work, including completion times of all stages and their sub-phases
- B. Breakdown of Contract Price – The Contractor shall, with the bid, submit a complete breakdown of the lump sum contract price showing the value assigned to each part of the work including an allowance for profit and overhead adding up to the total lump sum contract price. Breakdown of lump sum bids shall be coordinated with the items in the schedule. Preparatory work, bonds, and insurance required in setting up the job will be allowed as a separate entry on the cost breakdown but shall not exceed 5% of the total base bid. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.
- C. Shop Drawings – The Contractor shall provide shop drawings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the contract documents or Engineer's instruction.
- D. Pipe Installation Method and Sequencing – The Contractor shall submit a plan that details the planned installation method(s) and the sequence of installation. The plan shall identify the method intended to be used for each run of pipe, the layout for any pipe bursting to be completed and will include all other submittal requirements as required in the following specifications regarding pipe bursting.
- E. Erosion Control Plan – Submit a plan that adequately modifies the erosion control plan provided in the bidding documents to meet the needs of the planned installation method.
- F. Materials Lists – Lists of all materials to be used on the project shall be submitted, including pipe material.
- G. Contractor Contact Persons
- H. Material Safety Data Sheet
- I. Traffic Control Plan

J. Miscellaneous Materials and Other Submittals (See Specifications)

Utility Properties and Service

In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

The Contractor shall notify all utility offices which may be affected by the construction operation at least 48 hours in advance. Before exposing any utility, the utility having jurisdiction shall grant permission and may oversee the operation. Should service of any utility be interrupted due to the Contractor's operation, the proper authority shall be notified immediately. It is of the utmost importance that the Contractor cooperates with the said authority in restoring the service as promptly as possible. Any costs shall be borne by the Contractor.

Sanitary Facilities

The Contractor shall provide and maintain sanitary facilities for its employees and its subcontractors' employees that will comply with the regulations of the local and State Departments of Health and as directed by the Engineer.

Street Cleanup

The Contractor shall clean daily all dirt, gravel, construction debris and other foreign material resulting from its operations from all streets and roads.

Vehicle Parking

The vehicles of the Contractor's and subcontractors' employees shall be parked in accordance with local parking ordinances.

Record Drawings

Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the Engineer. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the Engineer.

"Or Equal" Clause

In order to establish a basis of quality, certain processes, types of machinery and equipment or kinds of material may be specified on the drawings or herein by designating a manufacturer's name and referring to its brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated. When a manufacturer's name, brand or item designation is given, it shall be understood that the words "or equal" follow such name or designation, whether in fact they do

so or not. If the Contractor desires to furnish items of equipment by manufacturers other than those specified, he shall secure the approval of the Engineer prior to placing a purchase order.

No extras will be allowed the Contractor for any changes required to adopt the substitute equipment. Therefore, the Contractor's proposal for an alternate shall include all costs for any modifications to the drawings, such as structural and foundation changes, additional piping or changes in piping, electrical changes or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment. Approval of alternate equipment by the Engineer before or after bidding does not guarantee or imply that the alternate equipment will fit the design without modifications.

Surveys

The following section supplements the requirements as described in section 105.06 and 105.07 of the City of West Linn's Public Works Standards.

No additional construction survey information will be provided by the Owner. Based upon the information provided by the Contract Documents, the Contractor shall develop and make all detail surveys necessary for layout and construction, including exact component location, working points, lines and elevations. Prior to construction, the field layout shall be approved by the Owner's representative. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefore and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. After clearing and grubbing is complete and prior to excavation, the Contractor shall confirm the presence of any survey monuments, including but not limited to property corners that may be impacted during construction. Any monuments disturbed during construction shall be replaced at the Contractor's expense, with appropriate surveys filed with the County surveyor.

Erosion and Sedimentation Control

Temporary construction site erosion control measures shall be designed and constructed in accordance with City of West Linn Standards and per the contract plans. The Contractor shall submit for approval an erosion and sedimentation control plan to the City of West Linn. Work shall not commence until the approved Erosion and Sedimentation Control Plan is obtained from the City.

Erosion control measures shall be maintained throughout the project site until approved permanent cover such as a healthy stand of grass, other permanent vegetation, or other ground covering is established. When approved permanent ground cover is established, all temporary erosion control measures shall be removed from the construction site. Erosion control measures shall be installed as approved, per the above referenced documents. Erosion control measures including stabilized construction entrances and sediment barriers must be established in conjunction with site clearing and grading.

During construction, and until permanent vegetation or other ground covering is established, the erosion control facilities shall be upgraded as needed for unexpected storm events or site

conditions and with the purpose of retaining sediment and sediment-laden water on the construction site.

Interferences, Obstructions and Sewer Crossings

The following section supplements the requirements as described in section 105.05 of the City of West Linn's Public Works Standards.

At certain places, power, light and telephone poles may interfere with excavation and the operation of the Contractor's equipment. Necessary arrangements shall be made with utility companies for moving or maintaining such poles. The utility company affected by any such interferences shall be notified thereof so that the necessary moving or proper care of poles and appurtenances may have appropriate attention.

All costs resulting from any other interferences and obstructions, or the replacement of such, whether or not herein specifically mentioned, shall be included and absorbed in the unit prices of the Contractor's bid.

Storage and Protection of Equipment and Materials

The following section supplements the requirements as described in section 106.06 of the City of West Linn's Public Works Standards.

- A. Materials and equipment stored overnight shall be placed neatly on the job site. Unusable materials (i.e. rejected or damaged liner material, old concrete chunks, metal scraps, etc.) shall be expeditiously removed from the job site.

Provide appropriate barricades, signs, and traffic control devices in like-new condition where necessary to protect the public from any hazards associated with the storage of materials and equipment used for this project.

- B. No equipment and/or materials shall be stored outside the immediate work area on public right-of-ways, in the following locations, or in the following manner:

1. In any maintained landscaped or lawn area.
2. In a manner that would totally eliminate an individual residents' street parking.
3. In front of any business.

The "immediate work area" is the area where work is taking place or will be taking place within one calendar day. The Contractor shall immediately move stored material or equipment which causes a nuisance or creates complaints.

Competent Person Designation

The following section supplements the requirements as described in section 107.12 of the City of West Linn's Public Works Standards.

Contractor shall designate a qualified and experienced “competent person” at the site whose duties and responsibilities shall include enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

Emergency Maintenance Supervisor

The Contractor shall submit to the Engineer the names, addresses and telephone numbers of at least two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated, in writing by the Contractor, to act as its representatives and shall have full authority to act on its behalf. At least one of the designated employees shall be available for a telephone call any time an emergency arises.

Use of Explosives

The following section supplements the requirements as described in section 204 of the City of West Linn’s Public Works Standards.

When explosives are used for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb materials outside the neat lines of the trenches or excavations. The use of explosives must be approved by the Owner's representative. The Contractor shall be responsible for obtaining all permits required for the use of explosives.

All explosives shall be stored in a safe, secure manner in compliance with local laws and ordinances, and all such storage places shall be marked clearly "Dangerous Explosives." No explosives shall be left in an unprotected manner along or adjacent to any highway, street, alley or other area, where such explosives could endanger persons or property. Storage of the explosives shall be in accordance with the requirements of the State Industrial Accident Commission or similar appropriate body having the jurisdiction in such matters in the state in which the work is performed.

Only persons experienced in handling explosives shall be allowed to use them on the work. Where state or local laws require that explosives be handled only by licensed personnel, it shall be the Contractor's responsibility to see that this requirement is met.

The Contractor shall provide all necessary approved types of tools and devices required for loading and using explosives, blasting caps, and accessories. The Contractor shall conform acts to and shall obey all federal, state and local laws that may be imposed by any public authority or directions that may be given from time to time by the Engineer relative to the handling, placing, and firing of explosives. No blasting shall be done adjacent to any portion of exposed work or structures unless proper precautions are taken to ensure that the structure and materials surrounding and supporting the same will not be damaged by the blasting. When blasting rock in trenches, the Contractor shall cover the area to be shot with blasting mats or other approved type of protective material that will prevent the scattering of rock fragments outside the excavation. The Contractor shall give ample warning to all persons in the vicinity before blasting, including warning signs to turn off two-way radios, and shall station workers and provide signals of danger in suitable places to warn people and vehicles before firing any blasts.

Unless otherwise approved by the Engineer, all blasts shall be fired with an electric blasting machine which shall not be connected in the circuit until just before the time for firing, and then shall be connected by the person who will operate the blasting machine.

After a blast has been fired, the blaster shall make a minute inspection to determine if all charges have exploded before employees are allowed to return to the operation. Misfires shall be corrected in accordance with the requirement of the applicable portions of the state or local Safety Code for Blasting.

The Contractor shall be responsible for any and all damages to property and injury to persons resulting from blasting or accidental or premature explosions that may occur in connection with Contractor's use of explosives.

Repair of Damage -- In case injury from blasting occurs to any portion of the work or to the material surrounding or supporting the same, the Contractor, at Contractor's expense, shall remove such injured work, repair the work, and replace the material surrounding or supporting the same, or shall furnish such material and perform such work or repair or replacement as satisfactory to the Engineer and shall be promptly, completely, and satisfactorily repaired by the Contractor at Contractor's expense.

Asbestos Removal

Remove existing asbestos cement (AC) pipe as necessary to construct the new pipe in accordance with all state DEQ requirements. A guide for meeting DEQ rules, as published by DEQ, has been included in the contract documents.

Pipe Bursting

DESCRIPTION: This section includes requirements to rehabilitate existing sewers by a pipe bursting method which splits the existing 12-inch diameter asbestos cement (AC) pipe, and immediately installs a new high density polyethylene pipe in its place. Requirements are also included for re-connection to existing manholes, television inspection of the polyethylene pipe and complete installation in accordance with the Contract documents.

CONTRACTOR RESPONSIBILITY: Any heaving of the ground surface, change in alignment or profile of pipe, or any other installation issues that prevents the pipe from being successfully installed using the pipe bursting method shall be the responsibility of the contractor. Any corrective work to meet the requirements as shown in the plans shall also be the responsibility of the contractor. The City will not be responsible for any corrective work necessary, including but not limited to any necessary rock excavation, except for that necessary to install the pipe by open trench method.

MATERIALS: Polyethylene plastic pipe and fittings shall be high density polyethylene (HDPE) pipe as described below. Minimum pipe wall thickness shall be DR 17. Actual wall thickness may be increased at the discretion and cost of the Contractor depending on site conditions. HDPE pipe will not be allowed when utilizing any other construction method, including but not limited to open trench method, unless otherwise approved by the Engineer. All pipe, as shown on the plans, shall have a minimum inside diameter of 15 inches. If HDPE pipe is used, the Contractor shall select an HDPE pipe size that maintains

this required inside diameter and the manufacturer's certification with respect to the product involved and specifications or instructions shall be submitted to the Engineer for approval.

All sizes specified herein are in reference to "nominal" diameter, unless otherwise indicated. Pipe sizing is to be according to ASTM F714 and ASTM D 3035. The pipe shall be made from premium High Density Polyethylene resin qualified as Type III, Category 5, Class C, Grade P34 in ASTM D3350.

HANDLING HDPE PIPE: In shipping, delivering, and installing, the pipe, fittings, and accessories shall be handled in such manner as to insure a sound, undamaged condition. The Contractor shall be responsible for providing adequate storage for all materials and equipment delivered to the job site. Pipe and fittings shall be handled and stored in accordance with the manufacturer's recommendations.

The Contractor shall also be solely responsible for maintenance of all such material and equipment. Hauling, unloading and stringing of pipe shall follow in the manufacturer's recommendation and all necessary precautions shall be taken to prevent damage to the pipe. Pipe and fittings shall not be pushed or pulled over sharp projections, dropped, or have other objects dropped on it. Before installation, the pipe shall be inspected for defects. Any piping showing kinks, buckles, cuts, gouges, or any other damage which will affect the performance of the pipe shall be removed from the site. Material found to be defective before or after laying shall be replaced with sound material without additional expense to the Owner.

PLACING AND LAYING HDPE PIPE: Pipe and accessories shall be carefully lowered into the trench by means of derrick, ropes, belt slings, or other authorized equipment. Prior to placing the polyethylene pipe, all joints shall be complete except as noted. Under no circumstances shall any of the line materials be dropped or dumped into the trench. Pipe that has the grade or joint disturbed after laying shall be taken up and relayed.

Pipe fusion shall be performed as recommended by the manufacturer and shall not be done in water or when trench conditions are unsuitable for the work. Water shall be kept out of the trench until joining is completed. When work is not in progress, open ends of pipe and fittings shall be securely closed so that no trench water, earth, or other substance will enter the pipe or fittings. Pipe ends left for future connections shall be plugged or capped.

Butt fusion welding in the trench shall be done only when approved by the Engineer. Testing of in trench butt fusion welding may be required by the Engineer. Testing shall be done at no additional cost to the Owner and as approved by the Engineer.

Polyethylene pipe shall be brought to within 5 degrees F of earth temperature prior to cutting to length for placement of tees, elbows, or fittings.

CONNECTIONS FOR HDPE PIPE: Where connections are made between new work and existing mains, the connections shall be made by using special fittings to suit the actual conditions. When polyethylene pipe shall require connection to existing pipe(s) of undetermined materials, the Contractor shall use transition fittings (adapters, connectors,

couplings, etc.) as recommended for the polyethylene pipe to the specific existing pipe material. Transition systems shall be approved by the Engineer prior to installation.

DETECTABLE TONING WIRE: Detectible toning wire is not required for this project.

JOINTS FOR HDPE PIPE: All HDPE pipe and fittings shall be jointed by the fusion process per ASTM D 2657. The tensile strength at yield of the fusion joints shall be not less than the pipe. Fusion joining of pipe and fittings shall be performed in accordance with the procedures established by the pipe manufacturer. Of particular importance is the use of proper interface pressures and heater plate temperatures.

- A. The polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment. A listing of those authorized for polyethylene fusion shall be submitted and approved by the Engineer prior to any installation or work on HDPE pipe
- B. The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. When cool, all weld beads shall then be removed from the inside surface such that the joint surfaces shall be smooth. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the Engineer and/or his representative prior to insertion. All defective joints shall be cut out and replaced at no cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Engineer and/or his representative shall be discarded and not used
- C. Joining shall only be conducted by personnel possessing qualifications and certifications required by the pipe manufacturer. Fusion pressures, temperatures and cycle times shall be according to pipe manufacturer's recommendations. Fusion pressures, temperatures and cycle times shall be recorded and a copy provided to the Engineer.
- D. Joining sites should be cleared and graded, if necessary, to provide enough space for pipe storage and fusion. The site shall be free of rocks, stumps, and debris which could cut, scar or gouge the pipe. The contractor shall provide a shelter over the joining operation during adverse weather conditions. Necessary precautions shall be taken to prevent water from coming in contact with the heater plate.

- E. The manufacturer/supplier shall assist the Contractor by instructing the Contractor's personnel in proper fusion procedures and techniques. The manufacturer's representative shall be a person regularly engaged in such service and shall be certified in writing by the manufacturer to be technically qualified and experienced. Submit qualifications to the Engineer and/or Owner. The Contractor shall make all training sessions available to inspectors and quality assurance personnel at no charge and shall schedule the training sessions at a date and time agreeable to the representative.
- F. Builder's Risk Insurance is not required for this project.

SUBMITTALS:

The following Contractor's drawings and submittals shall be provided:

1. Method of construction and restoration of existing sewer service connections. This shall include detail drawings and a written description of the entire construction procedure to install pipe, bypass sewage flow and the reconnection of sewer service connections.
2. Pulling Method: Diagram showing pulleys, guards and forces on existing structures and how existing structures are to be protected from damage during the pulling process.
3. Certification of workmen training for installing pipe.
4. Television inspection reports and video tapes made after new pipe installation.
5. Diagram showing launching or insertion pit and receiving pit locations and dimensions.

CERTIFICATION:

1. In addition to the previously submitted and approved prequalification application, a list of key personnel and their resumes shall be submitted to the Engineer at the preconstruction conference. Failure to produce the listed individuals shall be cause for the termination of the contract or delay in the procedure of the project until said individuals are available. Contract time shall NOT be extended due to the above mentioned personnel being unavailable to work on this project.
2. The Contractor's crews and key personnel shall be limited to working a maximum of 10 hours per 24 hour day. The Contractor must have relief crews and crew leaders in place if the 10 hours is exceeded. Verification that relief crews and key personnel are available must be submitted to the Engineer prior to any crew having worked 10 hours in any 24 hour period.
3. High density polyethylene pipe jointing shall be performed by personnel trained in the use of thermal butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive

training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by qualified representative.

4. The Contractor shall hold the City and Engineer harmless in any legal action resulting from patent infringements.

PRECONSTRUCTION CLEANING AND VIDEO INSPECTION

The Contractor shall be responsible for cleaning as required and video inspection of the existing sewers to be pipe burst. The inspection shall be performed by closed circuit television. The Contractor shall notify the Engineer prior to each inspection and permit the Engineer to view the inspections. The Contractor shall provide the Engineer with the preconstruction video tapes and a suitable log and shall obtain the Engineer's approval, in writing, prior to pipe bursting. The video tape and log shall be kept for later reference by all parties.

PIPE JOINING

1. The polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method as described above.
2. Terminal sections of pipe that are joined within the insertion pit shall be connected with a full circle pipe repair clamp approved by the Engineer. The butt gap between pipe ends shall not exceed one-half (1/2) inch.

SEWER SERVICE CONNECTIONS

1. All sewer service connections shall be identified, located, excavated and shored prior to the pipe insertion to expedite installation and reconnection. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the Engineer and/or his representative. Upon completion of insertion of the new pipe, the Contractor shall expedite the reconnection of services so as to minimize any inconvenience to the customers.
2. Sewer service connections shall be connected to the new pipe by mechanical methods. Use HDPE fused saddle or approved equal.

CONSTRUCTION CONSTRAINTS

1. Insertion or launching pits shall only be allowed at locations of existing or proposed manholes, unless otherwise approved by Engineer, to minimize impact of existing trees and utilities.
2. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond 80% of its elastic limit.

3. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for such occurrence.
4. Following the relaxation period, the annular space may be sealed. Sealing shall be made with material approved by the Engineer and/or his representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.
5. Underground utilities as shown on the plans lie within close proximity of the sewer lines being replaced. It is the Contractor's responsibility to use equipment and construction methods that will not damage these foundations or underground utilities.
6. Some sewer lines to be pipe bursted may have had previous repairs made to them of materials that are difficult to pipe burst. These materials may include PVC pipe, ABS pipe, HDPE pipe and stainless steel bands. It is the Contractor's responsibility to use equipment and construction methods suitable for dealing with these materials.

EXISTING MANHOLE CONNECTIONS: (REUSE MANHOLES)

Provide equipment as necessary to make connections to existing manholes. Break out existing manhole walls as required for connections. Connections to manhole walls shall be with sanded collars or an approved equal. Connections shall be grouted watertight with an approved commercial non-shrink grout using an approved commercial concrete bonding agent applied to all concrete surfaces being grouted. HDPE piping shall be jointed by the fusion process per ASTM D2657.

TESTING

1. After the existing sewer is completely replaced, internally inspect with television camera and video tape as described elsewhere in the specifications.
2. Defects which may affect the integrity or strength of the pipe in the opinion of the Engineer shall be repaired or the pipe replaced at the Contractor's expense.

Sewage Diversion

- A. The Contractor shall submit a "Sewer Diversion Plan" to the Engineer prior to the start of construction. The Sewer Diversion Plan shall outline the Contractor's proposed method of handling all sewage flow during all elements of construction. The plan shall contain, at a minimum, a plan view of each proposed diversion on a site map and the individual components of the diversion including but not limited to: pump types - size and placement; diversion pipe - size, type, and placement; power supplies; method of damming the flow; and facilities for redundancy. The Contractor should plan for peak diversion flow of 3.2 cubic feet per second.

- B. When necessary, the flow shall be diverted by use of pumps to the next downstream manhole. The Contractor shall have adequate pumps and piping to divert flow to downstream sewer lines. Sewage diversion piping shall be buried to that extent that the piping is protected from traffic loads, traffic is maintained at driveways and roadways, and sidewalks are free of obstruction unless otherwise approved by the City. The Contractor shall also bury the sewage diversion as necessary to meet any permit requirements. All sewage diversion piping shall be leak proof. Surface restoration that is required for installing sewage diversion piping and other appurtenances is incidental to the sewage by-pass pay item and shall meet the Contract requirements.
- C. Sound baffles and temporary sound walls shall be installed to deflect sound from generators and bypass-pumps away from residential areas or as directed by the City. If necessary, the Contractor shall use critically silenced generators and pump units with hospital style mufflers to meet or exceed local noise ordinances. Such approved generators and accompanying pumps shall be continuously monitored while in operation and shall be placed to minimize disturbances to residential areas. If required, the Contractor shall secure a noise variance at no additional expense to the Owner.
- D. Diversion of all sewage flow shall be maintained at all times. A qualified operator who is capable of emergency repairs or able to mobilize forces to handle power, pump or other problems shall be on site immediately near the pumping system at all times. The Contractor shall be responsible for continuity of sewer service to each facility connected to the section of sewer during the execution of the work. Flow diversion equipment shall be in place and tested prior to disrupting the existing sewage flow patterns.
- E. Each sewage diversion pump shall be powered by a dedicated power generator and shall operate as a single pumping unit. For system redundancy, The Contractor shall have on site a minimum of one back-up sewage pumping unit. The back-up sewage pumping unit shall be of the same capacity as the operating pumping unit.
- F. Flow diversion pipe and pumps shall be free of leaks. Leaking pipes and pumps shall be replaced immediately. Sewage spills shall be cleaned up immediately. If a sewage release occurs during any sewer diversion activity, the Contractor is responsible for taking immediate action to cease, contain, and cleanup the release, and to notify the authorities. The Contractor shall have sufficient equipment and materials at the work site to cease, contain and cleanup any sewage release that occurs during diversion operations. The Contractor will be responsible for all costs associated with sewage spill cleanup including applicable fines.
- G. If sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, property damage costs and claims.
- H. No sewer diversion operation may proceed unless the Contractor has, at the work site, the following items:
 - a. Dry granular lime, of sufficient quantities, to be spread on any release for purposes of disinfectant. A 10% bleach solution may also be used as a disinfectant. Disinfectants may not be directly applied to any surface waters, streams, creeks, etc.

- b. Equipment to secure the area of sewage release and isolate the public from accessing the release site. As a minimum this shall include barricades and caution tape.
 - c. The equipment and materials on hand to stop the release and repair the failed item.
 - d. Equipment and materials to clean the site, rake up solid debris and to dispose of material properly.
- I. In case of sewage release during diversion operations the Contractor shall immediately contact the following authorities notifying them of the release:
- a. City of West Linn Public Works
 - b. Oregon Emergency Response System (OERS) if the spill is directly into any water body of the State at 1-800-452-0311.
- J. The Contractor shall be responsible for providing the following information to the authorities:
- a. Release site
 - b. Date and time release found or started and time stopped
 - c. Release flow rate
 - d. Receiving stream
 - e. Action taken to stop release
 - f. Cause of release
 - g. Clean-up actions

Ductile Iron Pipe

The following section supplements the requirements as described in section 301.02.03 of the City of West Linn's Public Works Standards.

Any ductile iron pipe specified for use on the plans shall be minimum Class 52.

Rock Excavation

In areas where the trench for the existing 12-inch diameter sewer pipe was cut into hard rock, additional rock excavation may be necessary to provide adequate trench width to install the proposed 15-inch diameter sewer pipe and compact along the sides of the pipe. In areas where the open trench installation method is used and adequate compaction cannot be obtained without completing additional rock excavation, such work shall be approved by the Engineer prior to excavation and payment.

Payment for rock excavation will be made at the unit price per cubic yard, separate from the lump sum price, as set forth in the Bidders Proposal. Work under this bid item shall comply with Section 204 of the City of West Linn Public Works Standards. Payment will be limited to any rock excavation to the limits necessary for final placement, as defined by the drawings, for typical open cut installation of the pipe and appurtenances. No payment will be made for any rock excavation outside the typical limits of excavation for installation. It is

understood that for excavation completed by the contractor at his election and for his convenience outside the limits necessary for final placement, the contractor shall include such costs as part of the lump sum bid. Such areas excluded for payment include but are not limited to construction of temporary pipe bursting insertion or launching pits when outside final placement limits. Work shall be performed meeting the criteria as described in Section 204 of the General Technical Requirements.

Bid item Descriptions

BID ITEM 1 – LUMP SUM PRICE FOR SEWER SYSTEM IMPROVEMENTS:

Payment for Sewer Improvements will be made as a portion of the lump sum price, proportionally equal to the completed amount of work.

Lump Sum Price for Sewer Improvement shall include, but not limited to:

Mobilization/Demobilization, traffic control, (a Traffic Control plan shall be submitted to the City five (5) working days prior to the pre-construction meeting for review and approval), include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in replacement of existing Sanitary line per plans and specifications; complete restoration to original condition, including backfill and repaving of open ditches in the R/W as necessary per the City Construction Standards; erosion and dust control; cleanup, removal of signs and equipment, tools, and materials; punch list work as necessary.

BID ITEM 2 - ROCK EXCAVATION Payment for those items shall be made at the price per each cubic yard excavated as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented and shall be full compensation for all labor, materials, tools, equipment, and all incidental work performed.

BID ITEM 3 – 2" AC PAVEMENT OVERLAY Payment for this item shall be made at the price per Ton as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented and shall be full compensation for all labor, materials, tools, equipment, and all incidental work performed, including furnishing and applying tack coat, as specified in the Standard Specifications and these special provisions.

This work shall consist of furnishing and placing AC pavement restoration on 5th Avenue:

Asphaltic concrete shall be 2" of Level 3, ½" dense graded for top course and overlays (Class C) as specified in section 00745, "Hot Mixed Asphalt (HMAC)," of ODOT Standard Specifications and these special provisions. Using of RAP materials allowed per Section **00745.03** of the 2008 Oregon Standard Specifications with no more than 20% RAP will be allowed in the wearing courses.

A tack coat of asphaltic emulsion shall be furnished and spray-applied to the existing pavement and vertical surfaces where asphalt concrete pavement is to be placed against the existing pavement. The exact rate of application shall be in accordance with manufacturer's specifications.

Sand seal all joints along the existing pavement with hot asphalt tack 4" to 6" wide and cover with clean sand. Re-apply additional sand seal to any edges that are not completely sealed in the first application.

Density tests shall be provided by the Contractor **in case the City will find applying compaction efforts substandard** and shall be performed by a Certified Oregon Department of Transportation Density Technician and shall be in conformance with Section 505 of the City Design Standards and Standard Specifications. In case of discrepancies, the City Design Standards shall take precedence. The testing shall be performed under the observation of the City representative. The Contractor shall provide the Project Manager with copies of recent proctor tests for the paving material in addition to copies of density tests performed in the field.

The Project Manager may require additional density tests for areas that appear defective in compaction. If the areas are found deficient, the Contractor will be required to bring the areas into conformance with the specifications at the Contractor's expense. Cost for subsequent density tests shall also be borne by the Contractor.

BID ITEM 4 - FORCE ACCOUNT OR ADDED WORK Force Account or extra work as directed by the Project Manager. Predetermined amount (\$45,000) set aside for costs and work performed determined by the Project Manager as necessary to complete the project. Costs may be by lump sum, force account, or unit measure as agreed upon by the Contractor and Engineer.

****END OF SECTION****

BID PROPOSAL

PROPOSAL CHECKLIST
Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive
Project No. PW-08-03

NOTE: This checklist has been prepared as an aid to contractors in preparing and checking proposals for completeness. However, it is not intended to incorporate all requirements of the bid documents. The contractor is responsible for familiarizing himself with the documents and completing all requirements for bidding.

PROPOSAL

- | | |
|--|----------------------------|
| ☐ Familiar with conditions of work and documents | (Ref. Project Information) |
| ☐ All bid items entered in WORDS AND NUMBERS | (Project Information) |
| ☐ All blank spaces filled in | (Project Information) |
| ☐ Breakdown of Lump Sum bid price | (Special Provisions) |
| ☐ Copies of addenda attached and SIGNED (if any) | (Project Information) |
| ☐ Registered with Construction Contractors Board, and license number noted | (Project Information) |
| ☐ Resident Bidder statement completed | (Project Information) |
| ☐ Certified check or bid bond in the amount of <u>10%</u> of bid proposal | (Project Information) |
| ☐ Contract Agreement SIGNED and enclosed | (Project Information) |
| ☐ Proposal SEALED | (Advertisement) |

PROJECT NOTES:

Workers Comp Insurance
Inspector overtime payments
Prevailing Wage Rate

QUESTIONS?

Contact: **Boris Piatski - (503) 722-5519**

BIDS DUE: 2:00PM, Wednesday, April 14, 2010
Submit to Boris Piatski, Engineering Division
City Hall, 22500 Salamo Road, West Linn, OR 97068

FIRST TIER DUE 4:00PM, Wednesday, April 14, 2010
City Hall, 22500 Salamo Road, West Linn, OR 97068

**CONTRACT AGREEMENT
CITY OF WEST LINN**

***Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive
Project No. PW-08-03***

This agreement is entered into on this ____ day of _____, 2010__ between the City of West Linn, Oregon, (hereinafter "City") and _____, (hereinafter "Contractor").

1. The Contractor was awarded the bid for the Sanitary Sewer Capital Improvements PW - 08-03 by the City after a public bidding process in compliance with ORS Chapter 279C.

2. In addition to this Agreement, the full contract between the City and Contractor includes the Bid Documents for the Project, the West Linn Public Works Design and Construction Standards and Standard Construction Specifications and the 2008 edition of the Oregon Department of Transportation Standard Specifications (collectively, the "Documents"), all of which are incorporated into this Agreement by this reference. The Documents and this Agreement shall be referred to collectively as the "Contract". In the event of an inconsistency, provisions in this Agreement shall prevail over any provision in the Documents, and the provisions in the Contract Documents for the Project shall prevail over the Bid Documents and the Standard Construction Documents. Before submitting a bid, Contractor has made a careful examination of the Documents and became fully informed as to the quality and quantity of materials and the character of the work required and has made a careful examination of the location and conditions of the work and the sources of supply for materials. City is not responsible for any loss or unanticipated costs that may be suffered by Contractor as a result of Contractor's failure to acquire full information as to all conditions pertaining to the work to be performed. No oral agreements or representations have been made or relied on in connection with this Contract.

3. Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the completion of the Project, in strict compliance with the Contract.

4. City shall pay Contractor the amount of \$_____ as full payment for Contractor's performance of the Contract, in accordance with the provisions, including the progress payment provisions, of the Documents.

5. Work on the project shall be completed not later than _____. In the event that the work is not completed on time, Contractor agrees to pay City liquidated damages as provided in Section 108.07 of West Linn's Standard Construction Specifications. Contractor agrees that the liquidated damage amounts set out in Section 108.07 of West Linn's Standard Construction Specifications are reasonable estimates of the damages resulting from delay of this Project and that it would be difficult or impractical to accurately calculate actual damages resulting from Contractor's failure to complete work on time according to the contract documents.

6. Contractor agrees to contractually bind every subcontractor to the terms set forth in this Agreement and the Documents.

7. Each worker in each trade or occupation employed in the performance of this Agreement by Contractor or any subcontractor shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Contractor shall comply fully with the applicable provisions of ORS 279C.800 through 279C.870.

8. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half (1.5 times base pay) for all time in excess of 8 hours a day or 40 hours a week in any week when the work week is five consecutive days, for all time in excess of 10 hours a day or 40 hours a week in any week when the work week is four consecutive days, and for all Saturdays and legal holidays specified in ORS 279C.540.

9. All work shall be done under the general supervision of the City Project Manager, under authority of the City Engineer, who shall have the authority to inspect all work on the project at any time. The City Engineer shall decide any and all questions, which may arise as to the quality and acceptability of materials, furnished, work performed, rate of progress of work, interpretation of drawings and specifications, and all questions concerning the acceptable fulfillment of the Contract by Contractor.

10. Contractor is an independent contractor and is not an officer, employee or agent of City as those terms are used in ORS 30.265. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from federal Social Security, unemployment insurance, workers' compensation, or the Public Employees' Retirement System, as a result of these contract payments.

11. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations including ORS 279A.110. Contractor shall maintain valid all required licenses and certificates required by law.

12. This Agreement shall inure to the benefit of and be binding on City and Contractor and their partners, successors, assigns and legal representatives. Neither City nor Contractor may assign, sell, or transfer any interest or obligation under the Contract without the express written consent of the other party. No written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract. Contractor shall remain liable as between the original parties as if no assignment had occurred. Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project.

13. All disputes relating to or arising from this contract, the works to be performed under this Contract, or the negotiations leading to this contract, shall be submitted to binding arbitration by a single arbitrator, using the rules of the Arbitration Service of Portland or similar rules. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs at arbitration, at trial, and on appeal.

14. If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and

obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid.

15. The Contract shall be effective when executed by both parties.

16. Each person signing below represents that he or she has the authority to sign this agreement and to fully bind the principal.

CITY: CITY OF WEST LINN, AN OREGON MUNICIPALITY

By: _____ Date:_____

CONTRACTOR:

If Sole Proprietor or Partnership:

In witness hereto the undersigned has set his hand this _____ day of _____, 20_____

Signature of Bidder

Title

If Corporation:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal

affixed by its duly authorized officers this _____ day of _____, 20_____

Name of Corporation

BY: _____
Title

ATTEST: _____
Secretary

PROJECT BID ITEMS

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Lump Sum Price for Sewer System Improvements	1	L.S.	\$ _____ (numeral)	\$ _____
2.	Rock Excavation	100	C.Y.	\$ _____	\$ _____
3.	2" AC Pavement Overlay	80	Ton	\$ _____	\$ _____
4.	<u>Force Account or added work</u>	1	LS	\$ 45,000	\$ 45,000
TOTAL: \$ _____ (in writing)				\$ _____ (numeral)	

RECYCLED MATERIALS

Following is a list of the bid items in which recycled materials is to be used by the Contractor along with the percentage of recycled materials contained within the finished product:

RESIDENT BIDDER STATUS

Is the Bidder a resident bidder, as defined in ORS 279A.120?

If not, list the State of residence of the Bidder _____

CONTRACTOR'S LICENSE NUMBER

List Contractor's License Number: _____

Tax I.D. : _____

BONDING INFORMATION

If the Bidder is awarded a construction Contract on this Proposal, the Surety that will provide the Performance and Payment Bond is:

_____ whose address is:

_____ The name of the Bidder who is submitting this Proposal is:

_____ doing business at:

_____ which is the address where the contract and all communications concerned with this proposal shall be sent.

Owner: CITY OF WEST LINN, AN OREGON MUNICIPALITY

By: _____ Date: _____

Contractor:

If Sole Proprietor or Partnership:

In witness hereto the undersigned has set his hand this _____ day of _____, 20____

Signature of Bidder

Title

If Corporation:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal

affixed by its duly authorized officers this _____ day of _____, 20____

Name of Corporation

BY: _____
Title

ATTEST: _____
Secretary

THREE YEAR EXPERIENCE RECORD

Recent projects first

#1 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#2 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#3 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

Attach additional sheets if needed.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Sanitary Sewer Capital Improvements: Fourth Street to Willamette Falls Drive

BID CLOSING: Date: Wednesday, April 14, 2010 Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

BID BOND
Sanitary Sewer Capital Improvements:
Fourth Street to Willamette Falls Drive
Project No. PW-08-03

KNOW ALL MEN BY THESE PRESENTS, that

_____ ,
hereinafter called the Principal, and

_____ ,
a Corporation duly organized under the Laws of the State of Oregon, having its principle place of
Business at

_____ ,
in the State of _____, and authorized to do business in the State of Oregon as Surety,
are held and firmly bound unto the City of West Linn Engineering Department, hereinafter called the
Engineering Department, in the penal sum of

_____ Dollars

(\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting
his Bid Proposal for the above noted project in the City of West Linn, Oregon, said Bid Proposal, by
reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the
Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as
required by the bidding and the Contract Documents within the time set by said Documents, then this
obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby
agrees to pay to the Engineering Department the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20____

Principal

By: _____

Surety

By: _____
Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)

ATTACHMENTS

INSURANCE REQUIREMENTS

Project Name: Sanitary Sewer Capital Improvements: Fourth Street to Willamette Falls Drive

The contractor should have the following insurance per Section 107.06 of the Standard Construction Specifications reproduced below:

107.06 INSURANCE

A. General

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the contract price.

2. Prior to execution by the City and before commencing work under this Contract, Contractor shall furnish the City Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

"The insurance covered by this certificate will not be canceled or materially reduced, except after 30 days written notice has been received by the City."

3. In case of the breach of any provision of this Article, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. Review and Approval of Insurance

The Contractor shall not commence work under this Contract nor allow any subcontractor to commence work on a subcontract until [it] the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Attorney. All policies or insurance and certificates of insurance shall be satisfactory to the City. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

C. Workers' Compensation, the Federal Longshoremens' and Harborworkers' Act and the Federal Jones Act

1. The Contractor shall provide and shall require all subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:

- a. a carrier-insured employer; or
- b. a self-insured employer as provided by ORS 656.407.

In addition to the statutory benefits outlined above, the Contractor and all subcontractors shall provide employers' liability insurance with limits of not less than:

- \$100,000 each accident for bodily injury by accident
- \$100,000 each employee for bodily injury for disease
- \$500,000 policy limit for bodily injury by disease

2. Evidence of such coverage, including the guaranty or warrant period, shall be filed with the City and maintained for the duration of the Contract.

3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

4. Where work under this Contract is subject to the Federal Longshoremens' and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

D. General Liability and Automobile Liability

1. The Contractor shall provide a general liability policy that provides coverage for bodily injury including personal injury and property damage liability insurance and automobile liability insurance. Such insurance must protect the Contractor, the City, and their officers and employees from all things or damage which may arise out of this Contract or in connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions against Public Bodies, but in no event less than the following limits of liability:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 product and completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 combined single limit automobile liability for owned, non-owned, and

hired automobiles.

The policy shall contain an endorsement that the aggregate applies separately to this Contract.

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and

independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at City's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.

3. The City of West Linn, its officers, agents, and employees, shall be named additional insureds in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Citys, Lessees, or Contractors (Form A) or its equivalent.

The policy shall also provide for a Cross Liability Endorsement or Separation of Insureds Endorsement.

The policy shall be endorsed to provide an AMENDMENT - AGGREGATE LIMITS OF INSURANCE (per project) specifying that a separate aggregate limit of liability applies to this Contract.

If there are insufficient insurance proceeds and assets of the Contractor to fully indemnify the City of West Linn, its officers, employees, agents, and the City Engineer, then the City, its officers, employees, and agents would be indemnified first with any remaining insurance proceeds and assets to be used to indemnify the City Engineer.

4. If set forth in the Special Specifications, additional insureds may be the City's consultant, engineer, other governmental bodies with jurisdiction in the area involved in the project, and their officers and employees and such agents as may be specified.

E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:

- a. Refer claim to the Contractor's insurance carrier or claims administrator.
- b. Contractor's insurer will copy City on acknowledgment of claim.
- c. Contractor's insurer will copy City on notice to claimant of disposition of claim.

PROJECT PLANS

STANDARD DRAWINGS

GEOTECHNICAL INFORMATION

SUPPLEMENTAL DRAWINGS

GUIDELINES FOR HOW TO REMOVE NONFRIABLE CEMENT ASBESTOS PRODUCTS

RIGHTS-OF-ENTRY

ADDENDA