City of West Linn	**INVITATION FOR BID** CONSTRUCTION PROJECT	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

City of West Linn

Plans and Bid Documents

Project Number: **PW-13-12**

Project Description: **Sanitary Sewer Rehabilitation**

Prospective Bidders' Conference: January 8, 2014 2:00 p.m., local time

Due Date: January 15, 2014 2:00 p.m., local time

Plans and Specifications are available for download at no charge from the City's website at http://westlinnoregon.gov/rfps

Alternately, copies may be reviewed or picked-up for a $25.00 fee per set at:

Public Works Department
Engineering Division
22500 Salamo Road
West Linn, Oregon 97068

PROSPECTIVE BIDDERS' CONFERENCE ATTENDANCE IS REQUIRED

It is highly encouraged that Contractors and Subcontractors visit the site.

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FORMS REQUIRED FOR SUBMITTAL WITH BID (Notice of Invitation to Bid also required)

1. BID FORM
2. BID BOND
3. NONCOLLUSION AFFADAVIT
4. THREE YEAR EXPERIENCE RECORD
5. FIRST-TIER SUBCONTRACTOR DISCLOSURE (WH-179)
   Submit within 2 hours of bid closing.

FORMS NOT REQUIRED AT TIME OF BID

1. PERFORMANCE BOND
2. PAYMENT BOND
3. CONTRACTOR'S AFFADAVIT, SETTLEMENT OF CLAIMS
4. PUBLIC WORKS FEE INFORMATION FORM (WH-39)
   To be completed and paid by City upon award
5. NOTICE OF PUBLIC WORKS (WH-81)
   To be completed by City upon award.
6. PUBLIC WORKS FEE ADJUSTMENT FORM (WH-40)
   To be completed by City after final completion of project.
7. PAYROLL INSTRUCTIONS (WH-38A)
8. PAYROLL/CERTIFIED STATEMENT FORM (WH-38)
9. CURRENT PREVAILING WAGE RATE COVER AND AMENDMENTS
   The complete prevailing wage rate documents can be downloaded from the Oregon Bureau of Labor and Industries website at http://www.oregon.gov/boli/WHD/PWR/pages/pwr_state.aspx

APPENDIX B

TECHNICAL PROVISIONS

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PROJECT PLANS

City of West Linn, Oregon

Notice of Invitation for Bid

Project Number:	**PW-13-12**	Bid Due Date:	**January 15, 2014**
Project Name:	**Sanitary Sewer Rehabilitation Phase 4**	Bid Due Time:	2:00 p.m.
		Contact:	Erich Lais, P.E.
Bid Opening Location:	City of West Linn – City Hall Council Chambers	Title:	Asst. City Engineer
Address:	22500 Salamo Road, West Linn, OR 97068	Phone:	(503) 722-5514
Project Description:	Project generally consists of rehabilitating approximately 18,000 linear feet of 8-inch diameter sanitary sewer pipe with cured-in-place pipe.		

Sealed bids for the project identified and described above will be received by the City of West Linn at the specified location above until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the identified bidding department on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of West Linn Procurement Policy. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid Project Number, Project Description, and the bidder's name and address clearly indicated on the front of the envelope***. All bids shall be completed in ink or typewritten. This Bid is for a public works project subject to ORS 279C.800 to 279C.870. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package.

BIDDER

To the City of West Linn:

The undersigned hereby Bids and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the Notice of Invitation for Bid except for any written exceptions in the Bid. The signature below also certifies his or her understanding and compliance with The City of West Linn Standard Terms and Conditions.

Is the Bidder a "Resident" Bidder per ORS 279A.120? _____
Construction Contractors Board Yes/No

Registration Number: _____

Federal Employer
Identification Number: _____

_____
Company Name

_____
Address

_____
City State Zip Code

For clarification of this Bid contact:

Name: _____

Telephone: _____

_____
Authorized Signature for Bidder

_____
Printed Name

_____
Title

ACCEPTANCE OF BID AND CONTRACT AWARD (For City of West Linn Use Only)

Your bid is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, plans, addendum, amendments, etc., and the Contractor's Bid as accepted by the City.

Approved as to form:

_____
Megan Thornton
Assistant City Attorney

City of West Linn, Oregon.

Awarded on _____, _____.

_____
Chris Jordan, City Manager

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

1. **PREPARATION OF BID:**

   a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.

   b. The Bid and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the Bid.

   c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid.

   d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.

   e. Periods of time, stated as a number of days, shall be calendar days.

   f. Bid due date and time is stated as local Oregon time.

   g. The following items must be completed as part of the Bid submittal; Notice of Invitation for Bid (indicating Oregon Construction Contractors Board License Number), Bid Form, Bid Guaranty (Bond), Non-Collusion Affidavit, Three-Year Experience, and Addenda. Within two (2) hours of the Bid submittal, or with the Bid submittal, the First Tier Subcontractor Disclosure Form must be submitted if the bid is greater than $100,000.

   h. It is the responsibility of all Bidders to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* (*IFB*) shall be directed to the Buyer whose name appears as the Contact on the *IFB*. The Bidder shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *IFB* number, page, and paragraph number. All requests for additional information or interpretation of the *IFB* shall be submitted to the Buyer no later than five (5) calendar days before the deadline for submission of bids. If, in the opinion of the City, additional information or clarification is required, an addendum will be issued to all plan holders on record. Any addenda issued by the City seventy-two (72) hours or more before the scheduled closing time for filing bids shall be binding upon the Bidder. Addenda may be downloaded from the City's website. Bidders shall frequently check the City's website until closing including at least daily the week of the closing. Failure of the Bidder to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract. Oral instructions or information given by City Officers, employees or agents to Bidders concerning this *IFB* or the work in general shall not bind the City.

3. **PROSPECTIVE BIDDERS CONFERENCE (REQUIRED):** A prospective Bidders conference will be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written addendum to the *IFB*.

4. **LATE BIDS:** Late Bids received after the scheduled bid due date and time will be returned to the Bidder unopened.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Bidder (or designated representative) may withdraw the bid.

6. **ADDENDUM OF BID:** Receipt of Addendum shall be acknowledged by signing and returning the document with the Bid at the specified bid due date and time.

7. **CONSTRUCTION CONTRACTORS REGISTRATION:** A person shall not submit a bid or proposal to work as a construction contractor unless that person is first registered with the Construction Contractors Board as required by ORS 701.021 or licensed by the State Landscape Contractor's Board as required by ORS 671.530. Bids from persons who fail to comply with this requirement shall be deemed non-responsive and be rejected.

8. **AWARD OF CONTRACT:**

   a. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to: waive any immaterial defect or informality, reject any bids that do not comply with the prescribed public contracting procedures (including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b)), reject all bids for good cause if in the public interest, or reissue an *Invitation For Bid*.

   b. A response to an *Invitation For Bid* is a Bid to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written addenda thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Local Contract Review Board, City Manager or Department Director** in accordance with the City of West Linn Procurement Policy. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by an Addendum.

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Oregon and City of West Linn including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Attention is called to the requirements of Oregon Revised Statutes (O.R.S.) Chapter 279A, 279B, and 279C. This contract shall be governed by the laws of the State of Oregon. Any action or suits pertaining to this contract may be brought only in courts in the Circuit Court of Clackamas County or the U.S. District Court in Portland. Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

   The City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

2. **AMERICANS WITH DISABILITIES ACT, DISCRIMINATION & AFFIRMATIVE ACTION:** Bidders agree that if awarded a contract, the successful Bidder will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 UFC Section 12101 et seq. If any Bidder requires special assistance or auxiliary aids during the bidding process, please notify the City of West Linn, 503-657-0331 or TDD 503-657-7845 at least two (2) business days prior to the required assistance. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts. It is the policy of the City of West Linn that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. By submitting the first tier subcontractor disclosure form, Bidder certifies that it has complied with ORS 279A.110(1), which states that a bidder may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by, or that employs a disabled veteran.

3. **BUSINESS LICENSE:** A current business license is required before doing business with the City. Information related to complying with the business license requirements is available by contacting the City Finance Department at 503-657-0331 or online at https://westlinnoregon.gov/finance/online-business-license-registration.

4. **CONSTRUCTION AND LANDSCAPE CONTRACTORS BOARDS:** Construction contractors must be licensed with the State of Oregon Construction Contractors Board in accordance with O.R.S. 701.005 and any other specialty licensing as required in the bid specification prior to submitting a bid to the City. For information contact:

   CONSTRUCTION CONTRACTORS BOARD
   700 Summer St. NE, Suite #300, Salem, OR 97310
   (503) 378-4621 (website) http://www.ccb.state.or.us

   A Landscape Contractors Board license is required in accordance with O.R.S. 671.510 if the bid specification includes landscape work as defined by O.R.S. 671.510. For information contact:

   LANDSCAPE CONTRACTORS BOARD
   2111 Front St. NE, Suite #2-101, Salem, OR 97310
   (503) 378-5909 (website) http://www.oregon.gov/LCB/

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5. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of West Linn Procurement Policy.

6. **BID GUARANTY:** All construction contracts shall be accompanied by a bid guaranty. No bid for construction will be considered unless accompanied by a certified check, cashier's check, or a bid bond for an amount not less than ten percent (10%) of the aggregate amount of the bid by a surety company authorized to issue such bonds in the State of Oregon. It shall be payable to the City of West Linn as a guaranty that the bid shall be irrevocable for a period of sixty (60) calendar days, unless otherwise specified, after the bid opening date and time and as liquidated damages should the Bidder fail or neglect to furnish the required performance bond and insurance and execute a contract within ten (10) calendar days after receiving said contract from the City for execution. The City will hold all bid security during the evaluation process. As soon as is practical after the completion of the evaluation, the City will issue a contract award notice for those Bids accepted by the City and return all checks to those who have not been issued a contract award notice.

   All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of West Linn Procurement Policy and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

7. **CONFLICT OF INTEREST:** A Bidder submitting a bid hereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder of the same Invitation for Bids, and that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. No bid will be considered unless accompanied by the notarized Non-Collusion Affidavit form included in the Invitation for Bid.

8. **PRE-BID REQUIREMENTS:** Before submitting a bid, each Bidder shall carefully examine the Drawings, read the Specifications and all Addenda and visit the work site, if applicable. Each Bidder shall fully inform themselves prior to submitting a bid as to all existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover all costs of all items necessary to perform the Work as set forth in the Bid Documents. No allowance will be made to any Bidder because of lack of such examination or knowledge. Submission of a bid will be construed as conclusive evidence that the Bidder has made such examination.

9. **LOCAL BUSINESS PREFERENCE:** ORS 279A.120 requires that, in all public contracts, the public contracting agency shall prefer good or services that have been manufactured or produced in this State if price, fitness, availability and quality are otherwise equal. As such the City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal. When a public contract is awarded to a nonresident bidder and the contract price exceeds $10,000, the bidder shall promptly report to the Department of Revenue on forms provided by the department all information as required by ORS 279A.120(3).

10. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Invitation For Bid does not commit the City to pay any costs incurred by a Bidder in the submission of their bid, or in making any necessary studies or designs for the preparation thereof.

11. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Invitation for Bid, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the Bid submitted by the Contractor in response to the Invitation for Bid (IFB). In the event of a conflict in

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language between the IFB and the Bid, the provisions and requirements in the IFB shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the IFB or the Vendor's Bid. The IFB shall govern in all other matters not affected by the written contract. The contract, if awarded, will be made to the lowest, responsive and responsible Bidder offering the lowest unit price base bid. Determination of the lowest responsive, responsible bid is subject to review by the City. Adversely affected or aggrieved bidders shall have seven calendar days after notice of award to submit to the City a written protest of the notice of award. Any written protest must be submitted in accordance with the adopted City Local Contract Review Board Rules.

12. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13. **CONTRACT APPLICABILITY:** The Bidder shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this IFB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the City are not applicable to this IFB or any resultant contract.

14. **DRUG TESTING PROGRAM:** Pursuant to O.R.S. 279.505 (2) (1), the Contractor awarded the contract shall demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contact. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

15. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

16. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

17. **SUBCONTRACTS – ASSIGNMENT & DELEGATION:** Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

    This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

18. **APPROVAL OF SUBSTITIONS:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least five (5) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner.

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19. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's Bid shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

20. **INDEMNIFICATION:** Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

    Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

21. **EARLY TERMINATION:** This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

    a. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

    b. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

    Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Contract. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

22. **CANCELLATION WITH CAUSE:** City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

    a. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Contract may be modified to accommodate a reduction in funds,

    b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract,

    c. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Contract is for any reason denied, revoked, or not renewed,

    d. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor, or

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e. If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats. or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Contract:

f. If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof, or

g. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

If City terminates this Contract per clause f or g above, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Contract as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

23. **SEVERABILITY:** In the event any provision or portion of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect and shall in no way be affected or invalidated thereby.

24. **FORCE MAJEURE:** Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

25. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

26. **RIGHT TO ACCESS RECORDS:** City shall have access to such books, documents, papers and records of Contractor and Subcontractors as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

27. **WARRANTIES:** All work shall be guaranteed by the Contractor for a period of 18 months after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment

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therefore shall relieve Contractor from liability under warranties contained in or implied by this contract. Additional warranty requirements may be set forth in the solicitation.

28. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

29. **CONFLICT BETWEEN TERMS:** It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

30. **NONWAIVER:** The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

31. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

32. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.

33. **ATTORNEY'S FEES:** In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

34. **PUBLIC RECORD:** All Bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Policy.

35. **WORK IS PROPERTY OF THE CITY:** All work performed by Contractor under this Contract shall be the property of the City.

36. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

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1. **DEFINITIONS**: The terms, as used in or pertaining to the contract, are defined as follows:

   CITY: The word *"City"* shall refer to the City of West Linn, Oregon.

   CONTRACTOR: The word *"Contractor"* is defined as the person, firm or corporation with whom the contract is made by the City.

   CONTRACT: The word *"Contract"* will include; the Invitation to Bid Notice, Instructions to Bidders, Bid Form, Bid Guaranty, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Plans and Addenda thereto.

   ENGINEER: The word *"Engineer"* is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

   MATERIALS: The word *"Materials"* will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

   SUBCONTRACTOR: The word *"Subcontractor"* is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

   WORK: The word *"Work"* shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS**:

   a. The "2010 City of West Linn Public Works Standards" which are sponsored and distributed by the City of West Linn Engineering Division, and which are hereinafter referred to as the *"COWL Specifications,"* are hereby adopted as part of these contract documents.

   b. If any contradiction exists between "COWL Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS**: The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of West Linn, Oregon, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property or easement right of the City of West Linn, without the consent of the owner.

   The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.

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5. **PROPOSAL QUANTITIES**: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids for the work under this Contract. The Contractor further agrees that the City of West Linn will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **PREVAILING WAGE RATE DETERMINATION**: The Contractor shall pay the applicable prevailing wage rates that are in effect at the time the Contract is bid. If the contract price exceeds $50,000 and is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. If the Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

   The Contractor and all subcontractors must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9). If the contractor fails to pay for labor or services, the City can pay and withhold these amounts from payments due the contractor in accordance with ORS 279C.515. Daily, weekly, weekend, and holiday overtime will be paid as required in ORS 279C.540. The Contractor shall provide workers with a written schedule showing the number of hours per day and days per week the employee may be required to work in accordance with ORS 279C.520. Contractor must promptly pay for any medical services they have agreed to pay per ORS 279C.530.

   The City will not receive or consider a bid unless the bid contains a statement by the bidder that the bidder will comply with ORS 279C.838, ORS 279C.840, or 40 U.S.C. 3141. By signing and submitting the Bid, the Contractor agrees to comply with ORS 279C.838 or 279C.840 and/or 40 U.S.C. 3141 et seq. for a public works project subject to the state prevailing wage rates under ORS 279C.800 to 279C.870, the federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) or both.

   For contracts $50,000 or greater, the City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau in accordance with Form WH-81 & WH-39.

7. **PAYMENTS TO CONTRACTOR**: City agrees to pay Contractor for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

   a. Payment: Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to the Buyer identified in the Invitation for Bid at the address listed, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

      Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. Contractor shall include proof of payment to any and all

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subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

b. Timing of Payments: 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.

c. Final Payment: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract. If accepted by the City, the remaining 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 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 15 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 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed to the attention of the Buyer and/or Authorized Bidder at the addresses identified in the Invitation for Bid and shall be deemed given upon deposit in the United States mail, postage paid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

8. **LIQUIDATED DAMAGES:** The Contractor agrees that the "Time of Completion" is defined in the Bid and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is **$500 per calendar day** and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

9. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:** Contractor certifies that:

a. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an Independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

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b. The Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

c. If payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

d. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

e. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

f. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

10. **CERTIFIED PAYROLL:** The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract. The Contractor will pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract. The Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City of West Linn on account of any labor or material furnished.

The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less that the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor`s knowledge.

a. The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.

b. Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in ORS 279C.845.

c. The City shall retain 25 percent of any amount earned by Contractor until the certified statements as required by this section have been filed. City shall pay Contractor the amount retained under this subsection within 14 days after Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. City is not required to verify the truth of the contents of certified statements filed by Contractor.

The Contractor agrees that 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 this contract as such claim becomes due, the proper office of the City of West Linn may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a

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claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.

Contractor agrees to pay promptly as due, to any person, co partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The City will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

    a. Names and emergency telephone numbers of key personnel involved in the project.

    b. Names and telephone numbers of all subcontractors proposed for use on the project.

    c. A construction progress schedule showing the estimated time for start and completion of the major items of work.

    d. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.

    e. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

    Each of the above items is subject to the review and approval by the City.

12. **INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies licensed to do business in the State of Oregon with policies and forms satisfactory to the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies shall contain a waiver of transfer

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rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insured with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage. A cross-liability clause or separation of insured clause will be included in general liability policy.

The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverage:

a. Commercial General Liability Insurance: Includes all liability including all major divisions of coverage, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

   Employer's Liability Insurance
   $ 2,000,000.00 Each Occurrence
   $ 2,000,000.00 Disease Each Employee
   $ 2,000,000.00 Disease – Policy

   Commercial General Liability insurance
   $ 2,000,000.00 Each Occurrence Limit
   $ 3,000,000.00 General Aggregate
   $ 3,000,000.00 Products/Completed Operations Aggregate
   $ 3,000,000.00 Personal and Advertising Injury
   $ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

   Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles
   $ 2,000,000.00 Each Occurrence Combined Single Limit
   $ 3,000,000.00 Aggregate Bodily Injury & Property Damage
   or
   $ 2,000,000.00 Each Person Bodily Injury
   $ 2,000,000.00 Each Occurrence Bodily Injury
   $ 2,000,000.00 Each Occurrence Property Damage
   $ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

b. "All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor, if applicable. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The

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Contractor shall be solely responsible for deductible and/or self insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Certificates of Insurance should read "Insurance certificate pertaining to (this contract). The City of West Linn, its officers, directors and employees shall be added as additional insured with respects to this contract. Insured coverage is primary" in the description portion of the certificate.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City ten (10) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

13. **PERFORMANCE BOND:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of West Linn.

    Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

    All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Oregon, by the Oregon Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

14. **PAYMENT BOND:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of West Linn. Payment security shall be in the form of a payment bond, certified check or cashier's check.

    All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Oregon, by the Oregon Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

15. **NOTICE TO PROCEED**: Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to

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prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the City's Representative.

16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. **CHANGE ORDERS**: The 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 by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

18. **STOCKPILE OF MATERIALS**: The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

19. **EXCESS MATERIALS**: When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor.

    Waste material shall not be placed on private property without express permission of the property owner.

    The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

    Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

20. **ENVIRONMENTAL POLLUTION**: As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and

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there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

21. **SALVAGE, COMPOSTING OR MULCHING**: If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

22. **LOSSES AND DAMAGES**: All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

23. **CHARACTER AND STATUS OF WORKMEN**: Only skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the City, the Contractor shall discharge any person who is, in the opinion of the City Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

24. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

    Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

    The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

25. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following per written determination:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

26. **TRAFFIC REGULATIONS**: All traffic affected by this construction shall be regulated in accordance with the *Oregon Temporary Traffic Control Handbook,* latest edition, as prepared by the Oregon Department of Transportation and any questions shall be referred to the City of West Linn City Engineer for interpretation.

    At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that

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Telephone: (503) 722-5500
Fax: (503) 656-4106

all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

a. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings signs in accordance with the Traffic Control Handbook.

b. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

c. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract unless specifically listed and identified.

d. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City will re-set all traffic and street name signs to permanent locations when notified by the Contractor that construction is complete unless otherwise stated in the specifications.

e. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.

f. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman to assist with this operation.

g. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Control Handbook.

h. **NO STREET WITHIN THIS PROJECT MAY BE CLOSED TO THROUGH TRAFFIC OR TO LOCAL EMERGENCY TRAFFIC WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER PER DIRECTION OF THE CITY MANAGER OF THE CITY OF WEST LINN.** Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

i. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

j. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be appropriately back-filled to provide a safe smooth travelling surface.

27. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Outdoor construction is restricted to the times listed below in the following table:

	Weekdays (Mon.-Fri.)	Weekends (Sat.-Sun.), Holidays
All Outdoor Construction Work	7:00 a.m. to 7:00 p.m.	9:00 a.m. to 5:00 p.m.

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Holidays include: New Year's Day, Martin Luther King Jr. Birthday, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

28. **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 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, or $350,000 regardless of the percentage of the total project bid in accordance with ORS 279C.370. The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

    a. The subcontractor's name, address, Construction Contractor's Board Number (as applicable), and

    b. The dollar value of the subcontract, and

    c. The category of work that the subcontractor will be performing.

    If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. 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. It is the Bidder's responsibility to determine all the documents are must be submitted to the City.

29. **USE OF EQUALS:** When the specifications for materials, articles, products, and equipment state "or equal", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The Engineer will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative.

30. **HAZARDOUS MATERIALS**: The Contractor shall supply the City with a list of any and all hazardous substances used in performance of this Contract. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Contract. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Contract.

31. **HAZARDOUS WASTE**: If, as a result of performance of this Contract, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

32. **TEMPORARY SANITARY FACILITIES**: The Contractor shall provide facilities for the use of workmen employed on the work site in accordance with the requirements of ORS 654.150, (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Whether or not ORS 654.150 is applicable to the project is the sole responsibility of the Contractor. Contractor shall be responsible for all costs that may be incurred in complying with or in securing exemption or partial exemption from the requirements as incidental to this contract.

33. **ELECTRIC POWER, WATER AND TELEPHONE**: Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to

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connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

34. **UTILITIES AND ELECTRICAL POWER LINES**: The electric utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

    Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

    Oregon law requires all parties planning excavations in public rights-of-way to contact utilities for locations of their underground facilities in accordance with the rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

35. **COOPERATIVE PURCHASING**: Any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from the contractor under the terms and conditions of this contract as indicated below:

    a. The bidder agrees to extend identical pricing to local public agencies for the same terms. Quantities listed in this document reflect the City of West Linn's estimated usage only.

    b. Each contracting agency will execute a separate contract with the successful bidder for its requirements.

    c. Any bidder, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of this bid to any, and/or all other public agencies.

    d. Additional costs may be incurred by the successful bidder in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.

    Contractor shall provide information regarding total usage of contract upon request of the City of West Linn.

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Purpose: The City of West Linn intends to establish a contract for the **Sanitary Sewer Rehabilitation Project**. For the Technical Provisions of this contract see Appendix B.

1. **Prospective Bidders Conference:** Prospective bidders are required to attend a conference to be held at the City of West Linn City Hall:

   ADDRESS: 22500 Salamo Road
   West Linn, Oregon 97068
   Bolton Conference Room

   DATE/TIME: AS INDICATED ON INVITATION FOR BID

   The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written addendum to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

2. **Bid Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Bid in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

3. **Time of Completion:** The Contractor shall commence work for this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of West Linn and shall fully complete all work under the project within 90 **calendar days**. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

4. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain five (5) sets of Plans and Specifications for this project from the City at no cost.

5. **City of West Linn Permit:** As a City project, the Contractor is not required to obtain a City Public Works Construction, Improvement, Blasting, or Erosion Control permit. The Contractor will be responsible for any other required agency permits.

6. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

   b. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

   c. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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Fax: (503) 656-4106

Appendix A

FORMS

BID FORM

Solicitation Number: PW-13-12

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

Item		Description of material and/or services	Quantity	Unit	Unit Price	Total Amount
1		MOBILIZATION/DEMOBILIZATION	%	LS		
2		TRAFFIC CONTROL	%	LS		
3		SANITARY SEWER PIPE CLEANING	18,561	LF		
4		VIDEO INSPECTION (PRE – CIPP)	18,561	LF		
5		FURNISH AND INSTALL 8-INCH DIAMETER CIPP	18,561	LF		
6		VIDEO INSPECTION (POST – CIPP)	18,561	LF		
7		SANITARY SEWER BYPASS PUMPING	%	LS		
8		PROTRUDING LATERAL/OBJECT TRIMMING	%	EA		
		Total Bid:				$_____

BID BOND

Solicitation Number: PW-13-12

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)
authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of West Linn ("Obligee") the sum of ($_____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document for the project identified in the Solicitation Number indicated above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____day of _____, 20__.

PRINCIPAL: _____

By_____
Signature

_____
Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:

_____
Name

_____
Signature

_____
Address

_____
City State Zip

_____ _____
Phone Fax

City of West Linn	**FORMS** Solicitation Number: PW-13-12	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

NONCOLLUSION AFFIDAVIT

I, (Type/Print Name)_____, state that I am **(Position Title)** _____of **(Name of Firm)**_____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. **(Name of Firm)**_____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that **(Name of Firm)**_____ understands and acknowledges that the above representations are material and important, and will be relied on by **THE CITY OF WEST LINN, OREGON** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **THE CITY OF WEST LINN, OREGON** of the true facts relating to the submission of bids for this contract.

_____
(Signature) (Signatory's Name)

_____
(Signatory's Title)

STATE OF _____)
)§
COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF _____, **20**____

_____
Notary Public

My Commission Expires _____

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: _____

_____

_____

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Telephone: (503) 722-5500
Fax: (503) 656-4106

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

Contact name: _____

Telephone: _____

#4 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

#5 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

Attach additional sheets if needed.

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____Time:_____

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 will be furnishing labor and 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) _____	$ _____	_____
(5) _____	$ _____	_____
(6) _____	$ _____	_____
(7) _____	$ _____	_____
(8) _____	$ _____	_____
(9) _____	$ _____	_____

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.: ( ) _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than $100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

City of West Linn	**PERFORMANCE BOND** Solicitation Number: PW-13-12	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

kNOW ALL MEN BY THESE PRESENTS, that we, _____
(Official Name & Form of Organization)

Whose address is: _____
(Street Address) *(City)* *(State)* *(Zip)*

as Principal, and, _____
(Name of Surety) *(Print - Agent / Contact Name)* *(Phone Number)*

_____
(Street Address of Surety) *(City)* *(State)* *(Zip)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of West Linn, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of _____ and ____/100 DOLLARS ($_____),*(The Contract Price, Both in Words & Figures)* lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the _____ *(Day)* of _____*(Month)*, _____*(Year)*, _____
(Name of Contractor)

Principal, entered into a contract with the City of West Linn, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee, but shall terminate on acceptance by Obligee. The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this ____ *(Day)* of _____*(Month)*, _____*(Year)*.

_____
Contractor

Witnesses:

_____
Principal Signature

_____
Principal Printed Name

_____
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

City of West Linn	**PAYMENT BOND** Solicitation Number: PW-13-12	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Official Name & Form of Organization)

Whose address is: _____
(Street Address) *(City)* *(State)* *(Zip)*

as Principal, and, _____
(Name of Surety) *(Print - Agent / Contact Name)* *(Phone Number)*

_____
(Street Address of Surety) *(City)* *(State)* *(Zip)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of West Linn, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of _____ and _____/100 DOLLARS ($_____),*(The Contract Price, Both in Words & Figures)* lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the _____ *(Day)* of _____*(Month)*, _____*(Year)*, _____
(Name of Contractor)

Principal, entered into a contract with the City of West Linn, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statues. Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this ____ *(Day)* of _____*(Month)*, _____*(Year)*.

_____
Contractor

_____
Principal Signature

Witnesses:

_____
Principal Printed Name

_____
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS

DATE:_____

PROJECT: Sanitary Sewer Rehabilitation

TO: City of West Linn

Persons:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless _____against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which _____ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at _____, this _____ day of _____, 20_____

_____
(CONTRACTOR)

BY:_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20___

_____
Notary Pubic

My Commission Expires:_____

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #:_____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B) or (C).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is $250.00; the maximum fee is $7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ **PHONE: ( )** _____

PROJECT MANAGER NAME: _____ **PHONE: ( )** _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: $ _____ **FEE AMOUNT DUE/PAID: $** _____

If less than $50K is it part of a larger project? ☐ **yes** ☐ **no**

Contract amount x .001 = fee due

(Please duplicate this form for future use.)

WH-39 (Rev. 03/09)

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS

(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Project DB #:

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____ Agency Number (if known): _____

Address: _____ Agency Division: _____

City, State, Zip: _____

Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____ Project Number: _____

Contract Name (if part of larger project): _____ Contract Number: _____

Project Manager Name: _____ Phone #: _____ Fax #: _____

Project Location (Street(s), City): _____ Project County: _____

Contract Amount: $_____ If under $50,000, is this contract part of a larger project? YES____ NO____

If yes, total project amount: $_____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES____ NO____

Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____

If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____

Date Contract Awarded: _____ Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____

Address: _____

City, State Zip: _____ Phone: _____

Construction Contractors Board Registration Number: _____

Name of Bonding Company: _____

Address: _____

Agent Name and Phone Number: _____

Payment Bond Number: _____

☐ Copy of first-tier subcontractors attached (see **NOTE** above).

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and $750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner:_____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number:_____

Project Location (Street(s), City): _____ Project County:_____

Total Project Amount: $_____ Amount of Public Funds Provided for the project: $_____

Name(s) of Public Agency (ies) Providing Public Funds: _____

Date the public agency or agencies commit to the provision of funds for the project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES____NO____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number:_____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: $_____ Amount of Public Funds Provided for the project: $_____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES____NO____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: _____

Printed Name: _____ Phone #: _____ Date:_____

RETURN THIS COMPLETED FORM TO:
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us

BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM (WH-38)

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the week number for the reporting period.

Column 1 – NAME AND ADDRESS: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor and Industries' publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not

including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: $567.84 / $1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each classification listed in column 2, compute the sum of:
   a) the hourly base rate of pay shown in Column 5,
   b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
   c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of the Bureau of Labor and Industries publications Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38
FOR USE IN COMPLYING WITH ORS 279C.845*

PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ PAYROLL NO.

Business Name (DBA): Phone: ( ) CCB Registration Number:

Project Name: Project Number: Type of Work:

Street Address: Project Location:

Mailing Address: Project County:

Date Pay Period Began: Date Pay Period Ended:

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name:
Phone: ( )
Date Contract Specifications First Advertised for Bid:
Contract Amount:

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount:
Prime Contractor Business Name (DBA):
Prime Contractor Phone: ( )
Prime Contractor's CCB Registration Number:
Date You Began Work on the Project:

(1)	(2)		(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)		HOURS WORKED EACH DAY	TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

THIS FORM CONTINUED ON REVERSE

CERTIFIED STATEMENT

Date: _____

I, _____, _____
(NAME OF SIGNATORY PARTY) (TITLE)
do hereby state:
(1) That I pay or supervise the payment of the persons employed by:

_____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
on the _____; that during the payroll period
(BUILDING OR WORK)
commencing on the _____ day of _____, _____, and ending the _____ day
(MONTH) (YEAR)
of _____, _____, all persons employed on said project have been paid the
(MONTH) (YEAR)
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

_____
(NAME AND TITLE)

_____
(SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #:_____

PUBLIC WORKS FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS $250.00; THE MAXIMUM FEE IS $7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN $100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE :( )** _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) **(Final Contract amount X .001)**

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____
or
REFUND DUE*: _____
***Final contract fee less initial fee paid**

Sample Calculation:			
Final Contract Amount:	$ 400,000.00	Final Fee Due:	$ 400.00
Original Contract Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	$ 100,000.00	Additional Amount Due:	$ 100.00

(Please duplicate this form for future use)

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

OREGON BUREAU OF LABOR AND INDUSTRIES

Brad Avakian
Commissioner
Bureau of Labor and Industries

Effective: July 1, 2013

APPENDIX

JULY 1, 2013

Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)

JULY 1, 2013 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section. Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator 38
Boilermaker 38
Bricklayer/Stonemason 38
Bridge and Highway Carpenter (See Carpenter Group 5) 38-39
Carpenter 38-39
Cement Mason 39
Diver 39-40
Diver Tender 39-40
Dredger 40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer 40-41
Drywall Taper (See Painter) 44
Electrician 41-42
Elevator Constructor, Installer and Mechanic 42
Glazier 42
Hazardous Materials Handler 42
Highway/Parking Striper 42
Ironworker 42-43
Laborer 43
Limited Energy Electrician 43-44
Line Constructor 44
Marble Setter 44
Millwright Group 1 & 2 (See Carpenter Group 3 & 4) 38-39
Painter and Drywall Taper 44
Piledriver (See Carpenter Group 6) 38-39
Plasterer and Stucco Mason 44
Plumber/Pipefitter/Steamfitter 44-45
Power Equipment Operator 45-46
Roofer 46
Sheet Metal Worker 47
Soft Floor Layer 47
Sprinkler Fitter 47
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier) 47
Tender to Plasterer and Stucco Mason 47
Testing and Balancing (TAB) Technician 48
Tile Setter/Terrazzo Worker: Hard Tile Setter 48
Tile, Terrazzo, and Marble Finisher 48
Truck Driver 48

MAP: Power Equipment Operator, Zone 1 49

TRADE	BASIC HOURLY RATE	FRINGE

ASBESTOS WORKER/INSULATOR

	41.27	**19.02**

FIRESTOP/CONTAINMENT WORKERS

	27.73	**12.29**
BOILERMAKER	**34.40**	**27.94**

BRICKLAYER/STONEMASON
(This trade is tended by "Tenders to Mason Trades")

Area 1	**32.75**	**16.65**

Reference Counties Area 1

Baker	Grant	Marion	Umatilla
Benton (a)	Harney	Morrow	Union
Clackamas	Hood River	Multnomah	Wallowa
Clatsop	Lincoln (a)	Polk	Wasco (a)
Columbia	Linn (a)	Sherman	Washington
Gilliam	Malheur	Tillamook	Yamhill

(a) North Half

(Add $1.00 per hour to Fringe for Refractory repair work.)

Area 2	**31.53**	**16.30**

Reference Counties Area 2

Benton (b)	Deschutes	Jefferson	Lincoln (b)
Coos	Douglas	Klamath	Linn (b)
Crook	Jackson	Lake	Wasco (b)
Curry	Jefferson	Lane	Wheeler

(b) South Half

(Add $1.00 per hour to Fringe for Refractory repair work.)

CARPENTER

Zone 1 (Base Rate)

Group 1	**33.58**	**14.47**
Group 2	**33.73**	**14.47**
Group 3	**34.08**	**14.47**
Group 4	**34.23**	**14.47**
Group 5	**34.08**	**14.47**
Group 6	**34.58**	**14.47**

CARPENTER (continued)

Group 1 (Carpenter Group-I)	Group 2 (Carpenter Group-II)
Group 3 (Millwright Group-I)	Group 4 (Millwright Group-II)
Group 5 (Bridge & Highway Carpenter)	Group 6 (Piledriver)

Zone Differential for Carpenters
(Add to Zone 1 Base Rate)

Zone 2	**.85**
Zone 3	**1.25**
Zone 4	**1.70**
Zone 5	**2.00**
Zone 6	**3.00**
Zone 7	**5.00**

Zone 1: Projects located within 30 miles of the respective city hall of the cities listed below.
Zone 2: More than 30 miles but less than 40 miles.
Zone 3: More than 40 miles but less than 50 miles.
Zone 4: More than 50 miles but less than 60 miles.
Zone 5: More than 60 miles but less than 70 miles.
Zone 6: More than 70 miles but less than 100 miles.
Zone 7: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Zones for Groups 3 and 4 Carpenter are determined by the distance between the project site and **either**

1) The worker's residence; ***or***

2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

CARPENTER (continued)

1) The worker's residence; ***or***

2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Welders receive $.75/hour above their group's rate.

When working with creosote and other toxic, treated wood and steel material, workers shall receive $.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive $.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Zone 1 (Base Rate)

Group 1	**29.98**	**17.76**
Group 2	**30.58**	**17.76**
Group 3	**30.58**	**17.76**
Group 4	**31.18**	**17.76**

Zone Differential for Cement Mason
(Add to Zone 1 Base Rate)

Zone 2	**.65**
Zone 3	**1.15**
Zone 4	**1.70**
Zone 5	**3.00**

CEMENT MASON (continued)

Zone 1: Projects located within 30 miles of the respective city hall of the reference cities listed.
Zone 2: More than 30 miles, but less than 40 miles.
Zone 3: More than 40 miles, but less than 50 miles.
Zone 4: More than 50 miles, but less than 80 miles.
Zone 5: More than 80 miles.

Reference Cities

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	**80.70**	**14.47**
DIVER TENDER	**38.04**	**14.47**

1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.

2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.

3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	**.85**
Zone 3	**1.25**
Zone 4	**1.70**
Zone 5	**2.00**
Zone 6	**3.00**
Zone 7	**5.00**

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

DIVER & DIVER TENDER (continued)

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.
Zone 2: More than 30 miles, but less than 40 miles.
Zone 3: More than 40 miles, but less than 50 miles.
Zone 4: More than 50 miles, but less than 60 miles.
Zone 5: More than 60 miles, but less than 70 miles.
Zone 6: More than 70 miles, but less than 100 miles.
Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Depth Pay and Enclosure Pay are added to the Diver Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Rate Pay	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Rate

Diver Depth Pay:

Depth of Dive	Hourly Depth Pay
50-100 ft.	$1.00 per foot over 50 feet
101-150 ft.	$1.50 per foot over 100 feet
151-200 ft.	$2.00 per foot over 150 feet

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled In the Enclosure	Hourly Enclosure Pay
5-50ft.	$.50/hr. up to $4.00 maximum per day
50-100ft.	$1.13/hr. up to $9.00 maximum per day
100-150ft.	$2.13/hr. up to $17.00 maximum per day
150-200ft.	$4.63/hr. up to $37.00 maximum per day
200-300ft.	$4.63/hr. up to $37.00 maximum per day, plus $.40 per foot traveled in enclosure.
300-450ft.	$4.63/hr. up to $37.00 maximum per day, plus $.80 per foot traveled in enclosure.
450-600ft.	$4.63/hr. up to $37.00 maximum per day, plus $1.60 per foot traveled in enclosure.

DIVER & DIVER TENDER (continued)

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	**43.93**	**13.70**
Assistant Engineer (Watch Engineer, Mechanic Machinist)	**41.06**	**13.70**
Tenderman (Boatman Attending Dredge Plant) Fireman	**39.73**	**13.70**
Fill Equipment Operator	**38.66**	**13.70**
Assistant Mate	**36.18**	**13.70**

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	**3.00**
Zone C	**6.00**

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
Zone B: More than 30 miles but not more than 60 miles.
Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	**32.90**	**14.15**
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	**31.02**	**16.03**

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone 2	31-40 miles	**.85**
Zone 3	41-50 miles	**1.25**
Zone 4	51-60 miles	**1.70**
Zone 5	61-70 miles	**2.00**
Zone 6	71-100 miles	**3.00**
Zone 7	101 or more	**5.00**

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.

Reference Cities

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

ELECTRICIAN

Area 1

Electrician	**27.70**	**12.14**
Cable Splicer	**30.47**	**12.28**

Reference Counties Area 1

Malheur

Area 2

Electrician	**37.05**	**17.29**
Cable Splicer	**38.90**	**17.35**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

ELECTRICIAN (continued)

Area 3

Electrician	**34.00**	**14.52**

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Area 4

Electrician	**37.16**	**16.44**
Cable Splicer	**40.88**	**16.56**
Lighting Maintenance/ Material Handlers	**17.64**	**8.18**

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Area 5

Electrician	**38.05**	**19.54**
Electrical Welder	**41.85**	**19.66**
Material Handler/ Lighting Maintenance	**21.69**	**12.59**

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

ELECTRICIAN (continued)

Zone Pay for Area 5 **Electrician and Electrical Welder**
(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	**1.50**
Zone 2	51-70 miles	**3.50**
Zone 3	71-90 miles	**5.50**
Zone 4	91 or more	**9.00**

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electrician	**30.02**	**14.80**
Cable Splicer	**30.02**	**14.80**
Lighting Maintenance and Material Handlers	**16.22**	**7.99**

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Zone Pay for Area **6**
Lighting Maintenance and Material Handlers
(Add to Basic Hourly Rate)

Zone mileage based on road miles:

Zone 1	0-20 miles	**0.00**
Zone 2	21-30 miles	**1.00**
Zone 3	31-40 miles	**2.80**
Zone 4	41-50 miles	**4.50**
Zone 5	51-60 miles	**6.30**
Zone 6	60 or more	**9.00**

There shall be a 20-mile free zone from the downtown Post Office in Grants Pass, Klamath Falls, Medford, and Roseburg.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	**47.00**	**25.19**

Reference Counties Area 1

Baker	Umatilla	Union	Wallowa

Area 2

Mechanic	**47.19**	**30.75**

Reference Counties Area 2

All remaining Counties

GLAZIER **33.27** **16.42**

Add $1.00 to base rate if safety belt is required by State safety regulations.
Add $4.00 to base rate for work done from a non-motorized single-man bosun chair.

HAZARDOUS MATERIALS HANDLER

21.50 **10.06**

HIGHWAY/PARKING STRIPER

33.41 **9.59**

IRONWORKER

Zone 1 (Base Rate):	**34.12**	**21.35**

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	**3.75** hr. or $30.00 maximum per day
Zone 3	**6.88** hr. or $55.00 maximum per day
Zone 4	**9.38** hr. or $75.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
Zone 2: More than 45 miles, but less than 60 miles.
Zone 3: More than 60 miles, but less than 100 miles.
Zone 4: More than 100 miles.

IRONWORKER (continued)

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities

Medford Portland

LABORER

Zone 1 (Base Rate):

Group 1	**26.09**	**12.85**
Group 2	**27.09**	**12.85**
Group 3	**22.57**	**12.85**

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

Zone Differential for Laborers
(Add to Zone 1 Base Rate)

Zone 2	**.65**
Zone 3	**1.15**
Zone 4	**1.70**
Zone 5	**2.75**

Zone 1: Projects located within 30 miles of city hall in the reference cities listed below.
Zone 2: More than 30 miles but less than 40 miles.
Zone 3: More than 40 miles but less than 50 miles.
Zone 4: More than 50 miles but less than 80 miles.
Zone 5: More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

LABORER (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

LIMITED ENERGY ELECTRICIAN

Area 1	**18.90**	**7.45**

Reference Counties Area 1

Malheur

Area 2		**28.75**	**14.96**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3	**25.95**	**12.78**

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Area 4	**27.04**	**12.31**

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

LIMITED ENERGY ELECTRICIAN (continued)

Area 5	**28.75**	**15.11**

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

Area 6	**24.90**	**11.25**

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

LINE CONSTRUCTOR

Area 1

Group 1	**51.10**	**15.34**
Group 2	**45.62**	**15.15**
Group 3	**26.10**	**10.23**
Group 4	**39.23**	**11.82**
Group 5	**34.22**	**11.17**
Group 6	**31.31**	**11.15**
Group 7	**15.60**	**8.51**

Area 1

All counties except Malheur County

Group 1
Cable Splicer
Leadman Pole Sprayer

Group 2
Heavy Line Equipment Man
Journeyman Lineman Welder
Journeyman Lineman
Pole Sprayer

Group 3
Tree Trimmer

Group 4
Line Equipment man

Group 5
Head Groundman
Jackhammer Man
Powderman

Group 6
Groundman

Group 7
Tree Trimmer Groundman

LINE CONSTRUCTOR (continued)

Area 2

Cable Splicer	**41.42**	**12.37**
Journeyman Lineman	**35.74**	**11.59**
Line Equip. Operator	**31.23**	**11.39**
Groundman	**22.24**	**9.35**

Area 2
Malheur County

MARBLE SETTER	**33.75**	**16.65**

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	**19.81**	**8.93**
INDUSTRIAL PAINTING	**21.01**	**8.93**
BRIDGE PAINTING	**24.81**	**8.93**

Add $0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for both commercial and industrial painting.

DRYWALL TAPER	**32.22**	**12.40**

PLASTERER AND STUCCO MASON
(This trade is tended by "Tenders to Plasterers")

Nozzleman	**30.86**	**12.81**
Swinging Scaffold	**29.86**	**12.81**
All Other Work	**28.86**	**12.81**

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1	**24.93**	**13.57**

Reference Counties Area 1

Baker	Harney (a)	Malheur

(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagontire West to the county line.

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Add $2.21 per hour to basic hourly rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

Zone 1	**2.50** per hour
Zone 2	**3.50** per hour
Zone 3	**5.00** per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in the reference cities listed below.
Zone 2: Fifty five (55) to one hundred (100) miles.
Zone 3: Over one hundred (100) miles.
There shall be a maximum of ten (10) hours of zone pay per workday.

Reference Cities
Boise, Idaho Twin Falls, Idaho

Area 2	**48.10**	**25.89**

Reference Counties Area 2
Plumbers/Pipefitters/Steamfitters

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
(Add to Base Rate)

Zone 2 **10.62** hr. not to exceed $80.00 day.

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

Area 3	**39.71**	**22.37**

Reference Counties Area 3

All Remaining Counties

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	**37.63**	**13.55**
Group 1A	**39.51**	**13.55**
Group 1B	**41.39**	**13.55**
Group 2	**35.97**	**13.55**
Group 3	**34.96**	**13.55**
Group 4	**34.00**	**13.55**
Group 5	**32.88**	**13.55**
Group 6	**29.84**	**13.55**

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

Zone Pay Differential
(Add to Zone 1 Base Rate)

Zone 2	**3.00**
Zone 3	**6.00**

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

See map on page 49 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and west of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

POWER EQUIPMENT OPERATOR (continued)

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

ROOFER

Area 1*

Roofer	**28.03**	**11.06**
Handling coal tar pitch	**30.83**	**11.06**
Remove fiberglass insulation	**30.83**	**11.06**

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

*On all jobs on which coal tar pitch is the basic roofing material or where the old roof being removed is composed of coal tar based material, a rate of pay ten percent (10%) greater than the basic rate of pay shall be paid for all work performed.

ROOFER (continued)

*All employees engaged in removing fiberglass insulation shall receive a rate of pay ten percent (10%) greater than the employee's basic rate of pay.

Area 2**

Roofer	**23.87**	**11.58**

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

** Add $2.00 to basic hourly rate for application, spudding and cutting or removal of coal tar products.

** Add $0.50 per hour to base hourly rate for application, spudding and cutting or removal of fiberglass insulation.

Area 4***

Roofers	**24.10**	**10.22**

Reference Counties Area 4

Umatilla Union Wallowa

*** Add $2.00 to basic hourly rate for employees working with irritable bituminous materials.

*** Add $2.00 to basic hourly rate for employees removing fiberglass insulation.

Area 5****

Roofers	**24.14**	**10.27**

Reference County for Area 5

Morrow

**** Add $3.00 to basic hourly rate for employees working with irritable bituminous materials

TRADE	BASIC HOURLY RATE	FRINGE

SHEET METAL WORKER

Area 1 — 36.23 — 17.64

Reference Counties Area 1

Benton	Gilliam	Linn	Wasco
Clackamas	Grant	Marion	Washington
Clatsop	Harney	Multnomah	Wheeler
Columbia	Hood River	Polk	Yamhill
Crook	Jefferson	Sherman	
Deschutes	Lincoln	Tillamook	

Add $1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add $1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 2 — 23.00 — 15.60

Reference Counties Area 2

Baker — Malheur

Area 3 — 32.16 — 18.42

Reference Counties Area 3

Morrow — Umatilla — Union — Wallowa

Add $1.00 per hour to base rate for work where it is necessary to wear a chemically activated type face mask.

Area 4 — 31.52 — 15.79

Reference Counties Area 4

Douglas — Lake — Lane

Add $1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add $1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

SHEET METAL WORKER (continued)

Area 5 — 30.25 — 16.86

Reference Counties Area 5

Coos — Curry

Add $1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add $1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 6 — 26.91 — 14.99

Reference Counties Area 6

Jackson — Josephine — Klamath

Add $1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add $1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

SOFT FLOOR LAYER — 25.74 — 14.01

SPRINKLER FITTER — 32.43 — 19.85

TENDERS TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)

27.05 — 12.85

Add $0.50 to base rate for refractory work.

Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending.

TENDER TO PLASTERER AND STUCCO MASON

27.21 — 13.25

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE

TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See SHEET METAL WORKER

Water Distribution Systems

See PLUMBER/PIPEFITTER/STEAMFITTER

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter

29.19 15.09

(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER
21.82 11.36

2. BRICK AND MARBLE FINISHER
21.82 11.46

Add $1.00 to base rate if safety belt required by State safety regulations.

Add $1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.

TRUCK DRIVER

Zone A (Base Rate):

Group 1	**26.90**	**13.25**
Group 2	**27.02**	**13.25**
Group 3	**27.15**	**13.25**
Group 4	**27.41**	**13.25**
Group 5	**27.63**	**13.25**
Group 6	**27.79**	**13.25**
Group 7	**27.99**	**13.25**

TRUCK DRIVER (continued)

For the Following Cities:

Albany	Grants Pass	Ontario
Astoria	Hermiston	Oregon City
Baker	Hood River	Pendleton
Bend	Klamath Falls	Portland
Bingen	LaGrande	Port Orford
Brookings	Lakeview	Reedsport
Burns	Longview	Roseburg
Coos Bay	Madras	Salem
Corvallis	Medford	The Dalles
Eugene	McMinnville	Tillamook
Goldendale	Newport	Vancouver

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	**.65**
Zone C	**1.15**
Zone D	**1.70**
Zone E	**2.75**

Zone A: Projects within 30 miles of the cities listed above
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 80 miles.
Zone E: More than 80 miles.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement).On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Power Equipment Operators
Zone 1

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

Appendix B

TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

1. GENERAL INFORMATION:

These Technical 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.

2. SANITARY SEWER MAIN CLEANING AND TV INSPECTION

PART 1 GENERAL

A. Description

1. This section includes all labor, materials, equipment, and incidentals necessary for cleaning and internal TV inspection of sanitary sewer main lines. Work under this section shall include, but not be limited to: cleaning of mainlines and manholes and TV inspection of designated sanitary sewer main lines, traffic control as shown or required by all local, state, and federal agencies, and all other incidental work specified or shown in the Contract Documents.

2. Contractor shall perform all work in accordance with Federal OSHA and State safety requirements, including those for confined space entry.

B Submittals

1. Submittals shall be in accordance with the requirements of these Contract Documents, and shall include the following:

2. Information on all cleaning and TV inspection equipment proposed for use by the contractor, including a listing of size, type, and capabilities of each piece of equipment that meet all specifications within this document.

3. A traffic control plan that shall include but not be limited to: staging sites, impacts to traffic patterns, considerations of bus traffic, as well as proposed signs, detours, and flaggers. See Technical Provision.

C. Contractor's Record Drawings

1. The contractor shall maintain a detailed record, including a neatly marked set of construction drawings if applicable, of the sanitary sewer pipes associated with this work, including but not limited to: any differences in alignment, pipe size, and manhole or cleanout location discovered during the progress of the work. Records and drawings

shall be kept current with the work as it progresses and shall be subject to inspection by the City Engineer at any time.

2. The location, alignment, lengths, and sizes of the sanitary sewer lines shown on the drawings are compiled from available records and/or field surveys. The City Engineer does not guarantee the completeness of such records. All dimensions shall be verified by the contractor.

PART 2 PRODUCTS

A. Water for Cleaning

1. The City will approve a hydrant for use. The contractor shall provide a double check valve and appropriate water truck meeting AWWA and City requirements. The contractor will keep a log of water use and provide it to the City.

B. Cleaning Equipment

1. General - The contractor shall furnish and utilize a combination of high velocity hydraulic cleaning equipment and a vacuum unit as specified or required. High velocity cleaning equipment shall be used to clean all sewer mainlines unless otherwise specified or approved by the City Engineer. Low velocity or mechanical cleaning equipment shall not be used in lieu of high velocity equipment.

2. High Velocity Cleaning Equipment with Vacuum Pickup of Materials

   a. High velocity cleaning equipment shall be capable of providing minimum 60 or higher gallons per minute at 2,000 pounds per square inch (psi) of working pressure. Contractor shall provide a minimum of 500 feet of 1-inch ID high-pressure hose with at least two cleaning nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment shall also include a high velocity "gun" for cleaning manhole walls and bottoms. The equipment shall be complete including 1,200 gallon water tanks suitable for holding corrosive or caustic chemicals, pumps, hose, hydraulically driven hose reel, auxiliary engines, controls, and all safety features required by law.

   b. The cleaning equipment shall have an integral vacuum unit to allow the material cleaned from the pipes to be vacuumed directly from the manhole.

   c. Contractor shall provide additional cleaning equipment, including root cutters, as required to satisfactorily clean the pipe.

C. TV Inspection Equipment

1. A closed circuit color television (CCTV) camera capable of providing still pictures and videos shall be used on all lines. The CCTV equipment shall be specifically designed for sewer inspection operations and shall be operative in 100 percent humidity conditions. Lighting and camera quality shall be suitable to allow a clear focused picture a minimum of six linear feet in front of the camera of the entire inside periphery of the pipe. The camera shall have an adjustable focus distance from six inches to infinity, and the camera lights shall be variable intensity, with light, focus, and aperture remotely controlled by the operating technician at the monitoring station.

2. Camera travel speed shall be from 1.8 to 30 feet per minute (fpm) with smooth, uniform motion. Sudden stops and starts will not be acceptable. Camera shall be capable of stopping and reversing direction as necessary to document sewer conditions. Video pictures shall be clear, sharp, and free from vibratory or electrical interference when the camera is in operation.

3. A CCTV camera with pan-tilt capabilities shall be used on all lines larger than six-inches in diameter. The CCTV camera shall be a tractor-powered camera being able to inspect dead end lines, and shall be remotely controlled by an operating technician.

4. The monitoring station shall be truck-mounted, capable of seating two viewing personnel and one operating technician. The monitoring station shall be fully enclosed within a rigid weatherproof enclosure on the TV truck.

5. A minimum of two color display monitors (minimum 650 lines horizontal resolution) operating simultaneously shall be used in the monitoring station. The monitors shall be of a proper size to allow all viewing personnel in the monitoring station a satisfactory view, and shall continuously display the current date, manhole designation of the mainline being inspected, and a continuous forward and reverse read-out of the camera distance from the manhole of reference.

PART 3 EXECUTION

A. Temporary Traffic Control

1. Provide temporary traffic control as specified elsewhere in the Technical Provisions.

B. Maintaining Sewer Flows and Cleaning Precautions

1. All sanitary sewer system components shall remain in service through the cleaning and TV inspection operations unless specific exceptions are approved in writing by the City Engineer.

2. During cleaning operations, precautions shall be taken by the contractor in the use of cleaning equipment. When hydraulically propelled cleaning tools which retard the flows in the sewer lines are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Precautions shall be taken to protect the sewer lines and manholes from damage that may result from the improper use of cleaning equipment. The contractor shall be solely responsible for the repair of any damage to structurally sound lines or damage to properties connected to the sewer which results from the cleaning operations.

3. The methods used to maintain flows shall be at the contractor's option and may include use of flow-through plugs with periodic release of sewage flow or bypass pumping. The bypass system, if used, shall be capable of conveying flows when the sewers are flowing full.

C. Cleaning

1. Clean all sewer lines and manholes designated on the drawings or directed by the City Engineer prior to CCTV inspection including the manholes at both ends of the section to be inspected. Equipment as specified shall be used for cleaning.

2. All dirt, sand, grease, rocks, roots, or other accumulations shall be removed from pipe walls and manholes. Existing lines shall be protected from damage caused by cleaning operations. Hydraulic cleaning operations shall be conducted with care to avoid damage to pipes and manholes, or flooding of adjacent property.

3. All sewers shall be cleaned with high velocity equipment unless the City Engineer allows otherwise. The City Engineer may order the use of other methods or equipment when it appears necessary.

4. All materials removed from the pipes during the cleaning operations shall be collected by a vacuum unit from the manhole downstream of the section being cleaned and removed by the contractor. Passing accumulated materials from manhole section to manhole section shall not be permitted.

5. The contractor shall be responsible for the proper and legal disposal of all materials removed from the sewers and in a manner acceptable to the City Engineer.

6. Manhole and sewer cleaning reports shall be submitted on forms that provide all essential data, including:

   a. Location of mainline segment or manhole being cleaned (street name and manhole designation as shown on the drawings);

   b. Diameter of sewers, in inches;

c. Estimated amount and type of material removed from pipe or manhole.

7. Two copies of the typed Mainline Cleaning Report forms shall be furnished to the City Engineer as specified below.

8. Acceptance of the cleaning work will not be made until after the submittal of the cleaning reports and the CCTV inspection reports and records. Lines will be considered acceptably clean when sufficient material has been removed to restore the sewer line to 95 percent of its original flow capacity.

D. Sewage Flow Controls

1. The methods used to maintain flow shall be at the contractor's option and may include the use of flow-through plugs or bypass pumping.

2. During periods of very high flows when lines flow greater than half full, the contractor, with the City Engineer's approval, shall suspend sewer cleaning operations until flows are again less than half full.

3. Depths of flow at the downstream manhole during television inspection shall not exceed those shown below when performing television inspection of the lines.

Pipe Diameter (inches)	Maximum Flow Depth % of Pipe Diameter
6 – 10	10
12 – 24	15
30 - 42	20
48 - 72	25

4. When the sewage depth of flow at the downstream manhole of the mainline section being inspected is above the maximum allowable for television inspection, the contractor shall provide flow-through plugs or other means where necessary to ensure that the flows are reduced to the levels specified above.

E. CCTV Inspection

1. Internal CCTV inspection of sanitary sewer mainlines as shown on the drawings shall be performed only after the sewers have been thoroughly cleaned so that service connections, cracks, leaks and structural failures may be located.

2. The CCTV inspection shall be performed on one mainline section at a time and between two manholes. Each mainline section being inspected shall be isolated from the remainder of the line as necessary by the use of line plugs or bypass pumping to insure viewing of the inside periphery of the pipe. The TV inspection shall be performed by moving the television camera through the line along the axis of the pipe. The inspection shall be performed in a forward and/or backward direction, according to line conditions at the time the inspection is made.

3. The pan-tilt camera shall be turned to view directly up the axis of each service lateral encountered.

4. During the CCTV inspections, a record shall be kept which shows clearly the exact location in relation to the centerline of the adjacent manhole of each service connection, crack, leak or structural fault discovered. To insure accurate measurement, the measurement shall be made at or above ground level by means of a meter device. Marking on a cable or the like which would require interpolation for the depth of the manholes shall not be used. Accuracy of the distance meter shall be checked by use of a walking meter, measuring wheel, or other suitable device, and the accuracy shall be satisfactory to the City Engineer.

5. The TV inspection record shall be submitted on forms that provide all essential data, including:

    a. Location of mainline segment being tested (street name and designation as shown on the drawings);

    b. Pipe diameter in inches;

    c. Type and condition of the pipe;

    d. Length and type of joints;

    e. Presence and location of roots or visible leaks;

    f. Location and description of any cracks, breaks, misalignments, or obstructions;

    g. Location and diameter of service laterals, including clock position as viewed from the camera;

    h. Condition of the portion of lateral visible from pan-tilt camera;

    i. Estimates of flows from service pipes and estimates of whether flow is domestic or I/I.

6. Two copies of the printed Television Inspection Report form shall be furnished to the City Engineer.

7. All video inspections shall be recorded on a digital portable hard drive together with voice transmissions of sewer conditions. The video records shall be accurately referenced to the corresponding inspection report and shall be organized and catalogued so that specific faults can easily be located.

8. The video shall be created in a format compatible with the majority of PC players sold in the past five years. Inspection runs shall be numbered sequentially. Each file shall have a label which lists the date, the run number including MHs, and all runs (including run number and mainline segment) included on the disk. The hard drive shall become the property of the City upon payment for the line segments inspected.

F. Report Submittals

All cleaning and TV inspection and manhole inspection reports shall be typed and organized by manhole numbers and submitted to the Project Engineer.

3. CURED-IN-PLACE PIPE

PART 1 GENERAL

A. Description

This Section includes the work necessary to furnish and install cured-in-place pipe (CIPP). The project locations are shown in the Drawings. The contractor shall provide all materials, labor, equipment, and services necessary for handling of sewage flow including bypass pumping, cleaning and inspection of the existing pipe system, CIPP installation, testing of the lined pipe system, and reconnection of service connections, all as specified herein.

B. Reference Specifications, Codes, and Standards

The following references are part of this Specification, in case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The latest edition of the following references shall be used:

ASTM F1216-07b	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
ASTM F2599	Standard Practice for the Sectional Repair of Damaged Pipe by Means of an Inverted Cured-In-Place Liner
ASTM D790	Test methods for flexural properties of non-reinforced plastics

ASTM F1743	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-in Place Installation of Cured-In-Place Thermosetting Resin Pipe (CIPP)
ASTM D5813	Standard Specifications for Cured-In-Place Thermosetting Resin Pipe (CIPP)
ASTM F 2454-05	Practice for Sealing Lateral Connections and Lines from the Mainline Sewer Systems by the Lateral Packer Method, Using Chemical Grouting.
ASTM F2019	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP)
ASTM D543	Test Method for Resistance of Plastics to Chemical Reagents
ASTM D578	Standard Specification Glass Fiber Strands
ASTM D638	Standard Test Method for Tensile Properties of Plastics.
ASTM D2122	Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM D3567	Standard Practice for Determining Dimensions of "Fiberglass" (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

C. CIPP contractor Qualifications

To be eligible to perform CIPP work required in this contract, the contractor must demonstrate to the City Engineer their capabilities for installing one of the specified lining products in full accordance with the plans and specifications. Approval will be made based on the City Engineer's evaluation of the proposed CIPP contractor's past experience. The proposed CIPP rehabilitation process must be a proven technology, which is defined as a minimum of 100,000 lineal feet of successful sanitary sewer and/or storm water collection system installations in the U.S., documented to the satisfaction of the City Engineer.

For a CIPP contractor to be considered as qualified, the contractor must satisfy all insurance, financial, and bonding requirements of the CIty, and the Contractor's Project Superintendent (See items D.4 & D.12 of this section) must have successfully installed at least 50,000 feet of the cured-in-place rehabilitation process proposed by the contractor for use on this project. Acceptable documentation of these minimum installations must be submitted to the City. Furthermore, the contractor's Project Superintendent must have a minimum of 3 years of CIPP installation experience, and must be on-site during the installation of the CIPP products.

The 3 Year Experience Record Form shall consist of the following:

1. A 3 Year Experience Record Form signed by the CIPP contractor that identifies previous CIPP rehabilitation projects and the qualifications of the contractor for accomplishing the CIPP work with the proposed CIPP method. The Form shall be submitted to the City with the sealed bid documents proposal. A blank copy of this form is enclosed with supplementary information in the bid document.

2. The City Engineer shall have the right to require a prospective CIPP contractor to clarify any portion of their 3 Year Experience Record Form. Response to such a request must be made in writing and shall become a part of the 3 Year Experience Record Form. Failure to respond to such a request shall be cause for rejection of the 3 Year Experience Record Form.

D. Contractor Submittals

The following submittals shall be provided as per the Technical Provisions. The City Engineer may request additional information and or shop drawings.

1. Certification by the lining system manufacturer that the installer is fully licensed and certified as competent to perform the work.

2. Certification from the manufacturer that the materials meet the requirements of these specifications and intended use. Certification of test results confirming that the liner and resin meet the minimum chemical resistance requirements according to ASTM F 1216 and ASTM F 1743.

3. Catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of system components of the tube and resin system. Include manufacturer's recommendation for handling, storage, insertion, curing, trimming, finishing, and repair of damaged liner. **MSDS for the resin used and any materials that cause odor**.

4. A list of the key qualified personnel who are assigned to and will work on this project and certification of worker training for installing CIPP liners.

5. Flow diversion plan for the mainline including service laterals.

6. Detailed method for samplings, including recommended location and size of each sample, method of removal, and method of liner repair including a procedure to repair the cured liner when core/plate samples are taken.

7. Design calculations stamped by a registered professional engineer in the State of Oregon certifying that the structural design requirements outlined in Part 2 of these specifications have been met.

8. Detailed description of the wet out process. Include tube and resin manufacturer's wet out recommendations including the roller gap, material feed speed and vacuum requirements for each liner size and thickness. If wet out occurs off-site, provide certification by the person in responsible charge that the entire wet out process including handling and delivery to the site followed the defined procedures.

9. Detailed narrative description and sketches to describe all proposed manhole preparation, modification, preservation, and restoration activities.

10. A plan for the process of removing resin impregnated uncured liner from the host conduit, including protection of the host system from escaping resin.

11. Independent third party test results for the gravity CIPP product for approval supporting the structural performance (short-term and long-term) of the product. Test samples shall be prepared so as to simulate installation methods and trauma of the product.

12. Statement of experience of the manufacturer's representative(s) who will be on site during the work is required from contractors who are not a Certified Installer. Contractors who are Certified Installers by manufacturer – disregard this requirement. Superintendents who meet the experience requirements shall be on the jobsite at all times.

13. Resin manufacturer installation procedures including curing and cooling temperature and time requirements and sequences

14. The manufacturer's certification of field measurements, and pipe sizing calculations which demonstrate that the CIPP liner has been properly sized to avoid the creation of wrinkles or folds.

15. The contractor shall submit sewage bypass pumping and/or sewage diversion plans for review by the City Engineer at least 5 working days prior to commencement of the work. The contractor's plans for sewage bypass pumping and/or sewage diversion shall be approved by the City Engineer before the contractor shall commence the bypass pumping and/or sewage diversion. The contractor shall notify the City Engineer 24 hours prior to commencing with the bypass pumping operation. See Technical Provision 4, Sewage Diversion Requirements, for more specific requirements.

16. The contractor shall submit a traffic control plan for the work that shall include but not be limited to: work areas, staging areas, impacts to traffic patterns, considerations of bus traffic, as well as proposed signs, detours, and flaggers.

17. Detailed narrative description and sketches to describe all methods, material, equipment, and procedures proposed to seal the annular space between the liner and the existing pipe at the manholes and reinstated service connections, in accordance with the requirements described in Part 3, Item D of this specification. Include proposed manhole preparation, modification, preservation, and restoration activities.

18. Certified copies of all cure logs of the installed liner, submitted upon completion of each lined segment.

19. Detailed narrative description and sketches to describe all methods, material, equipment, and procedures proposed to install and test service lateral grout if required.

E. Quality Assurance

1. The finished liner shall be continuous over the entire length of an insertion/inversions run between two manholes or access points and shall be free from visual defects such as foreign inclusions, dry spots, de-laminations and lifts. Entire length of the liner shall be visible on the final TV report with waterstop gaskets to be visible at both ends of the new liner and called out.

   If the final TV report discovers the finished liner pipe in violation of the above written requirements – the City reserves the right to reduce payment for the defective run from MH to MH up to 100%, or request replacement of the entire pipe or a section of the pipe at the contractor expense at the discretion of the City Engineer.

2. Wrinkles in the finished liner pipe that cause a backwater of 1/4-inch or more or in any way reduce the hydraulic capacity of the pipe, and are not the result of pre-existing conditions, are unacceptable and shall be removed and repaired by the contractor at the contractor's expense. The contractor shall remove a section of pipe, if so directed by the City Engineer, to determine if a void between wrinkle and pipe wall exists. If it is so proven that a void does exist, the contractor shall repair and replace that section of pipe at the contractor's expense. If a void does not exist, the contractor shall repair and replace that section of pipe at the City's expense. Methods of repair shall be proposed by the contractor and submitted to the City Engineer for review and approval.

PART 2 PRODUCTS

A. Felt Liner with Heat-Cured Resin

1. Liner Tube

a. The liner tube shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material and shall meet the requirements of ASTM F1216-07b, Section 5.1.

b. The liner tube shall be capable of carrying resin, withstanding installation pressures and curing temperatures, and shall be compatible with the resin system used. The liner shall be fabricated to a size that, when installed, will fit the internal circumference of the existing pipe.

c. The liner shall be fabricated from materials which when cured, will be chemically resistant to and will withstand internal exposure to sewage gases containing quantities of hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, diluted sulfuric acid, and other similar chemical reagents.

d. The minimum tube length shall be that deemed necessary by the contractor to effectively span the distance from the inlet to the outlet of the respective manholes, or access points, unless otherwise specified. The contractor shall verify the lengths in the field before impregnation of the tube with resin. Individual insertion/inversions runs may be made over one or more manhole sections as determined in the field by the contractor and as reviewed and accepted by the City Engineer.

e. Prior to insertion/inversions, the liner shall be free of all visible tears, holes, cuts, foreign materials, and other defects.

f. Prior to insertion/inversions, the contractor shall provide data on the maximum allowable stresses and elongation of the tube. The manufactured tube shall be marked along its length at regular intervals not to exceed five feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent, the liner tube shall be rejected and replaced.

2. Resin

a. Unless otherwise specified, provide a general purpose, unsaturated, thermosetting, polyester, vinyl ester, or epoxy resin able to cure in the presence or absence of water, and a catalyst system compatible with the insertion process.

b. Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling or wrinkling during lining.

3. Structural Requirements

a. The heat-cured CIPP liner shall be designed to support hydraulic, soil and live loads. The liner system shall be designed per ASTM F1216-07b, Appendix X.1. The required structural CIPP wall thickness shall be based on the physical properties in Section A.3.b below at a minimum or greater and upon a fully deteriorated gravity pipe condition in accordance with the design equations in Paragraph X1.2.2, Fully Deteriorated Gravity Pipe Condition of Appendix X1. - Design Considerations of ASTM F1216-07b, and the design parameters in Section A.3.c below. The liner wall thickness shall not exceed 8 mm.

b. The heat-cured CIPP shall conform to the structural properties as listed below.

Property	Test Method	Minimum Value per ASTM F1216-07b
Flexural strength	ASTM D790	4,500 psi
Flexural modulus	ASTM D790	250,000 psi
Flexural modulus (enhanced)		400,000 psi
Tensile strength (for pressure pipes only)	ASTM D638	3,000 psi

c. The felt lining with heat-cured resin CIPP shall be designed with the following structural design parameters for the fully deteriorated gravity pipe condition:

1. Design Safety Factor (N) = 2.0
2. Retention Factor for Long-Term Flexural Modulus = 50%
3. Ovality (calculated from (X1.1of ASTM F1216-07b) = 2%
4. Soil density = 120 lbs./cubic foot
5. Live load = HS-20
6. Soil modulus = 1,000 psi
7. Vacuum condition = 0
8. Pipe Condition = Fully Deteriorated
9. Minimum service life = 50 years
10. Groundwater Depth = Assume at surface
11. Soil Depth (above the crown) See Drawings for Existing Sewer Depths
12. Poisson's ratio = 0.3

PART 3 EXECUTION

A Preparation

1. Sewage Bypass Pumping and/or Sewage Diversion

a. The contractor shall provide sewage bypass pumping and/or sewage diversion for acceptable completion of the liner installation. Bypass pumping and diversions shall be per Technical Provision 4.

b. Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

c. The contractor shall take all necessary precautions including constant monitoring of bypass pumping and diversions to insure that no private residences or properties are subjected to a sewage backup or spill. The contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.

2. Coordination with Collection System Customers

It is the contractor's responsibility to notify the residents at each address within the project vicinity at least 48 hours in advance to commencement of work and again prior to any disruption in their service.

3. Cleaning and Inspection of the Existing Sewer
See Technical Provision 2, Sanitary Sewer Main Cleaning and TV Inspection, for more specific requirements.

The contractor shall clean, inspect, and confirm the inside diameter and determine the condition of each manhole to manhole segment to be lined. The cleaning process shall include the removal of all roots, protruding laterals and mineral deposits and other matter. A video inspection shall be performed by the contractor after the sewer cleaning operation and point repairs and grouting are completed. The television inspection shall be completed in the same direction each time and shall be done with a CCTV color camera recorded on a portable hard drive unit. A pivot-head camera shall be used for all pipe lines that are 6-inches in diameter or greater to allow detailed lateral inspection. A copy of the television inspection hard drive(s) and written reports from all video inspections shall be provided to the City Engineer for review prior to the liner installation.

4. Point Repairs or Removal of Line Obstructions

Point repairs or removal of line obstructions shall be performed by the contractor where video inspections reveal heavy solids, dropped or offset joints, protruding taps, or collapsed pipe that cannot be removed by conventional sewer cleaning equipment and may prevent the proper completion of the lining process. The work shall include

verifying the location of the point repair, locating all interfering utilities, temporary flow bypassing, traffic control, excavation, shoring, dewatering, pipe repairs or replacements, connections to the existing pipe, backfilling and surface restoration, the work will be considered incidental to the CIPP installation project and will not constitute extra work or extra pay item. If the work was unforeseen from the conducted TV inspections and if such repairs are not previously indicated on the drawings or elsewhere in the contract documents then the work may constitute extra work when approved by the City Engineer.

5. Manholes

The contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used during the liner installation process.

B. Installation

1. Resin Impregnation

a. The uncured resin in the original containers and the unimpregnated tube shall be impregnated by vacuum or other means prior to installation. The materials and "wet-out" procedure shall be subject to inspection by the City Engineer. A resin and catalyst system that is compatible with the requirements of the method shall be used. The manufacturer shall provide certification that this process has been completed correctly.

b. The impregnated liner bag shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any public safety hazard. The impregnated liner bag shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation.

2. Liner Installation

a. The impregnated tube shall be inserted/inverted through an existing manhole or other access approved by the City Engineer. The liner may be pulled in place prior to inflation or may be fully extended to the next designated manhole by the application of hydrostatic head or air pressure.

b. The liner shall be installed at a rate not greater than ten feet per minute.

c. The contractor shall staff this project with the key individuals who were approved by the City and who will be available for the project duration. Failure to produce the listed individuals during the Project shall be cause for terminating the Contract or for delaying at no cost to the CIty until said individuals are available. Delay claims caused by such failure shall NOT be allowed. Contract time shall NOT be

extended due to the above mentioned personnel being unavailable to work on this Project at all times.

3. Heat Curing

a. A suitable heat source and distribution method shall be provided. The equipment shall be capable of circulating hot water or steam throughout the section by means of a pre-strung hose which has been perforated in accordance with the manufacturer's recommendations or other methods acceptable by the City Engineer to raise the temperature uniformly above the temperature required to cure the resin. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.

b. The heat source piping shall be fitted with continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. The contractor shall provide standby equipment to maintain the heat source supply.

c. The initial cure shall be deemed to be completed when inspections of the exposed portions of the liner appear hard and sound and the remote temperature sensors indicate that an exothermic reaction has occurred. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water, steam, and/or air and cycling of the heat exchanger continuously maintain the required temperature.

d. Temperature shall be maintained during the curing period as recommended by the resin manufacturer, and shall follow the heating schedule supplied by the manufacturer and reviewed by the City Engineer. The temperature shall not exceed the manufacture's recommended curing temperature.

4. Cool Down

a. The hardened liner shall be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head or pressure in the lined pipe and returning normal sewage flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.

b. If the liner fails to make a tight seal at the manhole walls, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied in accordance with manufacturer specifications and approved by the City Engineer.

C. Finished CIPP Requirements

1. Quality Assurance

a. The finished CIPP shall be continuous over the entire length of an installation run, and be free of material defects. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

b. Both ends of the cured liner shall be cut flush at the inlet and outlet points in the manhole. In some cases, when the liner is carried through a straight channel MH, a cut out can be made through the top of the liner inside the MH with the Project Engineer approval only. In this case the bottom of the liner will serve as a continuation of the MH's channel and the edges of the cut out will be sealed watertight with approved epoxy.

2. Liner Defect

a. Any defect, which will or could affect the structural integrity, strength, capacity, or future maintenance of the installed liner, shall be repaired at the contractor's expense, in a manner approved by the City Engineer.

D. Watertight End Seals

1. Gaskets

a. Two (2) hydrophilic rubber gaskets shall be installed in the host pipe at both the upstream end and the downstream end of the liner. Outside drop MHs shall have a gasket installed upstream from the drop pipe. The hydrophilic rubber gasket shall be Hydrophilic Expandable Waterstop HYDROTITE CJ-0725-3K or approved equal and shall be glued with LEAKMASTER LV-1 or approved equal.

b. The seal shall be a material composed of an extended hydrophilic rubber compounded from chloroprene (neoprene) rubber and a hydrophilic resin which expands upon contact with water. The seal should have the ability to swell up to eight times its original volume if necessary and mold itself to completely fill all gaps and exert pressure evenly to ensure a watertight seal. The rubber joint seal shall be bonded with adhesive on one face to hold it in place during assembly. The contractor may propose an alternative sealing material or products in lieu of a hydrophilic rubber joint seal. The proposed alternate shall provide a positive seal between the liner and the existing host pipe, ensuring no tracking through the annulus space and into the manhole. The product must remain in place prior to and during liner installation. If the sealing material is washed away or diluted by flow through the host pipe prior to liner installation, it must be reapplied

before installation is allowed to proceed. **Any alternative must be approved by the City Engineer prior to installation.**

c. The seal must be an epoxy or resin mixture compatible with the CIPP system. Seals will be incidental to the CIPP liner. Sealing material and installation method shall be submitted and approved by the City Engineer prior to start of construction, and shall conform to the detail drawings provided on the plans. Mortar shall be used: Euclid Chemical "HEY'DI POWDER X" grout or approved equal. Hydraulic cements and quick-set cement products are not acceptable.

E. Service Line Reconnection

1. The contractor shall locate and verify all live sanitary service lines and any connections found to be direct inflow of storm water shall not be reinstated. The contractor is required to notify the resident(s) at each address a minimum of 48 hours in advance to the commencement of work and again prior to the disruption of their service again prior to any disruption in their service.

2. After pipe liner has cured, reinstate all active services and those to vacant lots. **All previously capped laterals shall remain capped and uncut.** This work is considered to be incidental and is not a pay item.

3. Perform reconnection from interior of pipeline without excavation using internal inspection camera with robotic cutter head. Finish by brushing is required.

4. Holes cut through liner: contractor shall provide a nearly full-diameter hole, free from burrs or projections and with a smooth and crack-free edge by brushing. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection diameter. The invert of the service connection shall match the bottom of the reinstated service opening.

5. Miscellaneous pipe debris shall be recovered at downstream manhole and removed.

6. Do not open abandoned service connections except at City Engineer's direction. If abandoned service connection is opened without City Engineer's approval, perform an internal spot repair to close connection, at no additional cost to the owner.

7. Grouting for service laterals will be required after connection opening.

F. Testing

1. Material Testing

a. Samples removed for testing will be individually labeled with the following:

- Project Number and Title
- Sample Number
- Segment Number of line as noted on plans
- Date and Time of Sample
- Chain of Custody

b. Samples removed for testing shall be taken at the City Engineer's choice. If the contractor samples from inside the line, the location of the coupon shall be repaired. The point repair spot shall be repaired with a method approved by the City Engineer. The point repair is at no additional cost to the City.

c. All lines shall be tested for thickness from upstream, downstream and the cored holes from the lateral connections. An average thickness shall be submitted at the completion of each line. Core holes shall be labeled with address and submitted to the owner.

"No Dig" option: At City Engineer's option, in lieu of excavation for core samples, the liner shall be run through an 18" long section of line-sized pipe, or an appropriate restraint, to act as a mold for the liner and cured.

d The contractor shall provide certified test results of the short term properties of the cured lining material from the actual installed liner at a minimum of one location per each liner insertion setup.

e. The cured liner shall be sampled and tested for flexural strength and flexural modulus (short term). Flexural strength and modulus shall be tested in accordance with the requirements of ASTM D790. The liner shall be in compliance with the physical properties stated under Part 2 of this specification. A certificate of compliance shall be provided for long-term flexural modulus.

2. Field Testing

a. After completion of all liner insertion, service reconnections, and finish work at the manholes, the sewer shall be televised with a color CCTV tilt-head camera recorded on a portable hard drive. Please pay attention that every gasket shall be visible. A portable hard drive shall be provided to the City Engineer. See Technical Provision 2, Sanitary Sewer Main Cleaning and TV Inspection for more specific requirements.

G. Reconstruct Manhole Channel

1. Manholes, where liner was installed in upstream and downstream lines - remove obstructions and irregularities in the channel with appropriate tools and pressure washer then grout the entire channel so the bottom of the channel is even with the newly lined pipes to improve flow through the manhole. In manholes use only an

approved by the City Engineer hydraulic cement grout to fill and smooth the surfaces. Prepare surfaces according to manufacturer's requirements prior to application. Finished surfaces shall provide an even slope through the manhole with no rise in elevation or protrusions that might inhibit flow.

H. Sectional (Short) Repairs

1. Sectional (short) repairs shall be performed in accordance with ASTM F2599 and all the other requirements of this section.

4. SEWAGE DIVERSION REQUIREMENTS

A. The contractor shall submit a "Flow Diversion and By-Pass Pumping Plan" to the City Engineer prior to the start of construction. Under no circumstances shall sewage be allowed to flow or leak onto the ground surface, into gutters or onto streets, over sidewalks, or into storm inlets. All diverted sanitary sewage and storm drainage shall be discharged back to the existing sanitary or storm sewer system. The Flow Diversion and By-Pass Pumping Plan shall outline the contractor's proposed method of handling all flows during all elements of construction. The flow through the pipe shall be diverted and pipe shall be flushed prior to insertion of the CIPP. The plan shall show all flow inputs (connections) in the work area and how the flow from each connection will be managed. Flow inputs shall be confirmed by the contractor during initial field surveys and television inspections. The contractor shall provide complete diversion regardless of flow rate. Additionally 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:

1. Pumps: type, size and placement
2. Diversion pipe: size, type, and placement
3. Power supply to pumps
4. Method of damming the flow
5. Facilities for redundancy

B. When necessary, the flow shall be diverted by the use of pumps to a manhole downstream of the construction. The contractor shall have adequate pumps and piping or alternative methods to divert flow to the downstream conveyance lines. The pumping or transportation capacity shall be sufficient to maintain peak flow conditions that may occur during a rainstorm.

C. Flow diversion piping shall be buried or arranged such 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 Engineer. All sewage diversion piping shall be water-tight. Surface restoration that is required for installing flow diversion piping and other appurtenances is incidental to the flow diversion and by-pass pumping pay item.

D. The contractor shall use critically silenced generators and pump units with hospital-grade mufflers and shall meet or exceed the requirements of any 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 necessary to meet noise ordinances, 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 Engineer. No variance from any local noise ordinances will be allowed unless the contractor secures a noise variance at no additional expense to the City.

E. At the end of each working day, the contractor shall make all provisions necessary to restore normal sewer operation without the use of noise-generating diversion equipment.

F. The contractor shall provide a qualified operator who is capable of making emergency repairs or who is able to mobilize forces to handle power, pump or other problems. This operator 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 the sewer being impacted during the execution of the work. Diversion pumping equipment and piping shall be tested for leaks prior to pumping sewage. Leak testing shall be performed any time the diversion pumping system is disassembled, reassembled and/or modified. No leaks in the diversion piping shall be permitted. Only potable water shall be used for leak testing of pipes. Diversion pipes shall be cleaned and disinfected prior to disassembly and the liquid shall be discharged into an existing sanitary sewer. Service connections or laterals shall not be disconnected or plugged overnight. Service must be restored to service connections or laterals within the normal work day.

G. Each flow 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 an equivalent back-up flow pumping unit for each pumping operation.

H. Flow diversion piping 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 sewage diversion activity, the contractor shall be responsible for taking immediate action to cease, contain, and clean up the release, and to notify the proper 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 and will be responsible for all costs associated with sewage spill cleanup including associated fines. The contractor shall be responsible for cleanup, repair, property damage costs and claims.

I. No flow diversion operations may proceed unless the contractor has, at the work site, the following items:

1. 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.
2. 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.
3. The equipment and materials on hand to stop the release and repair the failed item.
4. Equipment and materials to clean the site, rake up solid debris and to dispose of material properly.

J. In case of sanitary sewage release during diversion operations, the contractor shall immediately contact the City of West Linn On-Site Project Inspector notifying them of the release.

If the Project Inspector is not capable of being immediately notified, then contact the City of West Linn Public Works Operations. The following telephone numbers shall be used:

a. (503) 656-6081
b. (503) 849-5038
c. (503) 742-8620

The representative of the City of West Linn shall report the sewage spill within 24 hours to the Oregon Department of Environmental Quality and any other appropriate entities. Even if a sewage spill or release is contained within an excavation, the spill or release must be reported.

Failure by the contractor to report a spill or release to the appropriate City representative will result in liquidated damages in the amount of $500.00 per incident plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report as described above.

K. The contractor shall be responsible for providing the following information to the authorities in case of a spill or release:

1. Release location
2. Date and time release found or started and time stopped
3. Release flow rate and estimated total volume
4. Receiving stream, if any
5. Action taken to stop release
6. Cause of release
7. Clean-up actions taken
8. Any other information as requested by relevant authorities

L. Upon completion of construction, all flow diversion piping and pumps and related facilities shall be removed and all affected areas restored to their prior condition.

5. BID ITEM DESCRIPTIONS

BID ITEM 1 - MOBILIZATION/DEMOBILIZATION

Payment for mobilization/demobilization will be made as a portion of the lump sum price. Actual percentage shall be shown in the Estimated Quantities column. The actual payment amount for "Mobilization/Demobilization" included in partial payments will be determined as follows:

Mobilization shall include moving personnel, equipment, supplies and incidentals to the project site. Demobilization shall include final cleanup, removal of equipment, supplies and incidentals from the project site.

BID ITEM 2 - TRAFFIC CONTROL

Payment for "Traffic control" shall be made from the lump sum price as set forth in the Bidder's Bid. Actual percentage of Traffic Control to the total bid price, excluding traffic control, shall be shown in the Estimated Quantities column. The actual payment will be made based on the percentage of the project completeness at the time of payment request submittal.

Street closures will not be allowed. Traffic shall not be delayed more than (20) minutes while routing through the construction site. The City reserves the right to restrict work for specific holidays or events.

The contract lump sum price paid for temporary traffic control system shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving traffic devices to the new locations, replacing of the traffic control devices required for temporary protection and direction of traffic and for traffic control system of closing traffic lanes through or around the work area.

BID ITEM 3 – SANITARY SEWER PIPE CLEANING

Payment for cleaning of sanitary sewer pipes to be lined will be paid for on a per linear foot basis. Removal of obstructions and roots will be considered incidental to this item. Measurement will be based on the total length of sewer pipe cleaned. See Technical Provision 2, Sanitary Sewer Main Cleaning and TV Inspection. The contract price paid per linear foot for sanitary sewer pipe cleaning shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 4 – VIDEO INSPECTION (PRE – CIPP)

Payment for performing a video inspection of the sewer pipe following the cleaning, but prior to the installation of the cured-in-place pipe, and recording onto portable hard drive, will be on a per linear foot basis. The hard drive will be delivered to the City after completion of the pre-video inspection work. Measurement will be based on the total length of sewer pipe videoed, and shall be confirmed by a hand wheel measurement from manhole to manhole. See Technical Provision 2, Sanitary Sewer Main Cleaning and TV Inspection. Flow by-pass shall be conducted during pre- video inspection and will be considered incidental to this pay item. The contract price paid per linear foot for video inspection of sanitary sewer pipe prior to CIPP installation shall include full compensation for furnishing all labor, materials, tools,

equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 5 – FURNISH AND INSTALL 8-INCH DIAMETER CIPP

Payment for furnishing and installing the cured-in-place pipe liner including gaskets and all work and materials will be on a per linear foot basis. Payment for required testing of materials, in accordance with the Technical Provision, shall be considered incidental to this bid item. Measurement will be based on the total length of cured-in-place pipe installed, all private property documentation and surface restoration shall be considered incidental to the installation cost. See Technical Provision 3, Cured-in-Place Pipe. The contract price paid per linear foot for installation of 8-inch cured in place pipe liner, complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 6 – VIDEO INSPECTION (POST - CIPP)

Payment for performing a video inspection of the sewer pipe following the installation of the CIPP and recording onto a portable hard drive will be on a per linear foot basis. Measurement will be based on the total length of cured-in-place pipe video. Waterstop gaskets shall be seen at both ends of new liner. See Technical Provision 2, Sanitary Sewer Main Cleaning and TV Inspection. Flow by-pass shall be conducted during post- video inspection and will be considered incidental to this pay item. The contract price paid per linear foot for video inspection of sanitary sewer pipe following CIPP installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 7 - SANITARY SEWER BYPASS PUMPING

Payment for providing necessary sanitary sewer bypass pumping in accordance with all local, state, and federal regulations will be paid on a lump sum basis. Measurement will be based on the percentage of the CIPP work completed. See Technical Provision 4, Sewage Diversion Requirements. The contract lump sum price paid for bypass sanitary sewer pumping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

Actual percentage of Sanitary Sewer Bypass Pumping to the total bid price, excluding Sanitary Sewer Bypass Pumping, shall be shown in the Estimated Quantities column.

BID ITEM 8 - PROTRUDING LATERAL/OBJECT TRIMMING

Payment for trimming protruding service laterals or other foreign objects to ensure that no edges exist or material to catch. Measurement will be based on the total number of service laterals or objects trimmed. The contract price paid per trimming protruding service laterals complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

SPECIAL NOTE:

Measurement and payment will be on a lump sum/unit price basis in accordance with the prices set forth in the bid form for individual work items. Where work is required but does not appear as a separate item in the bid form, the cost for that work shall be considered incidental to the project. Contractor shall make a careful assessment of the work required when preparing the bid.

The winning bidder will be determined using the Bid Form. Unit Prices on all attachments shall match to Unit Prices on the Bid Form. Mobilization/Demobilization, Temporary Traffic Control and Sanitary Sewer Bypass Pumping items shall have Lump Sums percentages shown and calculated similar to the Bid Form.

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Appendix C

PLANS