

**Contract Documents**

**for the**

**Abernethy Bridge Transmission Pipeline Improvements  
Project**

**Project No. PW-08-04**

**CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON**

**BIDS DUE:** 2:00 PM, Thursday, December 4, 2008 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn, Oregon 97068.

**BID OPENING:** 4:00 PM, Thursday, December 4, 2008 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, West Linn, Oregon 97068.

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

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

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**PROJECT DOCUMENTS FOR THE**  
**for the**  
**Abernethy Bridge Transmission Pipeline Improvements**  
**Project**

**Project No. PW-08-04**

**CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON**

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	Norm King
Councilor	Scott Burgess
Councilor	Jody Carson
Councilor	Michele Eberle
Councilor	Mike Jones
City Manager	Chris Jordan
Public Works Director	Gene Green
City Engineer	Dennis Wright

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**CITY OF WEST LINN**

**Abernethy Bridge Transmission Pipeline Improvements  
Project**

**Project No. PW-08-04**

IN WEST LINN, CLACKAMAS COUNTY, OREGON

***TABLE OF CONTENTS***

***BID DOCUMENTS***

ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

GENERAL REQUIREMENTS

GENERAL TECHNICAL REQUIREMENTS

SPECIAL SPECIFICATIONS

***BID PROPOSAL***

PROPOSAL CHECKLIST

CONTRACT AGREEMENT

BID SHEET

BID PROPOSAL ATTACHMENT

REFERENCES/EXPERIENCE RECORD

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

BID BOND FORM

***ATTACHMENTS***

INSURANCE REQUIREMENTS

BOLI

***PROJECT PLANS***

***STANDARD DRAWINGS***

***SUPPLEMENTAL DRAWINGS***

WILLAMETTE RIVER (ABERNETHY) BRIDGE WATER LINE SUPPORT IMPROVEMENTS, EAST  
PORTLAND FREEWAY (M.P. 9.00), DAVID EVANS AND ASSOCIATES, INC. AND OREGON  
DEPARTMENT OF TRANSPORTATION, 1999, SHEETS 1 THROUGH 13 OF 13

***ADDENDA (IF ANY)***

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## **BID DOCUMENTS**

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## ADVERTISEMENT FOR BIDS

### Abernethy Bridge Transmission Pipeline Improvements Project Project No. PW-08-04

#### IN THE CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

#### CITY OF WEST LINN, OREGON

Sealed proposals for the construction of the **Abernethy Bridge Transmission Pipeline Improvements** project in the City of West Linn, Clackamas County, Oregon, will be received by the City of West Linn Public Works Engineering Division offices at City Hall, 22500 Salamo Road, Box #800, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, Thursday December 4, 2008. Proposals received after this time will not be considered. Proposals shall be clearly marked "Bid for **Abernethy Bridge Transmission Pipeline Improvements** project", and addressed to the attention of **Dennis Wright**. First tier Subcontractor list complying with the provisions of ORS 279C.370 shall be submitted not later than 4:00 PM, Thursday December 4, 2008, at which time the proposals shall be publicly opened and read.

The Contract is for a public work subject to prevailing wage law ORS 279C.800 to 279C.870.

Work generally consists of replacing bracing and inserts for the existing 24-inch diameter steel water pipe, installing debris shields over couplings, installing new coupling stops, and recoating the pipeline at each end of the bridge. The Contract Work must be completed within ninety (90) days of Notice to Proceed, which is expected to be issued by January 30<sup>th</sup>, 2009. In addition, work in and on the bridge must be completed within a single, continuous 30-day period. The Engineer's estimate for the Work is between \$100,000 and \$140,000.

The project plans and specifications may be obtained at no cost through the City of West Linn's website at <http://westlinnoregon.gov/publicworks/abernethy-bridge-transmission-pipeline-improvements-project-pw-08-04> or through the City of West Linn Engineering Division located at 22500 Salamo Road, West Linn, Oregon at a cost of \$25.00 per set, plus \$5 additional cost if mailed.

If you wish to receive any possible future addendums for this project, please email [prich@westlinnoregon.gov](mailto:prich@westlinnoregon.gov) with your name, address, phone, fax and email address or call 503-722-5501 to be placed on the plan holders list.

Dated this November 3<sup>rd</sup>, 2008

Dennis Wright  
Project Manager

#### **Publication Date**

Daily Journal of Commerce: November 4th and 7th, 2008

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**Abernethy Bridge Transmission Pipeline Improvements  
Project**

**Project No. PW-08-04**

**CITY OF WEST LINN, OREGON**

**PROJECT INFORMATION**

**PROJECT QUESTIONS**

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

Dennis Wright  
City of West Linn, Engineering Division  
22500 Salamo Road #800, West Linn OR 97068  
Phone (503) 722-5514 FAX (503) 656-4106  
E-mail: dwright@ci.west-linn.or.us

**GENERAL DESCRIPTION** Work generally consists of replacing bracing and inserts for the existing 24-inch diameter steel water pipe, installing debris shields over couplings, installing new coupling stops, and recoating the pipeline at each end of the bridge. It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

This is a Lump Sum type Contract. Quantities for Work required are as shown in the project plans.

**TIME OF COMPLETION** The time of completion of the Work to be performed under this Contract is as follows:

The Contract Work must be completed within ninety (90) days of Notice to Proceed, which is expected to be issued by January 30<sup>th</sup>, 2009. In addition, Work in and on the bridge must be completed within a single, continuous 30-day period.

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

**LIQUIDATED DAMAGES** Liquidated damages shall be per section 108.07 of the City of West Linn Public Works Design and Construction Standards (the Standards).

**SCHEDULE OF LIQUIDATED DAMAGES**

Original Amount of Contract		Per Diem Amount of Liquidated Damages	
For More Than	To and Including	Calendar Day*	Working Day
\$ 0	\$ 25,000	\$ 40	\$ 55
25,000	50,000	65	85
50,000	100,000	110	150
100,000	500,000	150	210
500,000	1,000,000	225	315
1,000,000	2,000,000	300	420
2,000,000	5,000,000	450	630

\* Calendar day amounts are applicable when the contract time is expressed on the calendar day, calendar workday or fixed date basis.

**BID SECURITY** Proposals must be accompanied by a certified check drawn on a bank in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than **ten percent (10%)** of the total amount of the proposal submitted. This check or Bid Bond

shall be given as a guarantee that, if awarded the Contract, the successful Bidder will furnish a properly executed performance bond in the full amount of the Contract price, no later than the pre-construction meeting.

**PRE-QUALIFICATION OF BIDDERS** Pre-qualification shall be by the Oregon Department of Transportation, in the Class of Work "Bridges and Structures."

**BIDDING DOCUMENTS TO BE OBTAINED ONLY FROM CITY OF WEST LINN ENGINEERING DEPARTMENT** Proposals may only be submitted on forms obtained from the City of West Linn Engineering Department at the address given above under "Project Questions."

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

**CONSTRUCTION STANDARDS APPLICABLE** The West Linn Public Works Design and Construction Standards and Construction Specifications, and the Oregon Standard Specifications for Construction (2008), in their entirety, are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

**RESIDENT BIDDER STATEMENT REQUIRED** Each proposal must contain a statement as to whether the Bidder is a resident bidder as defined in ORS 279A.120.

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

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

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

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

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

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

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

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

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

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

**MANDATORY PRE-BID SITE VISIT** All Bidders must attend a pre-bid site visit, accompanied by an official of the City of West Linn Public Works Department. The site visit will begin at the east side of Highway 99E beneath the Abernethy Bridge abutment at 8:00 AM Tuesday, November 18, 2008. All attendees must sign in, stating the name(s) of the individual(s) attending, the firm they represent, and each individual's job title or position at said firm. A Bid from a Bidder whose firm was not represented at the site visit will be rejected as non-responsive.

**PAYMENT** The Owner will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and Engineer.

**AWARD OR REJECTION** The Contract will be awarded to the lowest responsive, responsible Bidder complying with the Bid specifications. Should the proposal include alternates, the Contract will be awarded, with alternatives being awarded in priority order.

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

As required by ORS 279C.375, and solely for the purpose of determining the lowest responsive Bidder, the City shall add a percent increase to each out-of-state Bidder's Bid price equal to the percent of preference

given to local Bidder's in the Bidder's home state. The Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. No Bidder may withdraw his/her proposal for a period of sixty (60) days after the date of opening thereof. The acceptance of a proposal will be by notice in writing, mailed or delivered to the office designated in the Proposal.

**ADDENDA** Addenda are a part of the Contract Documents and shall be made a part of the Contract. Proposals shall reflect any and all addenda issued during the time of bidding. Addenda, if issued, will be sent only to individuals or firms whose names are recorded on the Plan Holders List maintained for this project by City of West Linn Engineering Department. Addenda will be handled as follows: a copy of addenda will be FAXed to the Bidder's place of business. If FAXing is not possible, the Bidder will be verbally notified and in both cases an original copy will be sent by mail, time allowing. Verbal or FAX notification prior to the bid opening shall be considered sufficient. Receipt of each addendum may be required to be acknowledged in writing by the Bidder. If required, an acknowledged (signed) addendum FAXed prior to the bid opening shall be considered adequate if followed up by an original.

**EXECUTION OF CONTRACT** The Bidder must sign his/her portion of the Contract document and submit with the Bid documents. The Contract is executed upon signature of the Contract document by the City Manager.

**PERFORMANCE AND PAYMENT BOND** The successful Bidder shall file with the Owner performance and payment bonds in the full amount of the Contract price of the Contract within five (5) working days of notification of execution (award) of the Contract by the City. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

**FAILURE TO FURNISH BOND** Should the successful Bidder fail or refuse to furnish the performance bond, then the bid security deposited by said Bidder shall be retained as liquidated damages by the Owner; and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to furnish bond as provided herein. Bid security deposited in the form of a certified check shall be subject to the same requirement as a Bid Bond.

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

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

**PROGRESS PAYMENTS** Progress payments may be submitted monthly to the City project manager. Projects lasting less than thirty (30) days in duration will not receive progress payments. If the Owner is notified that payment has not been made for labor or materials invoiced to the City, the City may withhold those monies from payment to the Contractor. With the final Contract payment request, the Contractor must include a statement certifying that all persons/Subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full.

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

**WATER SUPPLY** The Contractor shall be responsible for providing for all water necessary for this project. The City of West Linn is the purveyor of water in this area. A locked water supply tap on the 24-inch main is available to the Contractor at the Oregon City end of the bridge as long as the 24-inch line is in service. Contact the City of West Linn, telephone 503-656-4261, to set up an account for this water source. Contractor shall comply with the instructions for use of City Water. Costs for handling the water shall be considered incidental to this Contract.

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

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**REPRODUCED FROM THE CITY'S PUBLIC WORKS STANDARDS**

**TABLE OF CONTENTS**

***DIVISION ONE - GENERAL REQUIREMENTS***

\*\*\*\*\*

**101 DEFINITIONS AND ABBREVIATIONS**

\*\*\*\*\*

101.01	DEFINITIONS.....	20
101.02	ABBREVIATIONS .....	24

\*\*\*\*\*

**102 INSTRUCTIONS TO BIDDERS**

\*\*\*\*\*

102.01	EEO AFFIRMATIVE ACTION.....	25
102.02	PREQUALIFICATION OF BIDDERS.....	25
102.03	FORM OF BID .....	26
102.04	WITHDRAWAL, MODIFICATION OR ALTERATION OF BID .....	26
102.05	LATE BIDS .....	26
102.06	BID GUARANTY AND ORGANIZATION.....	26
102.07	INTERPRETATION OF CONTRACT AND ADDENDA .....	27
102.08	EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA .....	27
102.09	FAMILIARITY WITH LAWS AND ORDINANCES .....	27
102.10	BIDS; SCHEDULE OF VALUES .....	28
102.11	REJECTION OF BIDS.....	28
102.12	CONFLICT OF INTEREST.....	28
102.13	INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY .....	28
	PREVAILING RATE OF WAGE	

\*\*\*\*\*

**103 AWARD AND EXECUTION OF CONTRACT**

\*\*\*\*\*

103.01	AWARD OF CONTRACT .....	28
103.02	EXECUTION OF CONTRACT.....	29
103.03	FAILURE TO EXECUTE CONTRACT .....	29
103.04	RETURN OF BID GUARANTY.....	29
103.05	TRANSFER OF CONTRACT AND INTERESTS THEREIN.....	29
103.06	PERFORMANCE AND PAYMENT BOND .....	29
103.07	PROOF OF CARRIAGE OF INSURANCE .....	29
103.08	FOREIGN CONTRACTOR.....	30

\*\*\*\*\*  
**104 SCOPE OF WORK**  
 \*\*\*\*\*

104.01	PLANS AND SPECIFICATIONS .....	30
104.02	PRECEDENCE OF CONTRACT DOCUMENTS .....	30
104.03	SHOP DRAWINGS AND OTHER SUBMITTALS .....	30
104.04	CHANGES IN WORK .....	32
104.05	FORCE ACCOUNT WORK .....	32
104.06	SALVAGE .....	33

\*\*\*\*\*  
**105 CONTROL OF WORK**  
 \*\*\*\*\*

105.01	AUTHORITY OF THE CITY ENGINEER .....	33
105.02	AUTHORITY AND DUTIES OF INSPECTORS .....	33
105.03	RESPONSIBILITY OF CONTRACTOR .....	34
105.04	NOTIFICATION OF UTILITIES AND AGENCIES .....	34
105.05	UTILITIES AND EXISTING IMPROVEMENTS .....	34
105.06	SURVEY SERVICE .....	35
105.07	PROTECTION OF SURVEY MARKERS .....	35
105.08	PROTECTION OF PROPERTY .....	36
105.09	USE OF WORK DURING CONSTRUCTION .....	36
105.10	FURNISHING TEMPORARY SERVICES AND FACILITIES .....	36
105.11	VERBAL AGREEMENTS OR REPRESENTATION .....	37
105.12	WATER AND AIR POLLUTION CONTROL .....	37
105.13	NOISE .....	37
105.14	ACCESS TO THE WORK .....	37
105.15	DEFECTIVE OR UNAUTHORIZED WORK .....	37
105.16	WORK IN THE RIGHT OF WAY OR CITY-MANAGED PUBLIC EASEMENT .....	37

\*\*\*\*\*  
**106 CONTROL OF MATERIALS**  
 \*\*\*\*\*

106.01	PREFERENCE FOR USE OF OREGON PRODUCTS .....	38
106.02	QUALITY OF WORK .....	38
106.03	SAMPLING AND TESTING .....	38
106.04	CERTIFICATION .....	39
106.05	INSPECTION BY OTHERS .....	39
106.06	STORAGE AND PROTECTION OF ITEMS OF WORK .....	39
106.07	TRADE NAMES, EQUALS OR SUBSTITUTIONS .....	39

\*\*\*\*\*  
**107 LEGAL RELATIONS AND RESPONSIBILITIES**  
 \*\*\*\*\*

107.01	LAWS AND REGULATIONS .....	40
107.02	SUBCONTRACTORS .....	40
107.03	NO WAIVER OF LEGAL RIGHTS .....	41
107.04	OTHER CONTRACTS .....	41
107.05	LIABILITY AND INDEMNIFICATION .....	42

107.06	INSURANCE .....	42
107.07	ROYALTIES AND PATENTS .....	45
107.08	PERMITS .....	45
107.09	COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279 .....	45
	(Public Contracts)	
107.10	LABOR .....	51
107.11	OVERTIME .....	51
107.12	SAFETY .....	51
107.13	RIGHTS-OF-WAY, EASEMENTS, AND PREMISES .....	52
107.14	EIGHTEEN (18) MONTH MAINTENANCE AND WARRANTY .....	52

\*\*\*\*\*

## 108 PROSECUTION AND PROGRESS OF WORK

\*\*\*\*\*

108.01	CONTRACTOR'S CONSTRUCTION SCHEDULE.....	53
108.02	PRECONSTRUCTION CONFERENCE .....	53
108.03	NOTICE TO PROCEED .....	53
108.04	CONTRACT TIME .....	54
108.05	SUSPENSION OF WORK.....	54
108.06	DELAYS AND EXTENSIONS OF TIME .....	55
108.07	LIQUIDATED DAMAGES.....	56
108.08	CONTRACTOR'S REPRESENTATIVE.....	56
108.09	CONFLICTS, ERRORS, OMISSIONS AND ADDITIONAL DRAWINGS.....	57
108.10	OWNER'S RIGHT TO DO WORK.....	57
108.11	TERMINATION FOR DEFAULT.....	57
108.12	TERMINATION IN THE PUBLIC INTEREST .....	58



**Bidder**

Any individual, firm, co-partnership, corporation, or combination thereof, submitting a Bid in response to the advertisement calling for Bids on the Work contemplated in the Contract.

**Certificate of Completion**

Standard Owner's form which must be signed by the Contractor.

**Certificate of Compliance**

Standard Owner's form which must be signed by the Contractor stating compliance with the Contract Documents.

**Change Order**

A written order issued by the City Engineer to the Contractor directing changes in the Work, subject to approval of Owner.

**City**

The City of West Linn, Oregon.

**City Engineer**

The City Engineer of the City of West Linn acting either directly or through authorized representatives.

**Contract Cost**

The aggregate amount of price promised to be paid by Owner to Contractor upon fulfillment of the Contract.

**Contract**

The document entitled Contract or agreement which is executed by the Contractor and the Owner, authorizing ordinance, the advertisement calling for Bids, the Bid, instructions to Bidder, plans, all specifications, addenda, permits, performance bond, insurance certificates, and change order for any approved revisions made during the performance of the Work to any of the above listed documents, collectively referenced as the Contract Documents.

**Contract Item**

A specific unit of Work for which a price or basis of payment is provided in the Contract. Synonymous with Bid Item.

**Contractor**

Any individual, firm, co-partnership, corporation or any combination thereof who has or have entered into a Contract with the Owner for a particular project. In the case of Work being done under permit issued by the Owner, the permittee shall be construed to be the Contractor.

**Day**

Calendar day, any and every day shown on the calendar, Sundays and Holidays included.

**Easement**

The right to use a defined area of property for specific purpose or purposes as set forth in the specifications.

**Foreign Contractor**

Contractor who is not domiciled in or registered to do business in the State of Oregon.

**Improvement**

General term encompassing all phases of Work to be performed under a Contract for a Local Improvement District and is synonymous with the term Project or Work.

**Inspector**

The authorized representative of the City Engineer whose authority, instructions, and decisions shall be limited to the particular duties and responsibilities entrusted to him in making detailed inspections of any or all portions of the Work or materials therefore.

**Lump Sum**

A method of payment providing for one all-inclusive payment for the Work described to be done, complete and accepted without further measurement, as such Work is covered under the applicable lump sum pay item.

**Manager**

The City Manager of the City of West Linn, Oregon, acting either directly or through authorized representatives.

**Notice**

A written communication delivered by hand or by mail to the authorized individual, member of the firm or officer of the corporation for which it is intended. If delivered or sent by mail it shall be addressed to the last known business address of the individual, firm or corporation. In the case of a Contract with two (2) or more persons, firms or corporations, notice to one shall be deemed notice to all.

**OSHD Standard Specification**

The latest edition of the Specification Document published by the State of Oregon entitled Standard Specifications for Highway Construction, Oregon State Highway Division. This document is available from the Oregon State Highway Division, Salem, Oregon.

**Owner**

The City of West Linn, Oregon, acting through its legally constituted City Council.

**Performance and Payment Bond**

The bond submitted by the Contractor and his/her surety as specified in the Contract and as more fully described in Subsection 103.06.

**Plans**

The official Plans, profiles, cross sections, elevations, details and other working, supplementary and detail drawings, or reproductions thereof, signed by the City Engineer, which show the location, character, dimensions and details of the Work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

**Prequalification**

Process for pre-screening contractors.

**Project**

General term encompassing all phases of the Work to be performed under the Contract and is synonymous with the term Improvement or Work.

**Proposal**

See Bid.

**Provide**

When related to an item of Work, the word provide shall be understood to mean furnish and install the Work complete in place.

**Reference Specifications**

Bulletins, standards, rules, methods of analysis or test, codes and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. All such references specified herein refer to the latest edition thereof, including any amendments thereto which are in effect and published at the time of advertising for Bids or of issuing the permit for the project.

**Responsible and Responsive Bidder**

This term denotes a Bidder who has the capability in all respects to perform fully the Contract, and the integrity and reliability which will assure good faith performance and who has submitted a Bid under a competitive sealed Bid which conforms in all respects to the invitation for Bids so that all Bidders may stand on equal footing with respect to method and timeliness of submission and as to the substance of any resulting contract.

**Right-of-Way**

A general term denoting public land, property, or interest therein, acquired for or devoted to a public street, public access or public use.

**Roadway**

That portion of a street and its appurtenances between curbs, gutters, or ditches, primarily used for vehicular traffic.

**Shop Drawings and Submittals**

Supplementary plans or data or other information which the Contract requires the Contractor to submit to the City Engineer.

**Shown**

As used herein, the word shown, or as shown, shall be understood to refer to Work shown on the Plans in the Contract.

**Special Specifications**

Requirements peculiar to the project and changes and modifications of the Standard Specifications.

**Specified**

As used herein, the word specified, or as specified, means as required by the Contract.

**Standard Plans or Drawings**

Details of structures, devices, or instructions adopted by Owner as a standard and referred to in the Contract.

**Standard Specifications**

The terms, directions, provisions and requirements set forth herein.

**Station**

A distance of 100 feet measured horizontally along the established centerline of a street, sewer, or other Work, unless specified otherwise.

**Street**

Any street, avenue, boulevard, alley, lane, bridge, bicycle path, road, public thoroughfare or public way and any land over which a right-of-way has been obtained or granted for any purpose of public travel.

**Subcontractor**

An individual, partnership, firm, corporation, or any combination thereof, to whom the Contractor sublets part of the Contract.

**Substantial Completion**

The Work (or a specified part thereof) has progressed to the point where, in the opinion of the City Engineer, it is sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended.

**Surety**

The corporate body which is bound with and for the Contractor, for the acceptable performance of the Contract, and for his/her payment of all obligations arising out of the Contract.

**Unit Price**

A Contract item of Work providing for payment based on specific unit of measurement; e.g., linear foot or cubic yard.

**Use of Pronoun**

As used herein, the singular shall include the plural, and the plural the singular; any masculine pronoun shall include the feminine or neuter gender; and the term "person" includes natural person or persons, firm, co-partnership, corporation or association, or combination thereof.

**Utility**

Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, owned, operated or maintained in or across a public right-of-way or easement.

**Work**

All material, labor, tools, equipment, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

**Working Day**

Calendar day, any and every day shown on the calendar, excluding Saturdays, Sundays and Legal Holidays.

**101.02 ABBREVIATIONS**

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute ANSI
	American National Standards Institute APWA
	American Public Works Association ASCE
	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforced Steel Institute
DEQ	Department of Environmental Quality
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
ITE	Institute of Traffic Engineers

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NLMA	National Lumber Manufacturer's Association
ORS	Oregon Revised Statutes
OSHA	Occupational Safety and Health Administration
OSHD	Oregon State Highway Division ODOT
	Oregon Department of Transportation PCA
	Portland Cement Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
USASI	United States of America Standards Institute
WWPA	Western Wood Products Association

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**102 INSTRUCTIONS TO BIDDERS**

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**102.01 EEO AFFIRMATIVE ACTION**

Bidders must comply with the City of West Linn's Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents.

**102.02 PREQUALIFICATION OF BIDDERS**

All Bidders must be prequalified. Prequalification shall be by the Oregon Department of Transportation, in the Class of Work "Bridges and Structures." Prequalification must be renewed by September 1 of each year. Bidders shall make application for prequalification on standard forms furnished by ODOT's Procurement Office - Construction, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-6916). Bidders shall return the completed application and fee to the ODOT Procurement Office - Construction. Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class of Work specified herein, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the project was advertised prior to the revocation or revision. The City will consider a Bid from a Bidder whose complete application for prequalification has been received by the ODOT Procurement Office - Construction at least 10 calendar days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as". Evidence of prequalification, including the Class of Work for which the Bidder is prequalified, must accompany the Bid.

(NOTE: No person may engage in any business within the City without first obtaining a City license and paying the fee prescribed pursuant to City of West Linn Code.)

**102.03 FORM OF BID**

- A. Bidders shall enclose the Bid, Bid Bond, certified check or cashier's check, and prequalification certification in a sealed, labeled, and addressed envelope and file as required in the Notice to Contractors. The Bidders shall also enclose a copy of the Contract agreement signed by a representative of the Bidder's organization authorized to bind the Bidder to Contract. The

Contract will only become consummated upon signature by the Owner. A separate signed proposal form is not needed. The outside of the envelope should plainly identify: the Project name and the Bid Opening date.

- B. All Bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bid signed by the Contractor or a duly authorized agent. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternative Bids.
- C. Unless otherwise specified, Bidders shall bid on all Bid Items included in the Bid and the low Bidder shall be determined as noted in Subsection 103.01, AWARD OF CONTRACT. Except as provided herein, Bids which are incomplete, or fail to reply to all items required in the Bid may be rejected.
- D. State whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state his/her position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

#### **102.04 WITHDRAWAL, MODIFICATION OR ALTERATION OF BID**

- A. A Bid may only be withdrawn on written or telegraphic request of the Bidder and received by the Owner prior to the scheduled closing time for filing Bids.
- B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or his/her agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

#### **102.05 LATE BIDS**

Bids received after the scheduled closing time for filing Bids, as set forth in the invitation for Bids will be rejected and returned unopened to the Bidder unless such closing time is extended by Owner.

#### **102.06 BID GUARANTY AND ORGANIZATION**

Unless covered by an annual Bid Bond, filed with the Owner, in an unencumbered amount sufficient to cover all pending Bids, all Bids must be accompanied by a Bid guaranty guaranteeing that the Bid will be irrevocable for sixty (60) days, unless specified otherwise, in the form of a certified check or cashier's check payable to the order of the Owner, or a Bidder's bond in such form as is approved by the City Attorney in an amount of at least ten percent (10%) of the amount of the Bid. Such Bid Guaranty shall be forfeited as liquidated damages if the Bidder shall fail or neglect to furnish a performance bond and insurance, if required, within fifteen (15) days after issuance of the Contract.

#### **102.07 INTERPRETATION OF CONTRACT AND ADDENDA**

- A. If it should appear to a Bidder that the Work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder requests additional information or an interpretation of the Contract, the Bidder may make written inquiry regarding same to the City Engineer at least five (5) days before the scheduled closing time for filing Bids.

- B. If, in the opinion of the City Engineer, additional information or interpretation is required, an addendum will be issued to all known specification holders.
- C. Any addendum or addenda issued by the Owner which may include changes, corrections, additions, interpretations or information, and issued forty-eight (48) hours or more before the scheduled closing time for filing Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all parties who have obtained copies of the Contract Documents from the City of West Linn Engineering Department for the purpose of bidding thereon, but failure of the Bidder to receive or obtain such addenda shall not excuse him from compliance therewith if he is awarded the Contract.
- D. Oral instructions or information concerning the Contract or the project given out by officers, employees or agents of the Owner to prospective Bidders shall not bind the Owner.

**102.08 EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA**

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed Work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.
- B. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the Work.
- C. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of Work to be performed and materials to be furnished, and as to the requirements of the Contract.

**102.09 FAMILIARITY WITH LAWS AND ORDINANCES**

The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the Work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall immediately report it to the Owner in writing.

**102.10 BIDS; SCHEDULE OF VALUES**

- A. The Bid is a lump sum Bid. The Bidder is to bid, and will be bound by, the total Bid price to accomplish in its entirety the Work as contained in these Contract Documents. Any breakdown contained in the Bid may be utilized in negotiating mutually acceptable items of additional Work, should such extra Work be desired.
- B. The Contractor shall submit with his/her Bid, a schedule of values ("Schedule of Values") for the contracted Work, using the form provided. The schedule will provide a breakdown of values for

the contracted Work and will be the basis for progress payments. This schedule shall be used as the basis for reviewing the Contractor's applications for payment.

**102.11 REJECTION OF BIDS**

- A. Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities.
- B. This invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to Bid.

**102.12 CONFLICT OF INTEREST**

A Bidder filing a Bid thereby 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 proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

**102.13 INELIGIBILITY FOR PUBLIC CONTRACTS FOR FAILURE TO PAY PREVAILING RATE OF WAGE**

The Bidder, in submitting the Bid, does thereby certify that the Bidder is not ineligible to receive a contract for a public work, as set forth in ORS 279C.860 and agrees, if awarded a contract, that every Subcontractor will be required to certify compliance thereto, said certification to be filed with the City Engineer prior to such Subcontractor commencing any Work under the contract.

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**103 AWARD AND EXECUTION OF CONTRACT**

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**103.01 AWARD OF CONTRACT**

- A. The award will be made by Owner to the Bidder submitting the lowest, responsible and responsive Bid.
- B. Determination of the lowest Bidder and award are subject to review and determination by the Attorney as to legal sufficiency of any Bid submitted.
- C. Award and tender of Contract, if it be awarded, shall be made within sixty (60) Days, unless otherwise specified, after the date of opening of Bids.

**103.02 EXECUTION OF CONTRACT**

Once the contractual agreement is signed by the City and Notice of Award is provided to the successful Bidder, the Bidder shall furnish a performance bond and other required bonds and insurances satisfactory to the Owner within fifteen (15) days following Notice of Award of the Contract.

**103.03 FAILURE TO EXECUTE CONTRACT**

Failure on the part of the Bidder to whom the Contract is awarded to deliver the required performance bond and other required bonds and insurances as provided for in Subsection 103.02 shall be just cause

for cancellation of the award, withdrawing tender of the Contract and forfeiture of the Bid Guaranty to Owner. The forfeited Bid Guaranty shall become property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible and responsive Bidder, or the Work may be re-advertised, or otherwise, as the Owner may decide.

#### **103.04 RETURN OF BID GUARANTY**

Upon the execution of the Contract and submission by the successful Bidder of the required bonds and insurance certificates, the Bid guaranty shall be returned. The Bidder who is awarded a contract and who fails to promptly submit the bond shall forfeit the Bid guaranty that accompanied the Bid. The Bid guaranty of unsuccessful Bidders will be returned after the Bids have been opened and the Contract has been awarded, and shall not be retained after the Contract has been duly signed. The Owner reserves the right to retain the Bid security of the three (3) lowest Bidders until the award Contract has been signed and returned, and the Bidder has provided the required performance bond.

#### **103.05 TRANSFER OF CONTRACT AND INTERESTS THEREIN**

- A. Excepting Surety assignment under the performance and payment bond, the Contract is not assignable to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transfer or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, nor any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise from the Contract.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the Work in the event Contractor should be in default therein.

#### **103.06 PERFORMANCE AND PAYMENT BOND**

At the time of execution of the Contract, the Contractor shall furnish Performance and Payment Bond or Bonds approved by the Owner and Attorney in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Proposal, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including maintenance, repair and replacement, and all applicable laws and prompt payment, as due, to all persons supplying labor and/or material for prosecution of the Work.

#### **103.07 PROOF OF CARRIAGE OF INSURANCE**

Work shall not commence until all insurance required in the Contract has been obtained and a certificate thereof has been approved by the Attorney. The Contractor shall maintain insurance throughout the life of the Contract which will hold the Owner harmless and shall indemnify Owner for any and all losses to third persons or to the Owner arising out of the operations, including any contingent liability arising therefrom.

#### **103.08 FOREIGN CONTRACTOR**

A foreign Contractor awarded a contract with a price exceeding \$10,000, under provisions of ORS Chapter 279, shall promptly report to the Department of Revenue on forms to be provided by the Oregon Department of Revenue the total contract price, terms of payment, length of contract and such other information as may be required before final payment can be received on the public contract. Final payment shall not be requested until this provision has been accomplished.

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## **104 SCOPE OF WORK**

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### **104.01 PLANS AND SPECIFICATIONS**

The Contract Documents will govern the Work to be done. Anything mentioned in the Specifications and not shown on the Plans and detailed drawings, or shown on the Plans and detailed drawings and not mentioned in the Specifications, shall be of like effect as though shown or mentioned in both. Specifications and Plans referred to in any of the Contract Documents shall be considered as being included in the document in which such reference is made. When a particular Standard Plan or Specification is referred to, such reference shall be to the Standard Plan or Specification which is in force at the time of advertising for Bids. The phrases, "Contractor shall", "Contractor will", etc. may not always be specifically stated in all paragraphs but is considered understood where not specifically stated otherwise.

### **104.02 PRECEDENCE OF CONTRACT DOCUMENTS**

In case of conflict, the order of precedence of the following documents in controlling the Work shall be:

1. Contract
2. Addenda
3. Bid
4. Permits from outside agencies required by law
5. Special Specifications (Provisions)
6. Plans
7. Standard Plans and Standard Details
8. Standard/Technical Specifications

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over Contract Documents listed above.

### **104.03 SHOP DRAWINGS AND OTHER SUBMITTALS**

- A. Plans furnished and included with Specifications indicate the Work proposed and the results that are intended to be accomplished.
- B. Unless otherwise specified, furnish six (6) copies of all layout, detail, shop and working drawings requested by the City Engineer. Shop drawings shall be of sufficient size and scale to clearly show details. After review and approval by the City Engineer, two copies will be returned to the Contractor.
- C. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and that he is satisfied they conform to the Contract Documents.

- D. If any testing is required before any of the Work or related Work is performed, or before products or materials are ordered, and such testing is performed prior to the City Engineer's review, it shall be at the Contractor's risk.
- E. The City Engineer will review all shop drawings, product data and samples and conduct such tests as are required by the Contract Documents within a reasonable time but in no event will the City Engineer be required to complete such review or conduct such tests in less than fourteen (14) days after submission. The City Engineer will return marked-up submittal copies indicating one of the following actions:
1. If review and checking indicate no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and Work may begin immediately on incorporating the material or equipment covered by the submittal into the Work.
  2. If review and checking indicate limited corrections are required, copies will be returned marked "Make Corrections noted," and upon making the corrections noted, Work may begin immediately to incorporate the material or equipment covered by the submittal into the Work.
  3. If review and checking indicate insufficient or incorrect data have been submitted, copies will be returned marked "REVISE AND RESUBMIT." No Work may begin on incorporating the material or equipment covered by this submittal into the Work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."
  4. If review and checking indicate the material or equipment submittal is unacceptable, copies will be returned marked "REJECTED." No Work may begin on incorporating the material or equipment covered by this submittal into the Work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED."
  5. If review and checking indicate additional information is required, copies will be returned marked "SUBMIT SPECIFIED ITEM." Work may begin immediately on incorporating the material or equipment covered by the submittal into the Work, only if it is not affected by the item to be submitted, but such Work is undertaken at the Contractor's risk. If any material or equipment is affected, no Work may begin on incorporating that material or equipment into the Work until it and the submittal are submitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- F. The review by the City Engineer of any shop drawings, product data, samples, construction methods and equipment or other submittals is only for conformance with the general design concept of the project and does not extend to consideration of structural integrity, safety, detailed compliance with Contract requirements, or any other obligation of the Contractor. Any action shown is subject to the requirements of the plans and specifications. The Contractor is responsible for confirming and correlating all dimensions; fabricating and construction techniques; coordinating the entire Work in strict accordance with the Contract Documents. The review does not relieve Contractor from his/her obligation fully to perform all Contract requirements, nor shall such review give rise to any right of action or suit in favor of Contractor or third persons, against the City Engineer or Owner.

#### **104.04 CHANGES IN THE WORK**

- A. Without invalidating the Agreement and without notice to a surety, Owner may, at any time, order additions, deletions or revisions in the Work: these will be authorized by a written Contract modification, a Change Order, or a work directive change.

- B. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- C. At any time the Contractor encounters a changed condition, situation, or direction that he/she believes may result in additional contract time or contract cost, which the Contractor feels is attributable to the Owner, the Contractor must, within one work day, provide notification to the City Engineer. Furthermore, within two work days from first becoming aware or when the individual should have been aware of the changed condition, situation, or direction, the Contractor must provide to the City Engineer a written estimate of the impacts upon project cost and project completion. If the Contractor fails to provide the required notice and estimate of impact in a timely manner as prescribed above, the City shall be not liable for the additional costs or time caused by the changed condition, situation, or direction.
- D. If the Contractor or any of their personnel accepts direction from the City's project manager that they feel is beyond the scope of the Contract and will result in increased cost and/or time to complete the project, the Contractor or authorized personnel shall notify the City's project manager immediately of their belief that the direction is a change and is beyond the scope of the Contract. The City's project manager is not authorized to require additional Work resulting in additional cost to the Contract without proper authorization from City management. If the Work is directed under Force Account, the strict requirements of Section 104.05 shall be required.

#### **104.05 FORCE ACCOUNT WORK**

- A. The Contractor shall perform Work on a force account basis upon written notice by the City Engineer. If the City Engineer determines the Work increases the amount due under the Contract, payment will be made pursuant to Subsection 109.04 A 3 Method 3 FORCE ACCOUNT WORK.
- B. The Contractor must maintain records in such a manner as to provide a clear distinction between direct cost of Work performed on force account basis and costs of all other operations performed in connection with the Contract.
- C. Daily, furnish to the City Engineer signed reports itemizing materials used and setting forth the cost of labor and charges for equipment rental, delineating whether said equipment is Contractor or Subcontractor owned. Provide names, identifications, and classifications of workers, the hourly rate of pay and hours worked, and the size, type, and identification number of equipment and hours of equipment operation.
- D. Substantiate material charges by vendor's invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendor's invoices are not submitted within 30 days after completion of the force account Work the Owner reserves the right to establish the cost of such materials.
- E. The City Engineer will compare his/her records with the reports furnished by the Contractor, make any necessary adjustments, compile the costs of Work paid for on a force account basis and issue a change order covering the Work.

#### **104.06 SALVAGE**

- A. When shown or specified, carefully salvage and stockpile within the construction area all castings, pipe and any discarded facilities, to be disposed of by the Owner.

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## **105 CONTROL OF WORK**

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### **105.01 AUTHORITY OF THE CITY ENGINEER**

- A. The City Engineer will decide all questions which may arise as to quantity, quality, and acceptability of materials furnished and Work performed, the rate of progress of the Work; interpretation of the Plans and Specifications; the measurement of all quantities; and the acceptable fulfillment of the Contract on the part of the Contractor. The City Engineer's estimates, decisions and approval signify favorable opinion and qualified consent; it does not carry with it certification or assurance of completeness, quality or accuracy concerning details. Such approval does not relieve Contractor from responsibility for errors, improper fabrication, improper construction methods, non-conformance to requirements or for deficiencies within control.
- B. It is further understood that all Work to be done under the Contract will not be considered completed until it has passed final inspection by the City Engineer and is accepted by the Owner. It is further understood that the authority of the City Engineer is such that the Contractor shall at all times carry out and fulfill the instructions and directions of the City Engineer insofar as they concern the Work to be done under the Contract.
- C. The City Engineer shall have the authority to order unacceptable Work to be corrected, removed or replaced, and unauthorized Work to be removed and, pending completion of such order, to deduct the estimated cost thereof from any monies due, including retainage, or to become due the Contractor. This authority shall take precedence over any and all requirements of the specifications for payment set forth elsewhere in the specifications.
- D. In the City Engineer's sole discretion, minor defects in the Work may be accepted subject to a reasonable deduction from the Contract price or other credits to the Owner. Such determination by the City Engineer shall be final.
- E. The City Engineer is not authorized to waive any written notice required of the Contractor by the Contract.

### **105.02 AUTHORITY AND DUTIES OF INSPECTORS**

- A. The City Engineer may appoint assistants to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of materials to be used. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the Contract. An Inspector is placed on the Work to keep the City Engineer informed of progress of the Work and the manner in which it is being done. In addition, the Inspector shall call to the attention of Contractor any deviation from the Plans, or Specifications.
- B. An Inspector will not be authorized to approve or accept any portion of the Work or to issue instructions contrary to the Plans and Specifications under this Contract. Furthermore, the Inspector is not authorized to waive any written notices required by the Contract. The Inspector will have authority to reject defective material and to suspend any Work that is being improperly done, subject to final decision by the City Engineer.

### **105.03 RESPONSIBILITY OF CONTRACTOR**

- A. Do all Work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with the Contract. Be obligated to determine and be responsible for the method of construction.
- B. Contractor shall be solely liable for any accident, loss or damage happening to Work referred to in the Contract prior to completion and acceptance thereof.

**105.04 NOTIFICATION OF UTILITIES AND AGENCIES**

- A. Obtain prior approval from the City Engineer for closing or partial closing of any street. Give at least two working days advance notice of such closure to all agencies providing emergency services, including, but not limited to, police, fire and ambulance services. Notification shall include, but not be limited to the time of commencement and completion of Work, names of streets or location of alleys to be closed, or partially closed, schedule of operations and routes of detours where applicable.
- B. When performing Work in streets and easements, whether inside or outside Owner's legal boundaries, notify all of the affected utilities and local agencies about the operations so as to properly coordinate and expedite the Work in such a manner as to cause the least amount of conflict and interference between the operations and those of other agencies.
- C. The Contractor and its Subcontractors must comply with all provisions of ORS 757.541 to 757.571 including notification of all owners of underground facilities at least forty-eight (48) hours but not more than ten (10) business days before beginning Work. Notify the following utilities and agencies in writing at least two working days before commencing any Work on the project:

City of West Linn Operations Department  
Northwest Natural Gas Co.  
Oregon Department of Transportation  
Portland General Electric Co.  
Comcast  
Qwest Communications  
Water Environment Services of Clackamas County

- D. Owner shall relocate or cause to be relocated all privately or publicly owned utility conduits, lines, poles, mains, pipes and such other facilities within the jurisdiction and control of Owner where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. If desirable for specific reasons, or for convenience of field operations, contact the above listed utilities.

**105.05 UTILITIES AND EXISTING IMPROVEMENTS**

- A. Information shown as to location of existing water courses, drains, sewer lines or utility lines is provided for Contractor's information and convenience and is not, in any way, warranted to be accurate by Owner. Contractor shall verify all such information and shall deal with varying conditions at its own expense.
- B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain written permission from and pay any fee required from the Water Authority in whose jurisdiction the Work is being performed prior to using hydrant water.
- C. Provide for the flow of sewers, drains, or water courses interrupted during the progress of the Work, and restore such drains or water courses as approved by the City Engineer, at no additional cost to Owner.

- D. Be responsible for all costs for the repair of any and all damage to any utility, whether previously known or disclosed during the Work, as may be caused by the Work. Maintain in place utilities not shown on the drawings to be relocated or altered by others. If Contractor requires temporary relocation, for his/her convenience or because of his/her method of construction or as a result of site conditions, Contractor shall bear all costs for said temporary relocation. Maintain utilities which have been relocated by others in their relocated positions in order to avoid interference with structures which cross the project Work.
- E. Make excavations and borings ahead of Work, as necessary, to determine the exact location of interfering utilities or underground structures. When this is not feasible or practical or the need for such Work was not foreseen, the utility owners or the Owner shall have the right to enter upon the right-of-way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such Work to be accomplished during the progress of the improvement, at no additional cost to the Owner.
- F. It is understood that there will be interfering utilities, service laterals, and other underground pipes, drains or structures encountered on underground projects that are not shown or are shown incorrectly on the plans and/or have not been previously discovered in the field. Contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, Bidders understand and agree that Work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the plans which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the Contractor agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the Bid and plan of operation.
- G. The City Engineer will require a reasonable amount of time to review and direct performance of design changes necessitated by directly conflicting utilities and/or the utility owners will require a reasonable amount of time to make necessary utility relocations.
- H. The Bidders agree to provide for these conflicts and interferences and agree to provide for a reasonable amount of time for design changes and/or utility relocations due to said interference in the Bid and understand that no additional compensation for interruption of schedule, extended overhead, delay or any other impact claim or ripple effect or any other costs whatsoever or additional time will be made for these conflicts or interferences.

**105.06 SURVEY SERVICE**

- A. Refer to Section 40 of the Special Specifications.

**105.07 PROTECTION OF SURVEY MARKERS**

- A. Refer to Section 40 of the Special Specifications.

**105.08 PROTECTION OF PROPERTY**

- A. Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.
- B. Restore and bear the cost of any public or private improvement, facility, structure, or land and landscaping within the right-of-way or easement which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the Work. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by

repairing, rebuilding, or otherwise effecting restoration thereof, or if this is not feasible, make a suitable settlement with the Owner of the damaged property.

- C. Give reasonable notice to occupants of buildings on property adjacent to the Work to permit the occupants to remove vehicles, trailers and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by Work operations.
- D. Protect all designated trees, lawns and planted areas within the right-of-way or easements. Restore all on-surface disturbed areas, by methods as set forth in the technical specifications. If conditions are such that the method specified cannot be done, provide erosion control surface covering of such quality and quantity as will prevent erosion from occurring, without adverse impacts to the environment, if required by conditions existing at the site, at no additional cost to the Owner.
- E. Review with the City Engineer the location, limits and methods to be used prior to clearing Work. Clearing and grubbing shall be performed in strict compliance with all local, State and Federal laws and requirements pertaining to clearing and burning, and particularly in conformity with the provisions of ORS Chapter 477, and all subsequent amendments, which require, among other things, filing with the State Forester a general description of the right-of-way to be cleared before the start of clearing operations. Obtain the required permit from the State Forester and perform clearing Work in conformance thereto.

#### **105.09 USE OF WORK DURING CONSTRUCTION**

- A. Owner shall have the right to take possession of and use any completed or partially completed portions of the Work. Such use shall not be considered as final acceptance of the Work or portions thereof.
- B. Such action by Owner will not relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by public traffic, action of the elements, Contractor's operations, defective Work, or negligence, or from any other cause, except for injury or damage resulting from Owner's negligence. Contractor will not be required to again clean up such portions of the Work prior to final acceptance, excepting for such clean up as results from Contractor's operations or defective Work. Use of any completed or partially completed portions of the Work does not relieve Contractor from the warranty responsibility nor shall the warranty period commence to run until final completion and acceptance of the Work.

#### **105.10 FURNISHING TEMPORARY SERVICES AND FACILITIES**

Install, furnish and maintain temporary light, power, water and any temporary services or facilities complete with connecting piping, wiring, lamps, and similar equipment during construction of the Work, including testing and start up. Remove temporary facilities upon completion of Work. Obtain all permits and bear all costs in connection with temporary services and facilities. Conform to applicable statutes, rules, codes, and other requirements in the use of these facilities.

#### **105.11 VERBAL AGREEMENTS OR REPRESENTATIONS**

No verbal agreement or conversation by or with any officer, agent or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Any such verbal agreement or conversation is in no way binding upon Owner.

#### **105.12 WATER AND AIR POLLUTION CONTROL**

- A. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal government, City of West Linn Erosion Control Plans, as well as other local Ordinances and Resolutions designed to prevent, control, and abate water and air pollution.
- B. During all phases of the Work, or when directed, protect work sites, storage and disposal areas from washout and erosion, and take precautions to control or abate dust nuisance and air pollution by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering work areas, and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.

**105.13 NOISE**

- A. Conform and comply with applicable noise regulations as established in the City of West Linn Municipal Code 5.487.

**105.14 ACCESS TO THE WORK**

- A. Provide access to the Work for representatives of the Owner, the State of Oregon, the Federal Government, and other entities having jurisdiction in the area.
- B. Allow access to the City Engineer or his/her representatives to all parts of the Work and to plants of manufacturers at all times. Furnish them with every reasonable facility for ascertaining if the Work meets requirements and intent of the Contract.
- C. Maintained access to the transmission main and the catwalk at all times.

**105.15 DEFECTIVE OR UNAUTHORIZED WORK**

- A. All Work which does not conform to the requirements of the Contract shall be considered as unacceptable.
- B. Upon discovery immediately remove unacceptable and defective Work and replace by Work and materials which conform to the Contract. This provision shall have full effect regardless of the fact that the unacceptable Work may have been done or the defective materials used with the full knowledge of the Inspector.

**105.16 WORK IN THE RIGHT OF WAY OR CITY-MANAGED PUBLIC EASEMENT**

Anytime development requires access to Work in the public right-of-way (ROW) or a City-managed public utility easement, the Contractor is required to develop and submit a plan and schedule to the City Engineer for review and approval. This plan must be submitted prior to the commencement of any Work and in sufficient time for a complete review by the Public Works staff. The plan will be in sufficient detail for staff to determine if the plan is complete and functional. The City's Public Works Director/City Engineer will be the final approval authority for the plan. Depending on the complexity and impact, time may be required for discussions with the City Council and/or appropriate neighborhood associations. Once the plan is approved, any deviation must be reviewed for approval by the City Engineer. If the Contractor fails to adhere to the approved plan, the City of West Linn has the right to require immediate restoration of the ROW for the citizens of West Linn. If the Contractor fails to comply with immediate restoration of the ROW, the City of West Linn has the right to restore the ROW at the Contractor's expense.

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## 106 CONTROL OF MATERIALS

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### 106.01 PREFERENCE FOR USE OF OREGON PRODUCTS

Preference may be given to services, articles or materials produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal. These provisions do not apply to Contracts on projects financed wholly or in part by Federal funds.

### 106.02 QUALITY OF WORK

Materials, parts, products and equipment which are to be incorporated into the Work shall be new and shall conform to the Contract Documents.

### 106.03 SAMPLING AND TESTING

- A. Tests of the Work may be made by Owner at any time during construction of the Work or during the production, fabrication, or preparation and use of materials, parts, products and equipment.
- B. Owner reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer.
- C. When such tests of the Work are necessary, as determined by the City Engineer, such tests will be made by and at the expense of Owner unless otherwise specified. Provide such facilities and cooperate as required for collecting and forwarding samples and do not incorporate into the Work until tests have been made and found acceptable. In all cases furnish the required samples without charge and in ample time to permit testing prior to use. Provide safety measures and devices to protect those who take the samples.
- D. In the absence of any reference Specification it shall be understood that materials shall meet the Specifications and requirements of the American Society for Testing and Materials (ASTM), or the American Association of State Highway and Transportation Officials (AASHTO), as directed by the City Engineer. When there is no pertinent coverage under ASTM or AASHTO, the material concerned shall meet Specifications and requirements of applicable Commercial Standards of the Commodity Standards Division of the U.S. Department of Commerce. Lacking such coverage, materials shall meet requirements established by reputable industry for a high-quality product of the kind involved.
- E. All testing shall be performed by the testing laboratory or by the City Engineer or as directed by the City Engineer.
- F. In the event the City Engineer requests tests and the Work fails, the Contractor shall bear all costs for this test and all subsequent testing necessary to meet specified requirements.

### 106.04 CERTIFICATION

The City Engineer in his/her sole discretion may in lieu of any other required sampling and testing accept from Contractor two copies of the manufacturer's certification with respect to the product involved, under conditions set forth as follows:

1. Certification shall state that the named product conforms to Owner's requirements and that representative samples thereof have been sampled and tested as specified.
2. Certification shall either be accompanied with a certified copy of test results, or certify that such test results are on file with the manufacturer and will be furnished to the City Engineer upon request.
3. Certification shall give the name and address of the manufacturer and the testing agency and the date of tests; and shall set forth the means of identification which will permit field determination of the product delivered to the project as being the product covered by the certification.
4. Contractor shall not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.

#### **106.05 INSPECTION BY OTHERS**

Inspection of Work by persons other than representatives of the Owner will not constitute inspection by Owner.

#### **106.06 STORAGE AND PROTECTION OF ITEMS OF WORK**

Stored items to be incorporated into the Work to assure the preservation of their quality and fitness for the Work. Stored items, even though approved before storage, may be re-inspected and are subject to rejection prior to being incorporated into the Work. Stored items shall be located so as to facilitate their prompt inspection.

#### **106.07 TRADE NAMES, EQUALS OR SUBSTITUTIONS**

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment or kinds of material may be specified on the drawings or herein by designating a manufacturer's name and referring to its brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.
- B. Whenever a process is designated or a manufacturer's name, brand or item designation is given or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or equal" follow such name, designation, or description, whether in fact they do so or not. This "or equal" clause is not a warranty, either expressed or implied by Owner that an equal exists.
- C. The Contractor may offer to furnish materials or equipment of equal or better quality and performance other than that specified as a substitute after the Contract is executed. If the Contractor desires to furnish items of equipment by manufacturers other than those specified, he shall secure the approval of the Engineer prior to placing a purchase order. If the offer necessitates changes to or coordination with any other portion of the Work, the data submitted shall include drawings and details showing all such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Acceptance by the City Engineer shall not relieve the Contractor from full responsibility for the efficiency, sufficiency, quality and performance of the substituted material or equipment in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the Contract price and the Contract shall be appropriately modified by Change Order.

- D. If the Bid includes a list of equipment, materials or articles for which Contractor must name the manufacturer at time of submission of the Bid, no substitutions therefore will be permitted.
- E. All materials or equipment of equal or better quality offered by the Contractor for substituting shall be approved by the City Engineer prior to incorporation into the project.
- F. No extras will be allowed the Contractor for any changes required to adopt the substitute equipment. Therefore, the Contractor's proposal for an alternate shall include all costs for any modifications to the drawings, such as structural and foundation changes, additional piping or changes in piping, electrical changes or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment. Approval of alternate equipment by the Engineer before or after bidding does not guarantee or imply that the alternate equipment will fit the design without modifications.

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## **107 LEGAL RELATIONS AND RESPONSIBILITIES**

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### **107.01 LAWS AND REGULATIONS**

- A. Comply with all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of Work. Observe and comply with all such laws, ordinances, regulations, orders and decrees. Protect and indemnify Owner and his/her representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor, his/her Subcontractors, suppliers of materials or services, or others engaged by the Contractor, or their employees.
- B. In addition to those set forth herein, the Statutes of the State of Oregon for public works contracts, Chapter 279, are incorporated by reference into the Contract.

### **107.02 SUBCONTRACTORS**

- A. After Contract award and notice of Contractor-Subcontractor agreements have been submitted, Work shall not be transferred or subcontracted without prior consent of Owner.
- B. Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of Contract with Owner.
- C. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's Work, material or equipment. All Subcontractor's agreements will also provide that they are assignable to the Owner at Owner's option, in the event this agreement is terminated for default of Contractor.

### **107.03 NO WAIVER OF LEGAL RIGHTS**

Owner shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of Work or payment therefore, from showing the true amount and character of Work performed and materials furnished by the Contractor, or from showing that any

such measurement, estimate or certificate is untrue or incorrectly made, or that Work or materials do not conform in fact to the Contract. Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and his/her Sureties such damages as it may sustain by reason of his/her failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by Owner, or by any representative or agent of the Owner, of the whole or any part of the Work, nor any extension of time, nor any possession taken by Owner, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

#### **107.04 OTHER CONTRACTS**

- A. The Owner reserves the right to award other contracts or issue permits for Work that may require coordination with the Work to be performed under this Contract.
- B. When separate contracts or permits are awarded or issued for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.
- C. Mutual Responsibility of Contractors - The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his/her Work with theirs.
- D. If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the City Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's Work as fit proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.
- E. Should the Contractor cause damage to the work or property of any separate contractor which results in a claim against the Owner, and if the claim is not satisfied by Contractor and the separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend if requested such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.
- F. The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work except as otherwise specifically provided in the Contract. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.
- G. If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several contractors as the City Engineer shall determine to be just.

#### **107.05 LIABILITY AND INDEMNIFICATION**

- A. The Contractor shall assume all responsibility for the Work and shall bear all losses and damages directly or indirectly resulting to the Contractor, the Owner, the City Engineer, the Oregon

Department of Transportation, OBEC Consulting Engineers, and their officers, agents, and employees, on account of (a) the character or performance of the Work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever.

- B. The Contractor shall defend, indemnify, and hold harmless the Owner, the Design Engineer, and their officers, agents and employees from all claims, loss, damage, and injury of every kind directly or indirectly arising out of this Contract. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the Owner connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.
- C. The Contractor shall not be liable for, nor be required to defend, or indemnify the Owner or the Design Engineer relative to any claim, loss, damage, or injury resulting solely from acts or omissions by the Owner, the Design Engineer, or their officers, agents or employees. The Contractor shall not be liable for, not be required to defend, or indemnify the Owner or the Design Engineer relating to any claim loss, damage, or injury arising from the use of any maps, drawings, reports, surveys, designs, or specifications furnished by the Owner, Design Engineer, or their officers, agents, or employees.
- D. Any specific duty or liability imposed or assumed by the Contractor, as may be otherwise set forth in the Contract Documents, shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.
- E. The Contractor shall assume all responsibility for the Work.

#### **107.06 INSURANCE**

##### **A. General**

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the Contract price.
2. Prior to execution by the Owner and before commencing Work under this Contract, Contractor shall furnish the City Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

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

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

##### **B. Review and Approval of Insurance**

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

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

1. The Contractor shall provide and shall require all Subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide Work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:
  - a. a carrier-insured employer; or
  - b. a self-insured employer as provided by ORS 656.407.

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

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

2. Evidence of such coverage, including the guaranty or warrant period, shall be filed with the City and maintained for the duration of the Contract.
3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees; the Oregon Department of Transportation and its officers, agents and employees; and OBEC Consulting Engineers and its officers, agents and employees against any liability that may be imposed upon them by reason of the Contractor's or Subcontractor's failure to provide workers' compensation and employers liability coverage.
4. Where Work under this Contract is subject to the Federal Longshoremens' and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

D. General Liability and Automobile Liability

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

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

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

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at Owner's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.
3. The City of West Linn, its officers, agents, and employees, the Oregon Department of Transportation, and OBEC Consulting Engineers shall be named additional insured's in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Owners, Lessees, or Contractors (Form A) or its equivalent.

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

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

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

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

#### E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:
  - a. Refer claim to the Contractor's insurance carrier or claims administrator.
  - b. Contractor's insurer will copy Owner on acknowledgment of claim.
  - c. Contractor's insurer will copy Owner on notice to claimant of disposition of claim.

#### F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the Work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the

City prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing Work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

**107.07 ROYALTIES AND PATENTS**

Pay all royalties and license fees required to perform the Work. Defend and indemnify Owner, from all loss or damage that may result from the Contractor's wrongful or unauthorized use of any patented article or process.

**107.08 PERMITS**

Secure all Municipal, County, State, Federal or other permits or licenses, necessary or incident to performance of the Work under this Contract. Comply with all permit requirements pertaining to the project.

**107.09 COMPLIANCE WITH OREGON REVISED STATUTES CHAPTER 279 (Public Contracts)**

A. Comply, and require all Subcontractors to comply with the cities public contracting requirements, the requirements of the applicable State statutes, and be subject to the applicable liabilities provided in Oregon Revised Statutes Chapter 279 (Public Contracts), such as, but not limited to, the statutes that are numbered and referenced, and incorporated herein by an abbreviated subject matter, and listed below and the statutes required to be set forth as conditions in public contracts, which follows:

**LIST:**

- |    |                         |  |
|----|-------------------------|--|
| 1. | <i>ORS<br/>279C.375</i> | Preferences for Oregon goods and services; non-resident bidders  |
| 2. | <i>ORS<br/>279C.540</i> | Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules  |
| 3. | <i>ORS<br/>279C.840</i> | Payment of prevailing rate of wage; posting of rates and fringe benefit plan provisions.   |
| 4. | <i>ORS<br/>279C.845</i> | Certified statements regarding payment of prevailing rates of wage; retainage.   |
| 5. | <i>ORS<br/>279C.850</i> | Inspection to determine whether prevailing rate of wage being paid; civil action for failure to pay prevailing rate of wage or overtime. |
| 6. | <i>ORS<br/>279C.855</i> | Liability for violations.  |
| 7. | <i>ORS<br/>279C.555</i> | Withholding of retainage.  |

B. The statutes required as conditions in public contracts are as follows:

1. **279A.120 – Preferences for Oregon goods and services; non-resident bidders.**

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(2) For the purposes of awarding a public contract, a contracting agency shall:

(a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and

(b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

(3) 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 to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

(4) The Oregon Department of Administrative Services on or before January 1 of each year shall publish a list of states that give preference to in-state bidders with the percent increase applied in each state. A contracting agency may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

## **2. 279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.**

(1) Every public improvement contract shall contain a condition that the contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place.

## **3. 279C.515 – Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.**

(1) Every public improvement contract shall contain a clause or condition 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 the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 the contractor by reason of the contract.

(2) Every public improvement contract shall contain a clause or condition that, if the contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract shall contain a clause or condition that, if the contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

#### **4. 279C.520 – Condition concerning hours of labor.**

(1) Every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as defined in ORS 279C.100, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An

employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

## **5. 279C.525 – Provisions relating to environmental and natural resources laws and rules; remedies.**

(1) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. If the successful bidder awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the public improvement contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the contracting agency may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use nonagency forces already under contract with the contracting agency;
- (d) Require that the underlying property owner be responsible for cleanup;
- (e) Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of this chapter; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

(2) In addition to the obligation imposed under subsection (1) of this section to refer to federal, state and local agencies with ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources, a solicitation document must also make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under subsection (1) of this section.

(3) If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under subsection (1) of this section, the successful bidder shall immediately give notice of the condition to the contracting agency.

(4) Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered

and described in subsection (3) of this section without written direction from the contracting agency.

(5) Upon request by the contracting agency, the successful bidder shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution.

(6) Within a reasonable period of time following delivery of an estimate under subsection (5) of this section, the contracting agency may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use nonagency forces already under contract with the contracting agency;
- (d) Require that the underlying property owner be responsible for cleanup;
- (e) Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of this chapter; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

(7) (a) If the contracting agency chooses to terminate the contract under subsection (1)(a) or (6)(a) of this section, the successful bidder shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The contracting agency shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

(b) If the contracting agency causes work to be done by another contractor under subsection (1)(c) or (e) or (6)(c) or (e) of this section, the initial contractor may not be held liable for actions or omissions of the other contractor.

(c) The change order under subsection (1)(f) or (6)(f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The contracting agency shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

(8) Notwithstanding subsections (1) to (7) of this section, a contracting agency:

(a) May allocate all or a portion of the known environmental and natural resource risks to a contractor by listing such environmental and natural resource risks with specificity in the solicitation documents; and

(b) In a local improvement district, may allocate all or a portion of the known and unknown environmental and natural resource risks to a contractor by so stating in the solicitation documents

## **6. 279C.530 – Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public improvement contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract subject to this chapter shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**7. 279C.830 – Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; fee; bond.**

(1) (a) Except as provided in paragraph (d) of this subsection, the specifications for every contract for public works shall contain a provision stating the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency is required under paragraph (a) of this subsection to include the state and federal prevailing rates of wage in the specifications, the public agency also shall include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

(c) Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(d) A public works project described in ORS 279C.800 (6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for any contract for the public works shall include the applicable prevailing rate of wage.

(2) The specifications for every contract for public works between a public agency and a contractor shall contain a provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The contract shall contain a provision that the fee shall be paid to the commissioner under the administrative rule of the commissioner.

(3) The specifications for every contract for public works shall contain a provision stating that the contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

(a) To have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) To include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

**107.10 LABOR**

Upon notification in writing from the City Engineer, remove immediately from the job for its duration any laborer, workman, mechanic, foreman, superintendent, or other person employed who is found to be

incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his/her Work properly or acceptably.

Comply with provisions of Owner's Equal Opportunity Policy and to Chapter 659, Oregon Revised Statutes relative to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, or national origin. Particular reference is made to ORS 659.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, or national origin of any individual, to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

#### **107.11 OVERTIME**

- A. In addition to the requirement set forth in Specification 107.09 (ORS 279C.520), Contractor shall notify the City Engineer of any overtime operations as soon as possible. The Contractor must provide documentation to the City Engineer's satisfaction justifying the overtime Work.
- B. In the event that the Contractor wishes to proceed with an overtime operation, the Contractor must first notify and obtain approval from the City Engineer to do so, prior to commencing such Work.
- C. For overtime Work requested by the Contractor, the Contractor shall pay the applicable wage rate for the City Engineer's Inspector, engineering and operations personnel, and other staff required at the project during the overtime hours.
- D. This section does not apply to labor performed in the manufacture or fabrication of any material ordered by the Contractor or manufactured or fabricated in any plant or place other than the place where the main Contract is to be performed.

#### **107.12 SAFETY**

- A. Employee Safety:

The Contractor shall at all times be responsible for the safety of his/her employees and his/her Subcontractor's employees. The Contractor shall maintain the job site and perform the Work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to Work and which complies with the Owner's written safety regulations, if any.

Conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, provide necessary flag persons and install and maintain means of reasonable access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property. Private residential driveways shall be closed only with approval of the City Engineer or specific permission of the property owner. Do not interfere with normal operation of public transit vehicles unless otherwise authorized. Do not obstruct or interfere with travel over any public street or sidewalk without approval. At all times provide open trenches and excavations with secured and adequate barricades or fences of an approved type which can be seen from a reasonable distance. Close up or plate all open excavations at the end of each working day in all street areas unless approved otherwise by the City Engineer and in all other areas when it is reasonably required for public safety or as directed by the City Engineer. At night, mark all open Work and obstructions by lights. Install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. Observe all safety instructions received from the City Engineer or governmental authorities, but

following of such instructions shall not relieve Contractor from its responsibility or liability for accidents to workers or damage or injury to person or property.

B. Public Safety and Convenience:

The Contractor shall at all times conduct his/her Work so as to insure the least possible obstruction to traffic and convenience to the general public and residents in the vicinity of the Work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City Engineer and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. The Contractor will minimize inconvenience to others due to mud and dust.

C. Safety Program:

The Contractor shall adopt a written safety program complying with the requirements of employee and public safety set forth hereinabove and as described in the Special Conditions. The Safety Program shall also comply with O.A.R. Chapter 437, Division 3, Rules 1926.20 through 1926.32 regarding general safety and health provisions.

**107.13 RIGHTS-OF-WAY, EASEMENTS, AND PREMISES**

- A. Confine construction activities within property lines, right-of-way, limits of easements and limits of construction permits as shown or specified in the Contract Documents unless arrangements are made with owner(s) of adjacent private property. If additional space or property is needed to accommodate Contractor's method for construction of the Work or for the convenience of the Contractor, Contractor shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified boundaries, file with the City Engineer written permission from the property owner(s).
- B. Do not unreasonably encumber the specified Work areas with materials and equipment. Obtain and bear the costs of permits for special occupancy and use of the specified Work areas from the proper agencies. Comply with all requirements regarding signs, advertisements, fires and smoking.

**107.14 EIGHTEEN (18) MONTH MAINTENANCE AND WARRANTY**

- A. In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the City Engineer and at no cost to Owner, any and all defects, breaks, or failures of the Work occurring within eighteen months following the date of substantial completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his/her duties and obligations under this Contract when such defects or damage occur within the warranty period. The eighteen month maintenance period required shall, with relation to such required repair, be extended two years from the date of completion of such repair.
- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City Engineer, delay would cause serious loss or damage, repairs may be made without notice being

given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

- C. In addition to provisions A and B above, City of West Linn waterline facilities installed by the Contractor under this Contract that require repair or replacement during the two-year maintenance period shall be repaired by the Owner or under the direction of the Owner and the Contractor and Contractor's surety shall be liable for all expenses incurred.

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## **108 PROSECUTION AND PROGRESS OF WORK**

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### **108.01 CONTRACTOR'S CONSTRUCTION SCHEDULE**

Within thirty (30) days of Contract award or one (1) week in advance of starting Work, whichever is earlier, SUBMIT FOR WRITTEN APPROVAL a proposed construction schedule to the City Engineer. Contractor may not commence Work until construction schedule is approved by the City Engineer.

If it is desirable to carry on operations in more than one location simultaneously, submit a schedule for each location at least one (1) week in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by Owner, immediately resubmit a schedule that conforms as approved. Contractor shall not commence Work until schedule is approved by the City Engineer.

The schedule shall show the proposed order of Work and indicate the time required for completion of the major items of Work. This working schedule shall take into account the passage and handling of traffic with the least practicable interference therewith and the orderly, timely and efficient prosecution of Work. It will also be used as an indication of the sequence of the major construction operations and as a check on the progress of Work.

### **108.02 PRECONSTRUCTION CONFERENCE**

Attend a preconstruction conference, if requested, at a time, prior to start of Work, designated by the City Engineer. Comply with information and instructions provided at the preconstruction conference as recorded in the minutes of the meeting.

### **108.03 NOTICE TO PROCEED**

- A. Unless stated otherwise in the Special Specifications, written Notice to Proceed will be given by the City Engineer within thirty (30) days after the Performance and Payment Bond and all required insurances have been filed with and approved by the Owner and the Contract has been executed. Do not commence Work under the Contract until such written notice has been given.
- B. Notice to proceed may be delayed up to an additional thirty (30) days (for a total of sixty (60) days) from date of Contract by the City Engineer if, in the City Engineer's opinion, necessary easements or permits have not been obtained, or required utility relocation, construction, or reconstruction has not been completed or has not progressed to a degree that will allow initial Contract Work to commence.
- C. Commence Work within ten (10) working days after the date of the Notice to Proceed, or such other date as may be fixed by the Notice to Proceed, which date shall establish the date for

commencement of the Contract time. Notify the City Engineer forty-eight (48) hours in advance of the time and place Work will be started.

#### **108.04 CONTRACT TIME**

- A. Time shall be considered the essence of the Contract.
- B. Upon commencement of Work, Contractor shall provide adequate labor, materials, and equipment, and Work shall be performed vigorously and continuously in accordance with a schedule which will ensure completion within the specified time limit. Failure to diligently pursue the Work may jeopardize additional Contract time.

#### **108.05 SUSPENSION OF WORK**

- A. If the Work is suspended for convenience: Temporarily suspend Work on the Project wholly or in part for convenience of Owner as directed by the City Engineer. In the event of such suspension, the City Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three (3) days notice. Work shall be resumed within five (5) days after notice has been given by the City Engineer to Contractor to do so. The City Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse Contractor for necessary rental of unused equipment, services of watch persons, and other unavoidable expenses accruing by reason of the suspension, as stipulated in Section 108.05 (E), Delays and Extensions of Time.
- B. If Work is suspended by the City Engineer: Immediately suspend Work on the project, wholly or in part, as directed by the City Engineer, for reasonable periods of time as the City Engineer may deem necessary, when conditions are unsuitable for satisfactory performance of the Work. The Owner shall allow the Contractor an extension of time for completion corresponding to the total period of suspension, but the Contractor shall not be entitled to reimbursement for any costs or damages arising under this clause.
- C. If Work is suspended for cause: Immediately suspend Work on the Project wholly or in part as directed by the City Engineer for such periods as the City Engineer may deem necessary due to: (1) failure to correct unsafe conditions for working personnel, the general public, or Owner's employees, (2) failure to immediately correct defective and unacceptable Work in accordance with Subsection 105.15, (3) failure to carry out provisions of the Contract Documents, or (4) failure to carry out orders or directives.
- D. Voluntary suspension by Contractor: There shall be no voluntary suspension or slowing of operations without the prior written approval of the City Engineer and such approval shall not relieve Contractor from the responsibility to complete the Contract Work within the prescribed Contract time. Should operations be discontinued, Contractor shall notify, in writing, the City Engineer at least twenty-four (24) hours in advance of resuming operations.
- E. Responsibilities of Contractor:
  - 1. At the commencement of and during any suspension of Work, protect all Work performed to prevent any damage or deterioration of the Work. Provide temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though the Work had been continuous and without interferences.
  - 2. Bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the Work during suspension unless the suspension was for convenience.

- F. In all cases of suspension, except voluntary suspension by Contractor, Work will be resumed only upon written order of the City Engineer or Owner.

**108.06 DELAYS AND EXTENSIONS OF TIME**

- A. If the Contractor is significantly delayed due to court orders enjoining the prosecution of this Project, unavoidable strikes, Acts of God, unusual and extraordinary action of the elements that are of such severity to stop all progress of the Work, or act or neglect of Owner not authorized by the Contract, the Contractor shall, within forty-eight (48) hours of the start of the occurrence, give notice to the City Engineer of the cause of the potential delay and estimate the possible time extension involved. Within ten (10) days after the cause of the delay has been remedied the Contractor shall give notice to the City Engineer of any actual time extension requested as a result of the aforementioned occurrence in accordance with Section 109.05 Claims and Notice.
- B. No extension of time will be considered for weather conditions normal to the area and time of year in which the Work is being performed. Delays in delivery of equipment or material purchased by the Contractor or his/her Subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay, when timely ordering would have made the equipment available. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. Extensions of time will be considered for delayed delivery of Owner specified equipment "without equal".
- C. Within a reasonable period after the Contractor submits to the City Engineer a written request for an extension of time the City Engineer will make the decision on each request, for City Manager approval.
- D. An adjustment of Contract time as herein provided shall be the Contractor's sole remedy for any delay in completion of the project arising from causes beyond the control of the Contractor, except for unreasonable delay caused by acts or omissions of the Owner or persons acting therefore. In no event shall the Contractor be entitled to collect or recover any damages, loss or expense incurred by reason of such delay, except for an unreasonable delay caused by acts or omissions of the Owner or persons acting therefore. However, if Contractor is delayed due solely to a breach by Owner, Contractor will be entitled to recover damages limited to reimbursement for necessary rental of unused equipment, services of watch persons, documented direct overhead costs, documented direct unavoidable expenses accruing by reason of the suspension, plus fifteen percent (15%) of the foregoing damages to cover normal Contractor profit. Contractor shall not be entitled to indirect costs or any other damages arising out of the delay, including but not limited to, interruption of schedules, or any other impact claim or ripple effect. If a delay is caused by Owner and Contractor (joint delay), Contractor shall be entitled to a time extension only, by reason of such joint delay.

**108.07 LIQUIDATED DAMAGES**

- A. Time shall be considered the essence of the Contract. If Contractor fails to complete the project or to deliver the supplies or perform the services within the time specified in the Contract or any extension thereof by Owner, the actual damage to Owner for the delay will be substantial but will be difficult or impractical to determine.
- B. It is therefore agreed that Contractor will pay to Owner, not as a penalty but as liquidated damages, the per diem amount, as set forth in the following given Schedule of Liquidated Damages or modification thereof as given in the Special Provisions for each and every calendar day elapsed in excess of the Contract time or the final adjusted Contract time applicable to the Work required under the Contract.

**SCHEDULE OF LIQUIDATED DAMAGES**

Original Amount of Contract		Per Diem Amount of Liquidated Damages	
For More Than	To and Including	Calendar Day*	Working Day
\$ 0	\$ 25,000	\$ 40	\$ 55
25,000	50,000	65	85
50,000	100,000	110	150
100,000	500,000	150	210
500,000	1,000,000	225	315
1,000,000	2,000,000	300	420
2,000,000	5,000,000	450	630

\* Calendar day amounts are applicable when the contract time is expressed on the calendar day, calendar workday or fixed date basis.

- C. Permitting Contractor to continue and finish the Work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of Owner or any of its rights under the Contract.
- D. Payment of liquidated damages shall not release Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of Owner's right to collect any additional damages which may be sustained by failure of Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of Contractor to complete the Work on time.

**108.08 CONTRACTOR'S REPRESENTATIVE**

- A. Designate, in writing before starting Work, an authorized representative who shall have complete authority to represent and to act for Contractor, in all directions given by the City Engineer. Contractor, or its authorized representative shall supervise the Work, and shall be present on site continually during its progress.
- B. If Contractor or its authorized representative is not present, directions may be given by the City Engineer or his/her authorized representative to the workers and such order shall be received and followed. Any direction will be confirmed in writing upon request from the Contractor.
- C. Keep a complete copy of the Plans and Specifications on or near the site at all times.

**108.09 CONFLICTS, ERRORS, OMISSIONS, AND ADDITIONAL DRAWINGS**

Check and compare all Plans and Specifications prior to construction and notify the City Engineer of any discrepancies or omissions in order to permit correction by the City Engineer. Coordination of Plans and Specifications is intended. Furnish labor and materials as required for the Work. Should any Work or materials be reasonably required or intended for carrying the project to completion which are omitted on the Plans and Specifications, furnish same as fully as if particularly delineated or described. The intent of the Plans and Specifications is to show and describe a complete project within the limits stated. Dimensions shown on Plans shall be followed, rather than scale measurements. Whenever it appears that the Plans are not sufficiently detailed or explicit, the City Engineer may furnish additional detail drawings or written instructions and Contractor shall perform the Work in accordance with the additional details or instructions.

**108.10 OWNER'S RIGHT TO DO WORK**

Failure or refusal to comply with any of the terms or conditions of the Contract will permit Owner to supply or correct any deficiency or defect or take other appropriate action without prejudice to any other remedy. Such action by Owner shall be taken only after seven (7) days notice by the City Engineer to Contractor and his/her Surety, unless in the judgment of the City Engineer an emergency or danger to the Work or to the public exists, in which event action of Owner as set forth above may be taken without any notice whatsoever. The cost of such action by Owner shall be deducted from the payment then or thereafter due Contractor. Pay Owner any costs in excess of such payment due.

#### **108.11 TERMINATION FOR DEFAULT**

- A. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of insolvency, or if he should refuse to or fail to supply enough properly skilled workers or proper materials for the efficient prosecution of the Project, disregard laws, ordinances or the instructions of the City Engineer, or otherwise be in violation of any provision of the Contract, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the premises and of all materials, tools and appliances thereon as well as all other materials whether on the premises or not, on which the Contractor has received partial payment and finish the Work by whatever method it may deem expedient.
- B. In the event action as above indicated is taken by the Owner, the Contractor, or its Surety, shall provide the City Engineer with immediate and peaceful possession of all of the materials, tools and appliances located on the premises as well as all other materials whether on the premises or not, on which the Contractor has received any progress payment. Upon termination, in the event that the Surety does not complete the Contract, at the election of the Owner, Contractor shall assign any and all Subcontractors and material contracts to Owner or Owner's designee. Further, the Contractor shall not be entitled to receive any further payment until the Work is completed. On completion of the Work, determination shall be made by the City Engineer of the total amount the Contractor would have been entitled to receive for the Work, under the terms of the Contract, had Contractor completed the Work. If the difference between said total amount and the sum of all amounts previously paid to the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the Work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the Surety. If, instead, the expense incurred by the Owner exceeds the unpaid balance, the amount of the excess shall be paid to the Owner by the Contractor or his/her Surety. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the City Engineer.
- C. In addition to and apart from the above-mentioned right of the Owner to terminate the employment of the Contractor, the Contract may be canceled at the election of the Owner for any willful failure or refusal on the part of the Contractor to faithfully perform the Contract according to all of its terms and conditions; provided, however, that in the event the Owner should cancel the Contract, neither the Contractor nor its Surety shall be relieved from damages or losses suffered by the Owner on account of the Contractor's breach of Contract.
- D. The Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that its invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the Contract.

- E. None of the foregoing provisions shall be construed to require Owner to complete the Work, not to waive or in any way limit or modify the provisions of the Contract relating to the fixed and liquidated damages suffered by Owner on account of failure to complete the Project within the time prescribed.

**108.12 TERMINATION IN THE PUBLIC INTEREST**

- A. It is hereby agreed that the Owner has the right to terminate the Contract in whole or in part when it is considered to be in the public interest.
- B. In the event the Contract is terminated as being in the public interest the Contractor shall be entitled to a reasonable amount of compensation for preparatory Work and for all costs and expenses arising out of the termination excluding lost profits.

The amount to be paid to the Contractor:

1. Shall be determined on the basis of the Contract price in the case of any fully completed separate item or portion of the Work for which there is a separate or unit Contract price; and
2. In respect to any other Work, the Contractor will be paid a percent of the Contract price equal to the percentage of the Work completed.

***\*END OF DIVISION\****

**DIVISION TWO - GENERAL TECHNICAL REQUIREMENTS**

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**201 MOBILIZATION**

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201.01	DESCRIPTION.....	60
201.02	MATERIALS.....	60
201.03	CONSTRUCTION .....	60
201.03.01	GENERAL.....	60

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**202 TEMPORARY TRAFFIC CONTROL**

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202.01	DESCRIPTION.....	60
202.02	MATERIALS.....	60
202.02.01	UNIFORM TRAFFIC CONTROL DEVICES.....	60
202.03	CONSTRUCTION .....	61
202.03.01	GENERAL.....	61
202.03.02	TRAFFIC CONTROL WITHIN THE PROJECT .....	61
202.03.03	CONSTRUCTION AND MAINTENANCE OF DETOURS.....	61
202.03.04	FLAGGING REQUIREMENTS .....	61
202.03.05	DUST CONTROL .....	62

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**201 MOBILIZATION**  
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**201.01 DESCRIPTION**

This section covers, but is not limited to, Work necessary to obtain all bonds, insurance, licenses, and permits; move in personnel and equipment; set up all offices, buildings, and facilities; provide all required light, power, and water; install project information signs if required; prepare for construction complete; demobilize, including removal of all facilities and clean up; and all other Work to successfully complete the project which is not covered in other Bid items.

**201.02 MATERIALS**

Provide all materials required to accomplish the Work as specified.

**201.03 CONSTRUCTION**

**201.03.01 General**

Set up construction facilities in a neat and orderly manner within designated or approved work area. Provide for an acceptable material and equipment storage area. Supply all labor and equipment necessary to accomplish the Work as specified. Conform to applicable requirements of Section 105 of GENERAL REQUIREMENTS, including, but not limited to, (1) required notifications, (2) protection of surveying monuments and other markers, (3) temporary traffic control, (4) temporary utility connections, (5) protection of property, (6) water and air pollution, and (7) noise.

\*\*\*\*\*  
**202 TEMPORARY TRAFFIC CONTROL**  
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**202.01 DESCRIPTION**

This section covers all Work necessary to conduct construction operations so as to offer the least possible obstruction and inconvenience to the public and to protect pedestrian and vehicular traffic.

**202.02 MATERIALS**

**202.02.01 Uniform Traffic Control Devices**

Provide barricades, signs, and traffic control devices built in conformance with the Manual on Uniform Traffic Control Devices (current edition), published by the U.S. Department of Transportation, and the Oregon supplements to the Manual published by the Oregon Department of Transportation.

**202.03 CONSTRUCTION**

**202.03.01 General**

Use flag persons and provide and maintain such signs, barricades, warning lights, and other traffic control devices in conformance with the manuals referenced in Subsection 202.02.01. Adequately warn the public at all times of existing conditions on all streets affected by work operation.

Patrol the construction area at least twice daily and reset all disturbed signs and traffic control devices immediately. Remove or cover non applicable signs when not needed. Prior to closing or partial closing of any street, conform to Subsection 105.04 NOTIFICATION OF UTILITIES AND AGENCIES.

### **202.03.02 Traffic Control Within the Project**

Formulate and submit a traffic control plan and a work schedule to minimize the disruption of traffic. Plan shall be submitted at the pre-construction conference. If no conference is held, plan shall be submitted at least 10 days in advance of beginning Work. Obtain approval of plan and schedule from the City Engineer before commencing Work. Allow traffic to pass through the Work with as little inconvenience and delay as possible.

The traffic control plan shall contain a complete signing plan for semi-permanent and portable signs, barricades, and other traffic controls, provisions to keep the signs or devices current with the construction activities and the illumination of all detours and obstructions during hours of darkness. Be responsible for furnishing, installing, and maintaining all traffic control devices. Maintain these devices at all times including non-working hours.

Provide approved access to private properties at all times, except during stages of construction when it is impractical to perform construction and maintain access to private property simultaneously, as determined by the City Engineer. When access is to be denied notify occupants of affected properties at least 24 hours in advance.

When, in the judgment of the City Engineer, vehicular parking is a hazard to through traffic or to the Work, furnish and place NO PARKING signs on any street which is directly involved in the construction Work.

Only one intersection may be closed at a time without prior approval by the City Engineer. The Contractor shall notify Police and Fire departments in the jurisdiction of the closing and opening of streets. Pedestrian detours shall not exceed one block in length and all foot bridges shall be provided with adequate handrails.

### **202.03.03 Construction and Maintenance of Detours**

Construct and maintain temporary detours for protection of the Work and the safe passage of traffic around work area.

Conform to requirements for detours in Subsection 107.12 of the Safety Requirements.

### **202.03.04 Flagging Requirements**

The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times on highways, roads or streets affected by work operations. In addition, the Contractor shall also provide all necessary ODOT certified flag persons and guards necessary to warn and protect the public. Each flagger on duty shall wear an orange or yellow colored hard hat and an orange colored or fluorescent red-orange or fluorescent yellow-orange colored vest and shall be equipped with a highly visible, reflectorized

"Stop-Slow" hand sign conforming to current standards for daylight use; and with illuminated stand area, of high visibility for night use.

**202.03.05 Dust Control**

Contractor shall be responsible for maintaining adequate dust control during and after construction and prior to acceptance by the Owner. The Contractor shall apply a fine spray of water or other approved dust palliative to unpaved surfaces. Paved surfaces shall be broomed with power brooms (i.e., street sweepers) to control dust.

**CITY OF WEST LINN**

**Abernethy Bridge Transmission Pipeline Improvements  
Project  
Project No. PW-08-04**

***SPECIAL SPECIFICATIONS***

1. General Information

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

There shall be no excavation on this Project.

Contact the Utility Notification Center, phone: 800 332-2344, before performing any Work on the bridge.

The Contractor shall be responsible for identifying all utility lines located within the construction limits of the bridge, and for repairing all damage to such lines caused by the Contractor's operations.

The construction drawings are to be considered a part of these specifications bound herein. The Contractor shall be responsible for all damage to utility lines located within the construction limits. Construction of the facilities shown in the plans and specifications for this project shall be in conformance with established good construction practices, any permit conditions, the City of West Linn Public Works Design and Construction Standards, the Oregon Standard Specifications for Construction (2008), the current versions of the Uniform Building Code, Uniform Plumbing Code, Oregon State Plumbing Specialty Code, Oregon State Health Division Rules and Standards, Oregon State Department of Environmental Quality Rules and Standards, and product manufacturers' recommended procedures. Where any of these rules or standards is in conflict with one another, the City Engineer shall determine which rules or standards shall govern.

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

2. Measurement and Payment

Payment for this lump sum Contract shall be as set forth in the Bidder's proposal and shall include, but is not limited to, providing all materials, labor, and equipment necessary to perform the Work listed herein. Work shall be performed in accordance with the appropriate sections of the standard specifications, special specifications, standard details, and construction plans except as modified herein. Contractor shall provide a lump sum cost breakdown of all project Work elements as part of the Bid documents.

3. Contractor's Notification Responsibility Prior To Beginning Work

It is the Contractor's responsibility to notify the City's Project Manager and ODOT District 2A ( ph: 503-229-5002) twenty-four (24) hours prior to beginning Work on any portion of this project. It is also

understood that it is the Contractor's responsibility to notify residents within the project vicinity at least twenty-four (24) hours prior to beginning Work.

The Contractor shall notify the City's Project Manager, public safety, garbage pickup, emergency services (ambulance, and fire services) and the school bus supervisor of street closures at least twenty-four (24) hours in advance of the closure. Temporary street closures must have received prior approval from the City Engineer before being effected.

4. Limit on Working Hours

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

Monday through Friday - 7:00 am to 7:00 pm,  
Saturday – 9:00 am to 5:00 pm,  
Sunday - no Work is permitted

5. Responsibility of the Public Agency (City of West Linn)

Advertise and accept Bids for the project, award, administer the Contract and inspect the project for compliance with specifications, and provide payment upon completion.

6. Contractor's Responsibility

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

7. Guarantee Period

The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Contract for a period of **eighteen (18) months** after the date of final acceptance of the Work by the Owner and further agrees to indemnify and save the Owner harmless from any cost encountered in remedying such defects. Further, if defective materials or workmanship is corrected during the warranty period, a new eighteen (18) month period for that corrected portion of the Work will commence upon acceptance of the corrected Work by the City.

8. Contractor Responsible For Payment of Overtime Inspections

It is understood that for Work completed by the Contractor at his/her election and for his/her convenience and in excess of 8 hours per day or more than 40 hours in any week that requires city inspection, the Contractor shall pay all costs incurred by the city for providing inspection personnel to the job site including but not limited to hourly wage and benefits.

9. Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith, unless commenced within **eighteen (18) months of the final**

acceptance of the project and commencement of the initial warranty period. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

10. Compliance with Oregon Revised Statutes

The Contractor must comply with all of the Oregon Revised Statutes for Public Works contracts. The Contractor is specifically reminded that ORS 279C.375 requires a bond. The Contractor shall execute and deliver on the provided form a good and sufficient bond, approved by the City, in a sum equal to the Contract price for the faithful performance of the Contract.

11. Payment to Laborers and Suppliers, Contributions to SAIF, Liens and Withholding Taxes as Required by ORS 279C.505:

The Contractor shall:

- A) Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the Work provided for in such contract.
- B) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or Subcontractor incurred in the performance of the contract.
- C) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
- D) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E) Provide certification of payment of materials or other documentation as required by the City that all laborers, suppliers, and other persons have been duly paid as required before the final payment will be released.
- F) If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
- G) If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- H) The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

12. Payment of Claims as Required by ORS 279C.515:

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

13. Hours of Labor as Required by ORS 279C.520

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

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

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

15. Payment of Minimum Wage Rate as Required by ORS 279C.855

The Contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime Contractor, Subcontractors, or other persons doing or contracting to do the whole or any part of the Work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.815 are hereby incorporated into these Specifications. The Contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201. When a Contractor or Subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

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

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

16. Preference for Materials & Supplies Manufactured from Recycled Materials as Required by ORS 279A.125

As required by ORS 279A.125, the City shall give preference to Bids that utilize recycled material. The Bidder is reminded of ORS 279A.125 which states "A contracting agency shall give preference to goods that are certified to be made from recycled materials if: (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable nonrecycled product; and (d) The recycled product's costs do not exceed the costs of nonrecycled products by more than five percent, or a higher percentage if a written determination is made by the contracting agency."

17. Worker's Compensation Insurance as Required by ORS 656.017

The Contractor, its Subcontractors, and all employers working under this project subject to the Oregon Workers Compensation Law, shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Evidence of Contractor compliance with this requirement shall be submitted and approved by the Owner prior to payment.

18. OSHA

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

19. Construction Sequencing

Construction sequencing requirements for this Contract is as follows:

The Contractor shall propose a plan of work that is acceptable to the City Project Manager, and update the plan as necessary to remain current and responsive throughout the project. The plan shall include provisions for completing the project as shown on the plans and as required in the advertisement for Bid and project information sheet.

20. Code Requirements

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

- A. Oregon Structural Specialty Code
- B. International Building Code
- C. Uniform Mechanical Code
- D. Uniform Plumbing Code
- E. National Electric Code
- F. National Electric Safety Code
- G. Oregon State Department of Labor and Industries
- H. City of West Linn
- I. Oregon Standard Specifications for Construction (2008)

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

21. Coordination With Other Contractors and With Owner

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

22. Access to Work

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

23. Site Investigation and Physical Data

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

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

No geotechnical information is provided as part of the Contract Documents.

24. Temporary Utilities for Construction Purposes

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

25. Field Service by Manufacturer's Representative

The Contractor will be required to furnish the services of a manufacturer's or material's representative for all major equipment and materials furnished by the Contractor or Owner under this Contract, to check, place in operation and test the installation, and train operating personnel. The manufacturer's representative shall be qualified and authorized to perform repairs and maintenance on the equipment. The above gives a general scope of the services desired from the manufacturer's representative. It will be the responsibility of the Contractor and the equipment manufacturer to determine detailed requirements. Costs for services of the manufacturer's representative shall be included in the proposal of the Contractor. The operator training mentioned above shall include sufficient time during the Contractor's operation and testing period to fully explain to the operating personnel the features of the equipment and maintenance thereof.

26. Construction Within Public Rights-of-Way

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

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

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

#### 27. Construction Within Private Easements

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

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

#### 28. Private Roads and Driveways

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

#### 29. Traffic Control and Protection

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

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

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

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

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

30. Limits of the Work and Storage of Spoils

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

31. Field Changes, Alignment and Grade

Changes of alignment and grade shall be made during the course of Work in order to avoid interference with unforeseen obstructions. All costs for minor field changes of alignment and grade shall be borne by the Contractor. The Engineer will endeavor to make prompt decisions on such matters. Contractor shall anticipate a minimum of 72 hours for any decision requiring significant piping change.

32. Protection of Existing Structures and Work

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

33. Salvage and Debris

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

34. Submittals

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

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

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

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

35. Utility Properties and Service

In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations

shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

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

36. Sanitary Facilities

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

37. Street Cleanup

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

38. Vehicle Parking

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

39. Record Drawings

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

40. Surveys

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

41. Erosion and Sedimentation Control

Temporary construction site erosion control measures shall be designed and constructed in accordance with City of West Linn Standards and per the Contract plans. The Contractor shall

submit for approval an erosion and sedimentation control plan to the City of West Linn. Work shall not commence until the approved Erosion and Sedimentation Control Plan is obtained from the City.

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

During construction, and until permanent vegetation or other ground covering is established, the erosion control facilities shall be upgraded as needed for unexpected storm events or site conditions and with the purpose of retaining sediment and sediment-laden water on the construction site.

#### 42. Interferences, Obstructions and Sewer Crossings

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

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

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

#### 43. Storage and Protection of Equipment and Materials

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

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

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

- B. No equipment and/or materials shall be stored outside the immediate work area on public right-of-ways, in the following locations, or in the following manner:
1. In any maintained landscaped or lawn area.
  2. In a manner that would totally eliminate an individual residents' street parking.
  3. In front of any business.

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

44. Competent Person Designation

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

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

45. Emergency Maintenance Supervisor

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

46. Use of Explosives

The use of explosives is prohibited on this project.

47. Protective Coatings for Steel Pipe Exterior

PART 1 - GENERAL

1-1. SCOPE. This section covers field applied protective coatings, including surface preparation, protection of surfaces, inspection, and other appurtenant Work for equipment and surfaces designated to be coated with heavy-duty maintenance coatings. Regardless of the number of coats previously applied, at least two field coats in addition to any shop coats or field prime coats shall be applied to all surfaces unless otherwise specified.

1-1.01. Location of the Work. This section covers vertically-oriented pipeline expansion joints at bridge ends, as shown or noted on the plans.

1-2. GENERAL. Cleaning, surface preparation, coating application, and thickness shall be as specified herein and shall meet or exceed the coating manufacturer's recommendations. When the manufacturer's minimum recommendations exceed the specified requirements, Contractor shall comply with the manufacturer's minimum recommendations. When equivalent products are acceptable to the City Engineer, Contractor shall comply with this specification and the coating manufacturer's recommendations.

1-2.01. Governing Standards. All cleaning, surface preparation, coating application, thickness, testing, and coating materials (where available) shall be in accordance with the referenced standards of the following AWWA, ANSI, NACE, SSPC, NSF, and ASTM.

1-2.02. Delivery and Storage. All coating products shall be received and stored in accordance with the coating manufacturer's recommendations.

1-2.03. Coatings, Painting, and Linings Covered in Other Sections. Not used

1-3. SUBMITTALS. Contractor shall submit color cards for all coatings proposed for use, together with complete descriptive specifications and the completed Coating System Data Sheets, to the City Engineer for review and color selection. Requests for review submitted directly to the City Engineer by coating suppliers will not be considered.

When the proposed products will be in contact with treated or raw water in potable water treatment facilities, Contractor shall submit certifications that the proposed systems are in compliance with ANSI/NSF 61.

Contractor shall submit a Coating System Data Sheet for each separately identified surface in the Coating Schedule that will be used in the project, using the appropriate Coating System Data Sheet forms (Figures 1-09940 and 2-09940) at the end of this section. Each field coating system shall be acceptable to the coating material manufacturer. Each Coating System Data Sheet shall include application temperature limits including recoat time requirements for the ambient conditions at the site, including temperatures up to 130°F [54°C]. Temperature requirements shall be specified by the coating manufacturer.

The manufacturer's standard colors will be acceptable for all coatings.

PART 2 - PRODUCTS

2-1. ACCEPTABLE MANUFACTURERS.

2-1.01. Alternative Manufacturers. In addition to the coatings listed herein, equivalent products other manufacturers may also be acceptable.

2-1.02. Equivalent Coatings. Whenever a coating is specified by the name of a proprietary product or of a particular manufacturer or vendor, it shall be understood as establishing the desired type and quality of coating. Other manufacturers' coatings will be accepted, provided that sufficient information is submitted to enable the City Engineer to determine that the proposed coatings are equivalent to those named. Information on proposed coatings shall be submitted for review in accordance with the Submittals section. Requests for review of equivalency will be accepted only from Contractor, and will be considered only after the Contract has been awarded.

2-2. MATERIALS. All coatings shall be delivered to the job in original, unopened containers, with labels intact. Coatings shall be stored indoors and shall be protected against freezing. No adulterant, unauthorized thinner, or other material not included in the coating formulation shall be added to the coating for any purpose.

All coatings shall conform to the air quality regulations applicable at the location of use. Coating materials that cannot be guaranteed by the manufacturer to conform, whether or not specified by product designation, shall not be used.

The coatings specified have been selected on the basis of the manufacturer's statement that the VOC content of the product is 2.8 lbs per gallon [335 g/L] or less; however, it shall be the Contractor's responsibility to use only coating materials that are in compliance with the requirements of all regulatory agencies. Local regulations may require some coatings to have a lower VOC content than specified herein. The coatings specified may meet the VOC limits in the un-thinned (as shipped) condition, but may exceed the limits if thinned according to the manufacturer's recommendations. In such case, the coatings shall not be thinned beyond the 2.8 lbs per gallon [335 g/L] limit, and if the product cannot be thinned to suit the application method or

temperature limits, another manufacturer's coating shall be used, subject to acceptance by the City Engineer.

Contractor shall be responsible for ensuring the compatibility of field coatings with each other or with any previously applied coatings. Coatings used in successive field coats shall be produced by the same manufacturer. The first field coat over shop coated or previously coated surfaces shall cause no wrinkling, lifting, or other damage to underlying coats.

All coatings used on surfaces that will be in contact with potable or treated water shall be certified as being in compliance with ANSI/NSF 61. Coatings that cannot be so certified, whether or not specified by manufacturer and by product designation, shall not be used.

#### 2-2.01 Primer.

Universal Primer	Ameron "Amercoat 385 Epoxy", Carboline "Rustbond", ICI Devoe "Devran 224HS" Tnemec "Series 27 F.C. Typoxy", or Sherwin-Williams "Macropoxy 646".
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#### 2-2.02. Intermediate Coating.

Epoxy Enamel	Ameron "Amercoat 385 Epoxy", Carboline "Carboguard 890", ICI Devoe Devran "224HS", Tnemec "Series N69 Hi-Build Epoxoline II", or Sherwin- Williams "Macropoxy 646".
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#### 2-2.02. Finish Coating.

Aliphatic Polyurethane	Ameron "Amercoat 450H", Carboline "Carbothane 134HG", ICI Devoe "Devthane 379H" Tnemec "Series 1074 Endura-Shield II", or Sherwin- Williams "Acrolon 218HS".
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### PART 3 – EXECUTION

3-1. SURFACE PREPARATION. All surfaces to be coated shall be clean, dry and free of rust and surface oxide, and shall meet the recommendations of the coating manufacturer for surface preparation. Freshly coated surfaces shall be protected from dust and other contaminants. Oil and grease shall be completely removed by use of solvents or detergents before mechanical cleaning is started. The gloss on previously coated surfaces shall be dulled if necessary for proper adhesion of topcoats.

3-1.01. Conditions. Prior to surface preparation and any painting, the pipeline shall be isolated and drained of all water. The ends of the coupling where gasket may be exposed or accessible shall be protected.

3-1.02. Steel Pipe and Coupling. The existing painted ferrous metal surfaces shall be prepared for coating by using power tools (SSPC-SP3); or hand tools (SSPC-SP2). Oil and grease shall be completely removed in accordance with SSPC-SP1 before beginning any other cleaning method. Surfaces of welds shall be scraped and ground as necessary to remove all slag and weld spatter. Tools which produce excessive roughness shall not be used.

The cleaning methods and surface profiles specified herein are minimums, and if the requirements printed in the coating manufacturer's data sheets exceed the limits specified, the value printed on the data sheets shall become the minimum requirement.

3-2. MIXING AND THINNING. Coating shall be thoroughly mixed each time any is withdrawn from the container. Coating containers shall be kept tightly closed except while coating is being withdrawn.

Coating shall be factory mixed to proper consistency and viscosity for hot weather application without thinning. Thinning will be permitted only as necessary to obtain recommended coverage at lower application temperatures. In no case shall the wet film thickness of applied coating be reduced, by addition of coating thinner or otherwise, below the thickness recommended by the coating manufacturer. Thinning shall be done in compliance with all applicable air quality regulations.

3-3. APPLICATION. Coating shall be applied in a neat manner that will produce an even film of uniform and proper thickness, with finished surfaces free of runs, sags, ridges, laps, and brush marks. Each coat shall be thoroughly dry and hard before the next coat is applied. In no case shall coating be applied at a rate of coverage greater than the maximum rate recommended by the coating manufacturer.

Coating failures will not be accepted and shall be entirely removed down to the substrate and the surface recoated. Failures include but are not limited to sags, checking, cracking, teardrops, fat edges, fisheyes, or delamination.

3-3.01. Priming. Edges, corners, crevices, welds, and bolts shall be given a brush coat (stripe coat) of primer before application of the primer coat. The stripe coat shall be applied by a brush and worked in both directions. Special attention shall be given to filling all crevices with coating.

3-3.02. Epoxy Enamel. When used, epoxy enamel shall be applied in accordance with the coating manufacturer's recommendations, including temperature limitations and protection from sunlight until top-coated.

When applying high build epoxy coatings with a roller or brush and where a dry film thickness of at least 4-6 mils [100-150  $\mu\text{m}$ ] per coat is required, two or more coats shall be applied to achieve the recommended dry film thickness equal to a spray applied coating.

3-3.03. Film Thickness. The total coating film thickness including intermediate coats and finish coat, shall be not less than the following:

<u>Type of Coating</u>	<u>Minimum Dry Film Thickness</u>
Epoxy enamel Surfaces with first coat of epoxy enamel and final coat of aliphatic polyurethane	7 mils [175 $\mu\text{m}$ ] (5 mils [125 $\mu\text{m}$ ] DFT for epoxy plus 2 mils [50 $\mu\text{m}$ ] DFT for aliphatic polyurethane).

3-3.04. Weather Conditions. Coatings shall not be applied, except under shelter, during wet, damp, or foggy weather, or when windblown dust, dirt, debris, or insects will collect on freshly applied coating.

Coatings shall not be applied at temperatures lower than the minimum temperature recommended by the coating manufacturer, or to metal surfaces such as tanks or pipe containing cold water, regardless of the air temperature, when metal conditions are likely to cause condensation. When necessary for proper application, a temporary enclosure shall be erected and kept heated until the coating has fully cured.

Coatings shall not be applied at temperatures higher than the maximum temperature recommended by the coating manufacturer. Where coatings are applied during periods of elevated ambient temperatures, Contractor and the coatings manufacturer shall be jointly responsible to ensure that proper application is performed including adherence to all re-coat window requirements. Precautions shall be taken to reduce the temperature of the surface application, especially for metal, at elevated temperatures above 100°F [38°C] including shading application area from direct sunlight, applying coating in the evening or at night, and ventilating the area to reduce the humidity and temperature,

3-4. REPAIRING FACTORY FINISHED SURFACES. Not used

3-5. PROTECTION OF SURFACES. Throughout the Work Contractor shall use drop cloths, masking tape, and other suitable measures to protect adjacent surfaces. Contractor shall be responsible for correcting and repairing any damage resulting from its or its Subcontractors' operations. Coatings spilled or spattered on adjacent surfaces which are not being coated at the time shall be immediately removed.

3-6. FIELD QUALITY CONTROL. The following inspection and testing shall be performed: surface profile, visual inspection, and wet and dry film thickness testing. All inspection and testing shall be paid for by CONTRACTOR and witnessed by the City Engineer.

3-6.01. Surface Profile Testing. Not used.

3-6.02. Visual Inspection. The surface of the protective coatings shall be visually inspected.

3.6.03. Film Thickness. Coating film thickness shall be verified by measuring the film thickness of each coat as it is applied and the dry film thickness of the entire system. Wet film thickness shall be measured with a gauge that will measure the wet film thickness within an accuracy of ±0.5 mil [12.5 µm]. Dry film thickness shall be measured in accordance with SSPC-PA 2.

***The following articles 48 through 53 are modifications to the Oregon Standard Specifications for Construction, 2008 (the "Standard Specifications"). Terms used are defined in subsection 00110.20 of the Standard Specifications.***

**48. Section 00220 – Accommodations for Public Traffic**

Comply with Section 00225 of the Standard Specifications modified as follows:

**00220.00 Scope** – Replace this paragraph with the following:

This work consists of maintaining facilities to accommodate public traffic on all State highways within the project area or affected by the Contractor's activities for the life of the Contract. Public traffic includes, motor vehicles, bicycles and pedestrians.

Accommodations for public traffic on non-State highways and streets shall be performed in accordance with section 202.03.02 of the General Technical Requirements and article 29 "Traffic Control and Protection" of the Special Specifications.

**00220.40(e) Lane Restrictions** - Replace the paragraph that begins "Do not close any..." with the following paragraph:

Do not close any traffic lanes on, or perform work on or from, East Portland Freeway (I-205).

### **Section 00225 – Temporary Protection and Direction of Traffic**

Comply with Section 00225 of the Standard Specifications modified as follows:

49. **00225.00 Scope** – Replace this paragraph with the following:

This work consists of providing temporary traffic control measures (TCM) and furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices (TCD) on all State highways within the project area or affected by the Contractor's activities, according to the standard drawings, the traffic control plan (TCP) for the Project, these Specifications, or as directed.

Traffic control on non-State highways and streets shall be performed in accordance with section 202.03.02 of the General Technical Requirements and article 29, Traffic Control and Protection, of the Special Specifications.

**00225.05 Contractor Traffic Control Plan** – Replace the second sentence of this subsection with the following:

The City will not provide a Traffic Control Plan. The Contractor shall submit the following:

**00225.80 Measurement** - Method "C" is in effect for this project. The work of this Section will not be measured.

**00225.90 Payment** - Replace this subsection with the following:

There will be no separate payment for the work of this Section.

Delete subsections **00225.91** through **00225.99**, inclusive, in their entirety.

50. **Section 00290 - Environmental Protection**

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.20(c-3) Reuse, Recycle, and Dispose of Materials** - Replace the sentence that begins "Waste materials become..." with the following sentence:

No waste generated on the Project, except for wastes that are reusable and recyclable during the period of the Contract, become the property of the Contractor.

Replace the bullet that begins "Reuse demolition..." with the following bullet:

- Reuse demolition debris.

**00290.20(d) Hazardous Waste Management** - In the paragraph that begins "In addition to current Laws...", replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

**00290.20(g) Spills and Releases** - Replace the lead-in paragraph that begins "In the event...", with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

Add the following subsection:

**00290.36(c) Avoid Nesting** - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit to the City Engineer a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70

Add the following subsection:

**00290.42 Work Containment Plan and System** - A work containment plan (WCP) and a work containment system (WCS) are required on this Project for over-water activities.

Develop and submit to the City Engineer a WCP for approval at least 28 Calendar Days prior to mobilization for over-water activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (property, sensitive cultural or natural resources, Regulated Work Areas, or other features identified by City Engineer) related to Contractor operations.

Before developing the WCP, meet with City Engineer to review the Contractor's activities that require a WCP and WCS and to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Project Manager at least 10 Calendar Days before beginning WCS construction activities.

The Owner reserves the right to stop work and require the Contractor to change the WCP methods and equipment before any additional Contract work, at no additional cost to the Owner, if and when, in the opinion of the City Engineer, that such methods jeopardize the safety of traffic, the integrity of the new structure, damage protected features, or destroy aquatic life or habitat in a Regulated Work Area.

Provide a WCP and a WCS according to the following:

**(a) Work Containment Plan (WCP)** - The WCP shall identify the prevention of delivery of construction debris, material or other contaminants to protected features, caused by the Contractor's construction operations including but not limited to mobilization, construction, maintenance, and demolition. Implement the WCP as approved. The WCP shall:

- Include relevant construction, operation, or demolition activities.
- Describe a work containment system to provide complete containment measures that prevent construction waste, debris, rubble (for example: dust, concrete debris and saw cutting by-products, welding slag, and grindings) and work materials from damaging protected features.
- Not require any tree removal, clearing, or grubbing, unless approved by the Project Manager.
- Prohibit the use of treated timber over the water.
- Prohibit the use of concrete form release agents over the water.
- Prohibit fueling within 150 feet of the water.
- Require the WCS to be fire retardant or resistant to fire from welding slag, torch operation or any sparks from the Work.
- Require the WCS to be weather resistant.
- Require that the work area be cleaned at the end of every work day.

**(b) Work Containment System (WCS)** - The WCS shall consist of a containment system that is in place before over-water work begins, as described in the WCP. Design the containment system for not less than the system self-weight plus 25 psf live loading, or system self-weight plus debris weight plus removal equipment weight, or load combinations. Debris weight includes the possibility of any construction material load imposed on the containment system.

The WCS shall show specific attention to the need for special care in demolition work. Provide all required shoring, bracing, barricades, fencing, and other devices that may be required, and exercise all necessary precautions to fully protect pedestrian, vehicular, and navigation traffic, and to minimize disturbance to protected features and to prevent damage to the new bridge or other structures.

The WCS shall be designed and stamped by a registered Professional Engineer. Include all load assumptions and calculations and submit stamped working drawings to the City Engineer according to 00150.35.

**00290.90 Payment** – Replace this subsection with the following:

There will be no separate payment for the work of this Section.

51. **Section 00535 - Resin Bonded Anchor Systems**

Comply with Section 00535 of the Standard Specifications modified as follows:

**00535.90 Payment** - Replace this subsection with the following:

There will be no separate payment for the work of this Section.

52. **Section 00560 - Structural Steel Bridges**

Comply with Section 00560 of the Standard Specifications modified as follows:

**00560.80 Measurement** - Replace this subsection with the following:

The work of this Section will not be measured.

**00560.90 Payment** - Replace this subsection with the following:

There will be no separate payment for the work of this Section.

53. **Section 00582 - Bridge Bearings**

Comply with Section 00582 of the Standard Specifications modified as follows:

**00582.80 Measurement** - Replace this subsection with the following:

The work of this Section will not be measured.

**00582.90 Payment** - Replace this subsection with the following:

There will be no separate payment for the work of this Section.

## **BID PROPOSAL**

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**PROPOSAL CHECKLIST**  
**Abernethy Bridge Transmission Pipeline Improvements**  
**Project**  
**Project No. PW-08-04**

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

**PROPOSAL**

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

**PROJECT NOTES:**

Workers Comp Insurance  
Inspector overtime payments  
Prevailing Wage Rate

**QUESTIONS?**

Contact: **Dennis Wright - (503) 722-5514**

**BIDS DUE:** 2:00PM, Thursday, December 4, 2008  
Submit to Dennis Wright, Engineering Division  
**City Hall, 22500 Salamo Road, West Linn, OR 97068**

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**CONTRACT AGREEMENT  
CITY OF WEST LINN**

**Abernethy Bridge Transmission Pipeline Improvements  
Project  
Project No. PW-08-04**

This agreement is between the City of West Linn (Owner), Oregon, and \_\_\_\_\_ (Contractor).

1. The Contractor was awarded the Bid for the Abernethy Bridge Transmission Pipeline Improvements Project No. PW-08-04 after a public bidding process in compliance with ORS Chapter 279.
2. In addition to this Agreement, the full Contract between the Owner and Contractor includes the Proposal Documents for the Project, the Contract Documents for the Project, and the Standard Construction Documents for Capital Improvement Projects (collectively, the "Documents"), all of which are incorporated into this Agreement by this reference. The Documents and this Agreement shall be referred to collectively as the "Contract". In the event of an inconsistency, provisions in this Agreement shall prevail over any provision in the Documents, and the provisions in the Contract Documents for the Project shall prevail over the Proposal Documents and the Standard Construction Documents. Before submitting a Bid, Contractor has made a careful examination of the Documents and became fully informed as to the quality and quantity of materials and the character of the Work required and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. Owner is not responsible for any loss or unanticipated costs that may be suffered by Contractor as a result of Contractor's failure to acquire full information as to all conditions pertaining to the Work to be performed. No oral agreements or representations have been made or relied on in connection with this Contract.
3. Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work required for the completion of the Project, in strict compliance with the Contract.
4. Owner shall pay Contractor the amount of \$\_\_\_\_\_ as full payment for Contractor's performance of the Contract, in accordance with the provisions, including the progress payment provisions, of the Documents.
5. Work on the project shall be completed no later than ninety (90) days following Notice to Proceed. In addition, Work in and on the bridge must be completed within a single, continuous 30-day period. In the event that the Work is not completed on time, Contractor agrees to pay Owner liquidated damages as provided in Section 108.07 of the Standard Construction Documents. Contractor agrees that the liquidated damage amounts set out in Section 108.07 of the Standard Construction Documents are reasonable estimates of the damages resulting from delay of this Project and that it would be difficult or impractical to accurately calculate actual damages.
6. Contractor agrees to contractually bind every Subcontractor to the terms set forth in this Agreement and the Documents.
7. Each worker in each trade or occupation employed in the performance of this Agreement by Contractor or any Subcontractor shall be paid not less than the applicable prevailing rate of wages. Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870.
8. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half (1.5 times base pay) for all time in excess of 8

hours a day or 40 hours a week in any week when the work week is five consecutive days, for all time in excess of 10 hours a day or 40 hours a week in any week when the work week is four consecutive days, and for all Saturdays and legal holidays specified in ORS 279C.540.

9. All Work shall be done under the general supervision of the City Project Manager, under authority of the City Engineer, who shall have the authority to inspect all Work on the project at any time. The City Engineer shall decide any and all questions, which may arise as to the quality and acceptability of materials, furnished, Work performed, rate of progress of Work, interpretation of drawings and specifications, and all questions concerning the acceptable fulfillment of the Contract by Contractor.
10. Contractor is an independent contractor and is not an officer, employee or agent of Owner as those terms are used in ORS 30.265. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from federal Social Security, unemployment insurance, workers' compensation, or the Public Employees' Retirement System, as a result of these Contract payments.
11. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations including ORS 279A.110. Contractor shall maintain valid all required licenses and certificates required by law.
12. This Agreement shall inure to the benefit of and be binding on Owner and Contractor and their partners, successors, assigns and legal representatives. Neither Owner nor Contractor may assign, sell, or transfer any interest or obligation under the Contract without the express written consent of the other party. No written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract. Contractor shall remain liable as between the original parties as if no assignment had occurred. Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the Project.
13. All disputes relating to or arising from this Contract, the works to be performed under this Contract, or the negotiations leading to this Contract, shall be submitted to binding arbitration by a single arbitrator, using the rules of the Arbitration Service of Portland or similar rules. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs at arbitration, at trial, and on appeal.
14. If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid.
15. The Contract shall be effective when executed by both parties.
16. Each person signing below represents that he or she has the authority to sign this agreement and to fully bind the principal.

**PROJECT BID ITEMS**

**SCHEDULE OF PRICES**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1.	Lump Sum Price for Transmission Pipeline Improvement	1	L.S.	\$ _____ (numeral)	
<b>TOTAL: \$</b> _____ (in writing)				\$ _____ (numeral)	

### Schedule of Values

The following schedule of values is required to be submitted for the purpose of providing a breakdown of values for the contracted Work and will be the basis for progress payments. This schedule will be used as the basis for reviewing the Contractor's applications for payment.

This Schedule of Values will not be used to compare Bids, which will be evaluated solely on the basis of the single lump sum submitted on the Schedule of Prices.

A Bid not accompanied by this Schedule of Values may be rejected as non-responsive.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
10	Mobilization	ALL	L.S.	\$ _____	\$ _____
20	Pipe Support Cross Braces	4,500	Pound	\$ _____	\$ _____
30	Re-Establish Inclined Braces And Connections	224	Each	\$ _____	\$ _____
40	New Saddle Rod	1	Each	\$ _____	\$ _____
50	Typical Coupling Debris Shields	48	Each	\$ _____	\$ _____
60	Large Coupling Debris Shields	5	Each	\$ _____	\$ _____
70	Re-center Flexible Coupling	1	Each	\$ _____	\$ _____
80	Replace Existing Coupling Stops	98	Each	\$ _____	\$ _____
90	Engaging Existing Coupling Stops	98	Each	\$ _____	\$ _____
100	Prepare and Coat Couplings at Bridge Ends	2	Each	\$ _____	\$ _____

**RECYCLED MATERIALS**

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

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**RESIDENT BIDDER STATUS**

Is the Bidder a resident bidder, as defined in ORS 279C.375? \_\_\_\_\_

**Contractor's LICENSE NUMBER**

List Contractor's License Number: \_\_\_\_\_

Tax I.D. : \_\_\_\_\_

**BONDING INFORMATION**

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

\_\_\_\_\_ whose address is:

\_\_\_\_\_ The name of the Bidder who is submitting this Proposal is:

\_\_\_\_\_ doing business at:

\_\_\_\_\_, which is the address where the Contract and all communications concerned with this proposal shall be sent.

Owner: CITY OF WEST LINN, AN OREGON MUNICIPALITY

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

Contractor:

If Sole Proprietor or Partnership:

In witness hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Name of Corporation

BY: \_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Secretary

THREE YEAR EXPERIENCE RECORD

**Recent projects first**

#1 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

#2 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

#3 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attach additional sheets if needed.

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**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**PROJECT NAME:** Abernethy Bridge Transmission Pipeline Improvements Project

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE:** December 4, 2008 at 4:00 PM

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

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

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

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

Form submitted by (Bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_

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**BID BOND**  
**Abernethy Bridge Transmission Pipeline Improvements**  
**Project**  
**Project No. PW-08-04**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ ,  
hereinafter called the Principal, and

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

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

\_\_\_\_\_ Dollars

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

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

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## ATTACHMENTS

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## **INSURANCE REQUIREMENTS**

Project Name: Abernethy Bridge Transmission Pipeline Improvements Project

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

### **107.06 INSURANCE**

#### **A. General**

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the Contract price.
2. Prior to execution by the Owner and before commencing Work under this Contract, Contractor shall furnish the City Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

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

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

#### **B. Review and Approval of Insurance**

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

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

1. The Contractor shall provide and shall require all Subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide Work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:
  - a. a carrier-insured employer; or
  - b. a self-insured employer as provided by ORS 656.407.

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

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

2. Evidence of such coverage, including the guaranty or warrant period, shall be filed with the City and maintained for the duration of the Contract.
3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees; the Oregon Department of Transportation and its officers, agents and employees; and OBEC Consulting Engineers and its officers, agents and employees against any liability that may be imposed upon them by reason of the Contractor's or Subcontractor's failure to provide workers' compensation and employers liability coverage.
4. Where Work under this Contract is subject to the Federal Longshoremens' and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

#### D. General Liability and Automobile Liability

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

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

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

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at Owner's option, be cause for immediate termination of the Contract.

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

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

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

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

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

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

#### E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:
  - a. Refer claim to the Contractor's insurance carrier or claims administrator.
  - b. Contractor's insurer will copy Owner on acknowledgment of claim.
  - c. Contractor's insurer will copy Owner on notice to claimant of disposition of claim.

#### F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the Work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the City prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing Work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

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**BOLI**

**Attached is the BOLI documentation effective at the time of this project advertisement. The City has made a good faith attempt to include the full document as required for this contract solicitation; however, it remains the bidder's responsibility to ensure that the BOLI information it relies upon in preparation of its bid is complete and up-to-date. BOLI information may be obtained on the State website at this address:**

**[www.oregon.gov/boli](http://www.oregon.gov/boli).**

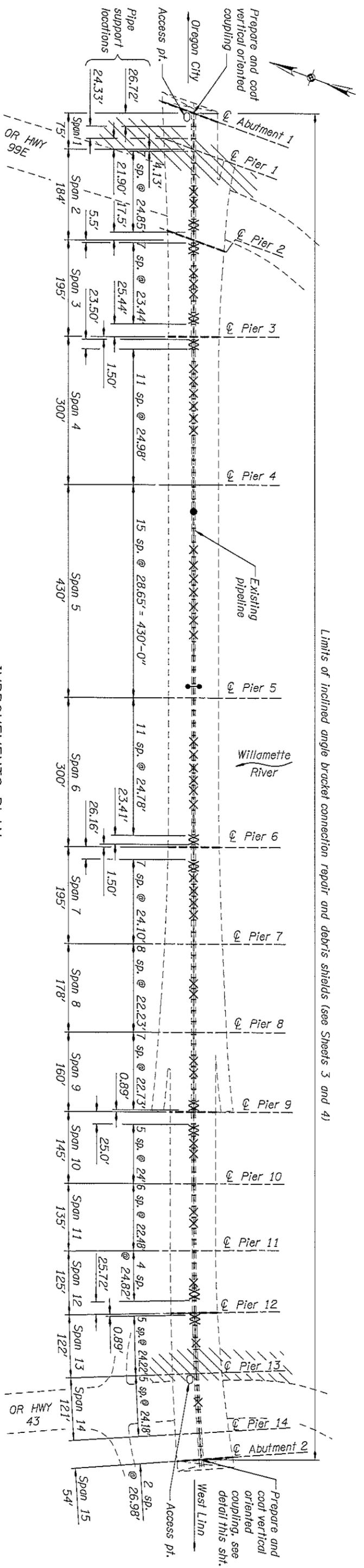
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## PROJECT PLANS

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Limits of inclined angle bracket connection repair and debris shields (see Sheets 3 and 4)

**IMPROVEMENTS PLAN**

No Scale

**Legend:**

- XX = Double cross braces (10 places, 4 rods each, see Sheet 3)
- X = Single cross brace locations (39 places, 2 rods each, see Sheet 3)
- = Bridge deck expansion joint above
- = Re-center flexible coupling (1 place, see Sheet 5)
- = Replace missing saddle rod (1 place, see Sheet 2)
- ∩ = Contractor staging area (Verify, OR HWY 43 area may not be available).

**General Notes:**

All materials and workmanship shall conform to the 2008 Oregon Standard Specifications for Construction and the Special Provisions.

Seismic design is based on International Building Code (IBC) empirical design method.

Oregon law requires the rules set forth in OAR 952-001-0010 through 952-001-0090, adopted by the Oregon Utility Notification Center, to be observed. Copies of these rules may be obtained from the Center.

Provide mechanical structural concrete anchors (Jillitt HSL-3 (hot dip galvanized, or approved equal) for inclined angle brace repairs as required. Patch all existing unused holes in vicinity of concrete anchors with dry pack grout (estimated quantity 40). Use a reinforcement locator to locate existing reinforcement prior to drilling concrete anchors. Avoid existing reinforcement during drilling. Hole depth will be as required to develop the specified ultimate pullout capacity, but not less than the minimum embedment specified or as shown on the Plans. If the typical anchor system above is not adequate and after approval by Engineer, use resin bonded anchors and fill void around loose existing mechanical anchors with dry pack grout from ODOT's QPL (Qualified Products List).

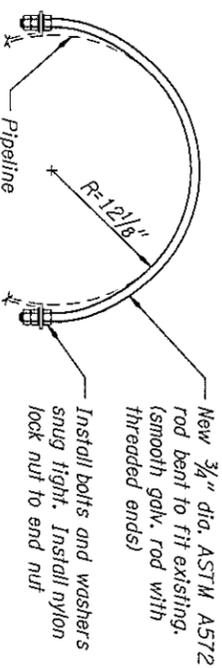
Steel construction shall conform to the latest edition of AISC Manual of Steel Construction and the Specifications.

Structural steel shapes, bars, plates, fasteners, and sheets indicated on drawings shall be hot dip galvanized after fabrication or aluminum per specifications.

Structural steels as shown on the Plans shall conform to ASTM A36 unless shown otherwise. Bolts shall conform to the requirements of ASTM Specification A307 unless noted or shown otherwise and shall be hot-dip galvanized.

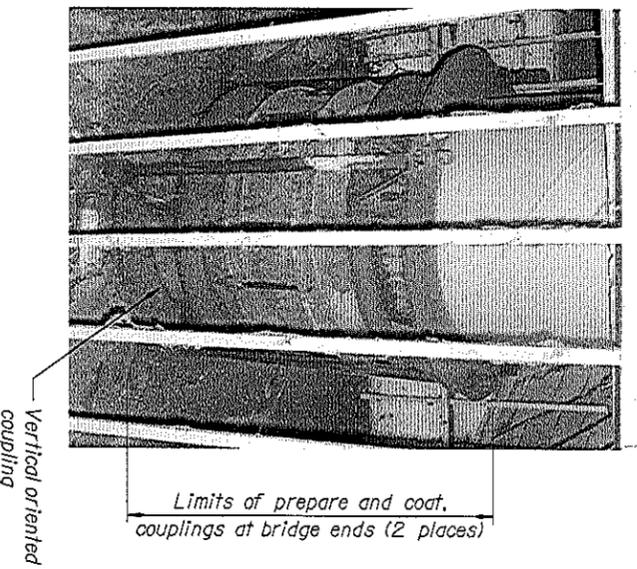
Access holes are only 2'-3" across for transporting materials into bridge.

Traffic control by contractor, see Specifications.



**REPLACEMENT SADDLE ROD**

No Scale

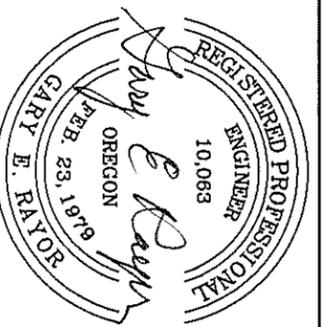


**PREPARE AND COAT COUPLINGS (2 PLACES)**

No Scale

REV.	DESCRIPTION	BY	DATE

ODOT Drawing No. 806333



**ABERNETHY BRIDGE TRANSMISSION PIPELINE IMPROVEMENTS**

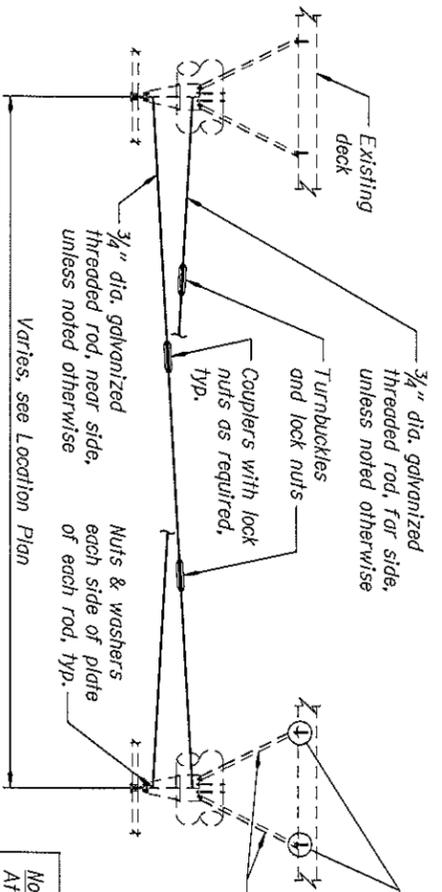
**IMPROVEMENT PLAN & GENERAL NOTES**

CITY OF WEST LINN, OREGON

DESIGNED: GER/PPS    DRAWN: ROC/YG    PROJ. NO. 694-1-SHT. 2 OF 5    FILE NO. 19313    DATE: Oct. 2008

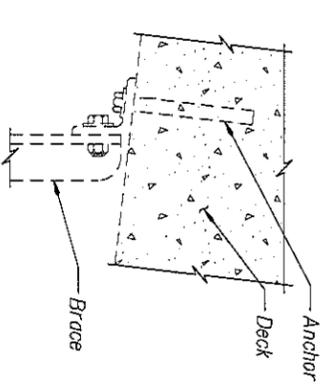
Corporate Office: 2235 HANSON STREET SE, SUITE 100, WAUKESHA, WISCONSIN 54984-1298  
 8202 COUNTRY CLUB ROAD, SUITE 100B, LAKE OSWEGO, OREGON 97035-4289  
 1355 POPULAR DRIVE, MEDFORD, OREGON 97504-5207

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SINGLE CROSS BRACE ELEVATION

Scale: 1/8"=1'-0"



EXISTING CONDITIONS

One new and one extg. 5/8" dia. mechanical anchor. Install galvanized Hilti HSL-3 or equal as required with a minimum embedment of 4". When existing anchor is damaged or hole is damaged eliminating the possibility of re-use, then reposition. Drill new hole minimum of 6" from existing, avoiding deck reinforcement and modify angle brace as required.

Tighten to snug tight

New nylon lock nut for existing 5/8" dia. bolt. If there are not of least 3 threads remaining for lock nut to be placed next to existing nut, remove existing nut and place lock nut on

Deck clip:  
New 3/8" x 3 x 5 HDG bent PL. Bend to fit  
Match extg.

REPAIR

Anchor  
Deck  
1/2" x 1 3/4" x 1 3/4" Alert 1/7F elastomeric bearing pad with 3/4" dia. hole centered

5/8" dia. galv. bolt (A325) with nut, lock nut and washers. Extg. bolts may be reused if long enough. Place slotted holes so that installation of bolts will be in the center of the hole

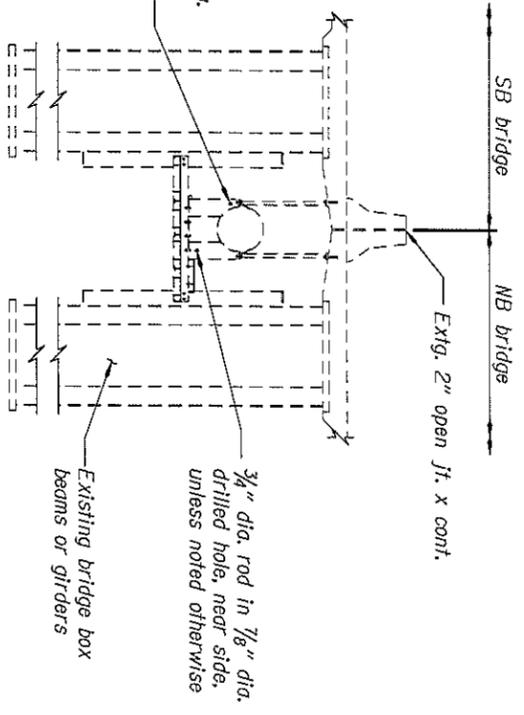
PL 1/4" x 1 3/4" x 1 3/4" washer with 3/4" dia. hole centered. Additional galv. shims may be required for best fit. Existing shim PL may be reused if thicker shim reqd.

Brace

Note:  
At double cross brace locations shown on plan, provide 2 - cross brace rods each side of pipeline.

TYPICAL SINGLE CROSS BRACE SECTION

Scale: 1/8"=1'-0"

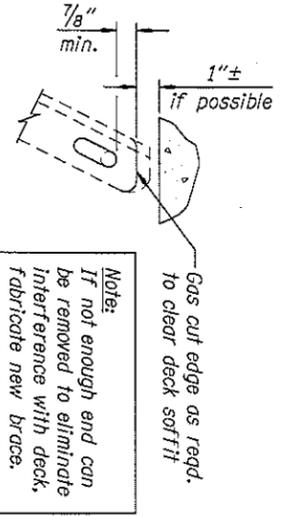


Existing hole for 5/8" dia. bolt, centered into slot. Because on new longer "legged" clip, the existing bolt hole. Place slotted holes so that installation of bolts will be in the center of the hole

Slot extg. 1 1/8" dia. hole to 2" x 1 1/8" hole (Plasma cut or approved equal)

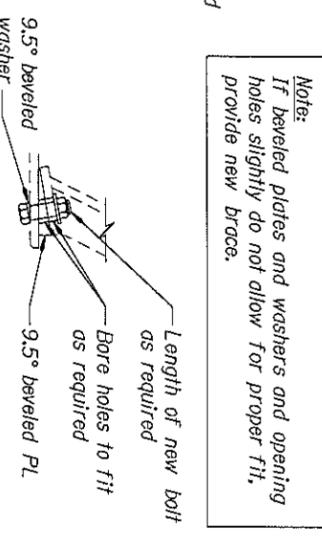
Brace

TOP OF BRACE (EXTG. NOT DIGGING INTO DECK)



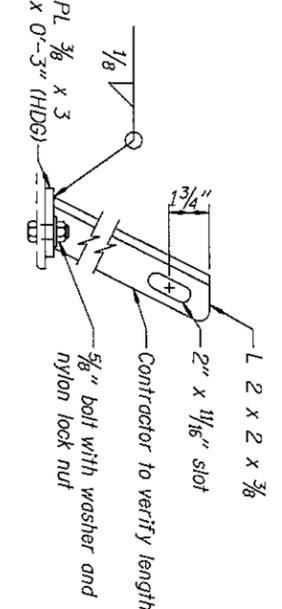
Note:  
If not enough and can be removed to eliminate interference with deck, fabricate new brace.

BOTTOM OF BRACE (MISALIGNED FIT REPAIR, IF NECESSARY)



Note:  
If beveled plates and washers and opening holes slightly do not allow for proper fit, provide new brace.

TOP OF BRACE (EXTG. DIGGING INTO DECK, 15 PLACES)



NEW BRACE (Flush fit)

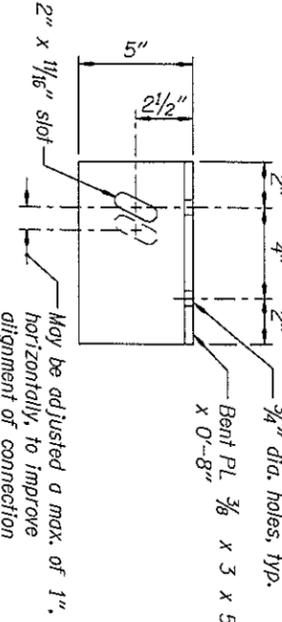
INCLINED BRACE HOLE MODIFICATIONS

INCLINED ANGLE BRACE CONNECTION REPAIRS

Scale: 1/2"=1'-0"

- Approximate Inclined Angle Brace Repair Quantities:
1. Deck anchors (strict adherence to manufacturer's recommendations):
- New anchors = 224
  - New, repositioned anchor = 1
  - New, use extg. hole, resin bonded anchor or approved mechanical anchor = 3
  - Existing loose anchors to have hole filled with epoxy = 8
  - New nylon lock nuts = 224
2. Deck clip:
- New clips = 224
  - New nylon lock nuts = 224
  - New clip bolts (5/8" dia. x 4 1/2" long) = 50 (Field verify)
  - Shims/plate washers = 500
  - Elastomeric bearing pads = 448
3. Braces:
- New brace and bolts = 5
  - Modified brace = 219 (slots)
4. Brace/saddle connection:
- Longer bolts = 6
  - Beveled plate = 6
  - Beveled washer = 6
  - Bore hole to fit bolt through = 6

NEW DECK CLIP



REV.	DESCRIPTION	BY	DATE

ODOT Drawing No. 80634

REGISTERED PROFESSIONAL ENGINEER  
10,063  
GARY E. RAYOR  
REG. 23, 1st 1978  
OREGON

**QPEC CONSULTING ENGINEERS**  
www.qpec.com

2335 JASSON STREET SE, SUITE 100  
SILEN, OREGON 97130-1295

805 SW MARION'S ROAD, SUITE 120  
LAKE OSWEGO, OREGON 97035-4288

1535 POPULAR DRIVE  
MEDFORD, OREGON 97504-5207

**ABERNETHY BRIDGE TRANSMISSION PIPELINE IMPROVEMENTS**

CITY OF WEST LINN OREGON

IMPROVEMENT DETAILS - 1

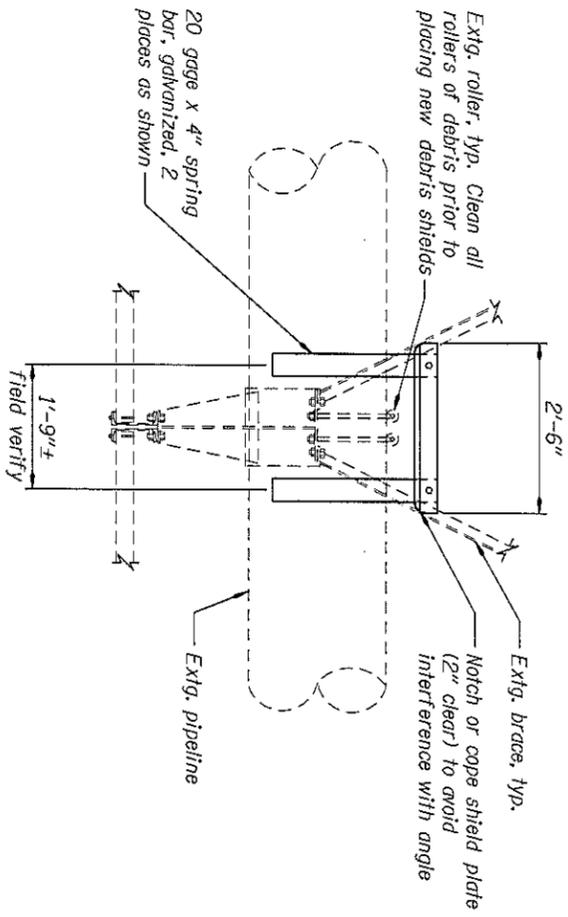
DESIGNED: GER/PJS  
DRAWN: ROC/YG  
CHK'D: PRP/FILE NO. 19314  
DATE: Oct. 2008

PROJ. NO. 694-1  
SHT. 3 OF 5

EXPIRES: 12/31/08

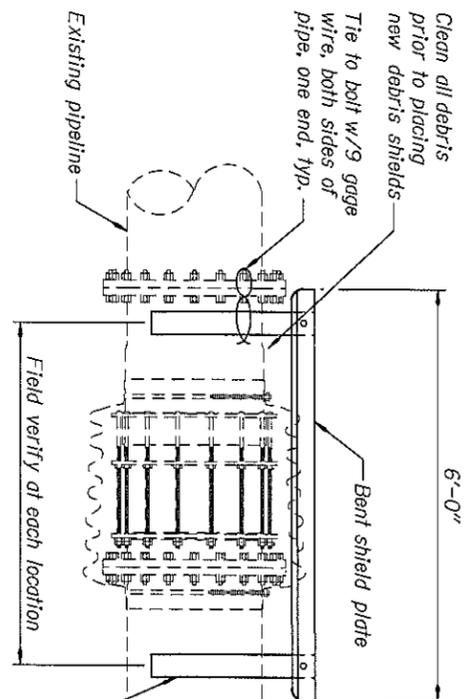
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Note:  
See "Large Capacity Coupling Debris Shield" for details not shown.

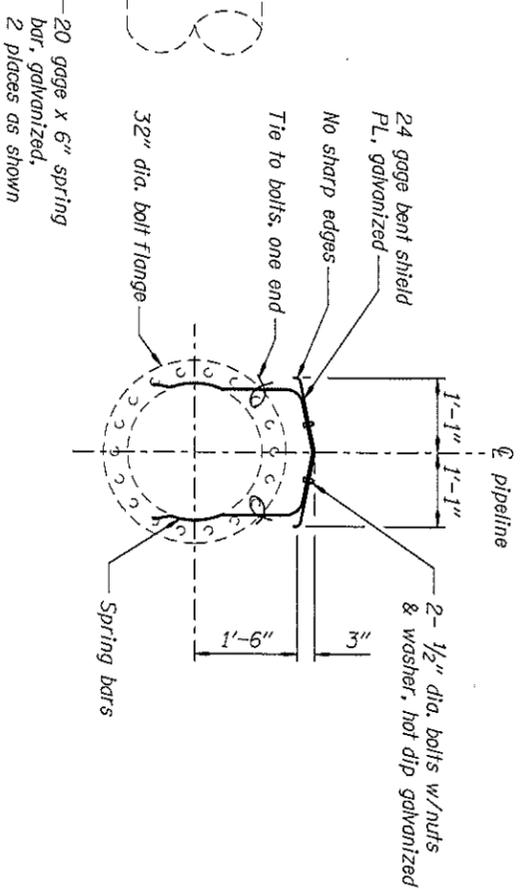


TYPICAL ROLLER DEBRIS SHIELD (48 PLACES)

Scale: 3/8" = 1'-0"



ELEVATION



TYPICAL SECTION

LARGE COUPLING DEBRIS SHIELD (5 PLACES)

Scale: 3/8" = 1'-0"

REV.	DESCRIPTION	BY	DATE

ODOT Drawing No. 80635



**ORREC CONSULTING ENGINEERS**  
www.orrec.com

2305 ABERNETHY STREET SE, SUITE 100  
SALMON, OREGON 97132-7250

8005 SW MACDONALD ROAD, SUITE 120  
LAKE OSWEGO, OREGON 97035-4288

1335 POPULAR DRIVE  
MEDFORD, OREGON 97504-5207

COMPANIA OFFICE:  
520 OULINARY CLUB ROAD, SUITE 100B  
EUGENE, OREGON 97401-8088

**ABERNETHY BRIDGE TRANSMISSION PIPELINE IMPROVEMENTS**

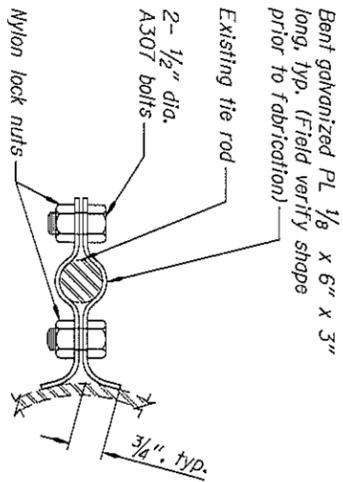
CITY OF WEST LINN, OREGON

**IMPROVEMENT DETAILS - 2**

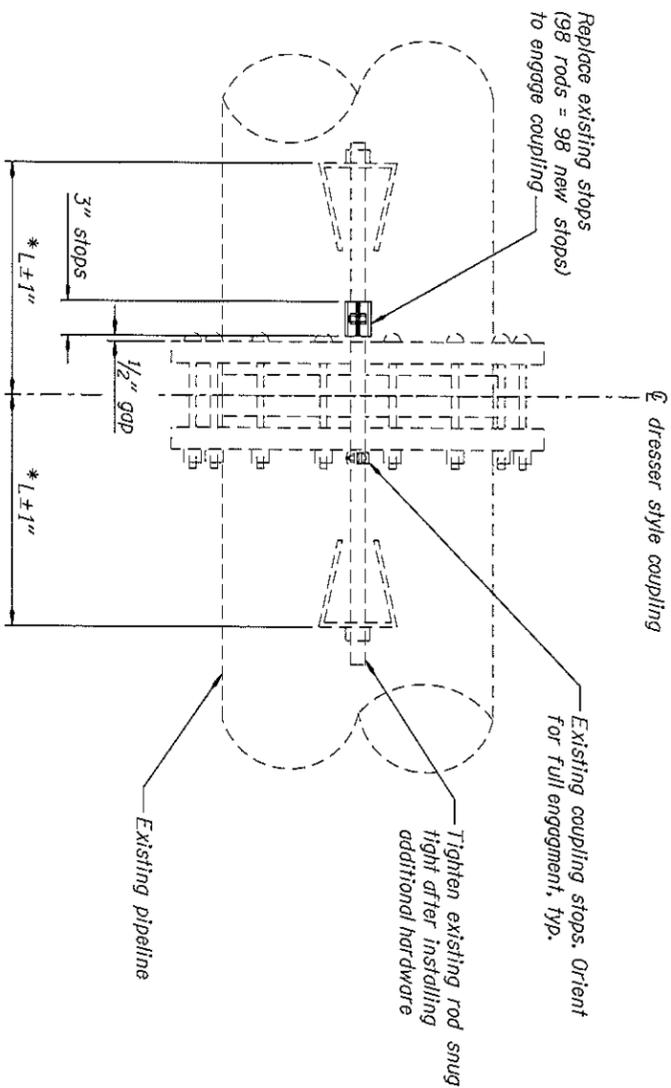
DESIGNED: GEB/PGS  
DRAWN: RUC/YG

PROJ. NO. 694-1 | SHT. 4 OF 5  
CHK'D: PRD | FILE NO. 19315 | DATE: 06/11/2008

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\* Adjust coupler as required to meet dimensions shown.



**COUPLING REPAIR DETAILS**

Scale:  $\frac{3}{4}$ " = 1'-0"

**Coupling Repair Notes:**

Re-center flexible coupler (1 place), located two (2) joints north of Pier 4. If when aligned, there is a gap to the saddle support below the pipe, raise the pipe and place a shim and realign pipe. Repeat as necessary. Shim shall be a smooth curved steel shim, closed cell neoprene pad or elastomeric bearing pad matching the pipe diameter.

Suggested Construction:  
Jack pipe up from hanger supported on top of bridge rails above, when re-centering coupler.

REV.	DESCRIPTION	BY	DATE

ODOT Drawing No. 80636



**ORPC CONSULTING ENGINEERS**  
www.orpc.com

233 LASSON STREET SE, SUITE 100  
SULEA, OREGON 97232-1296

4005 SW HEDGECOCKS ROAD, SUITE 100  
LAKE OSWEGO, OREGON 97035-4288

1335 POPULAR DRIVE  
MEDFORD, OREGON 97504-5807

**ABERNETHY BRIDGE TRANSMISSION PIPELINE IMPROVEMENTS**

CITY OF WEST LINN, OREGON

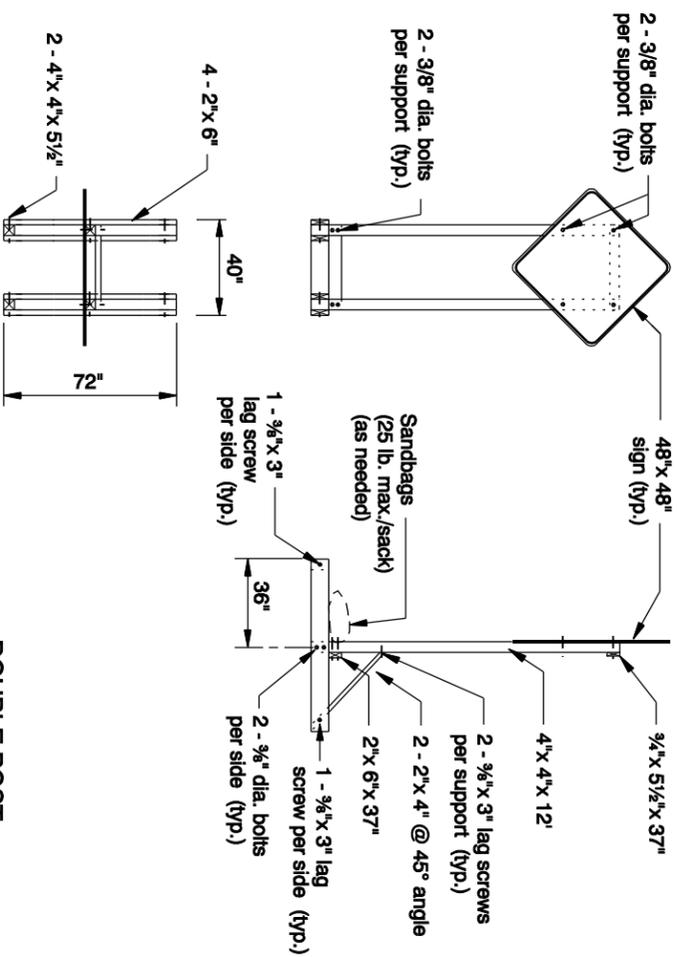
**IMPROVEMENT DETAILS - 3**

DESIGNED: GER/PJS    PROJ. NO. 694-1    SHEET 5 OF 5  
DRAWN: RDC/YG    CHK'D: PRP    FILE NO. 19316    DATE: OCT. 2008

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## STANDARD DRAWINGS

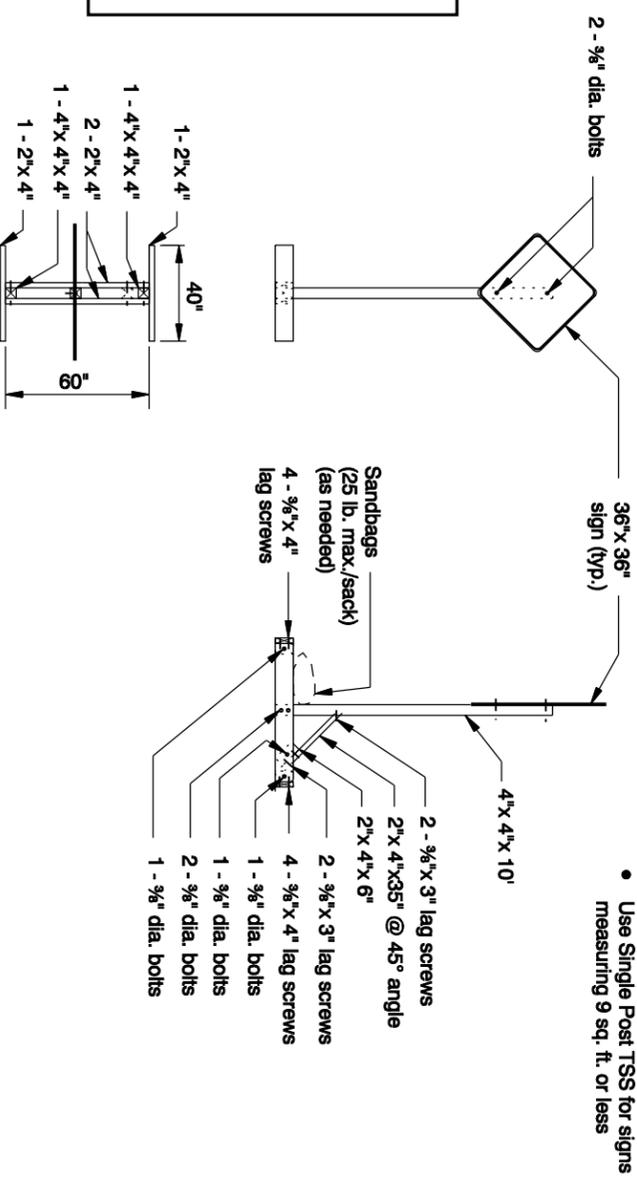
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DOUBLE POST  
TEMPORARY SIGN SUPPORT (TSS)

NOTE:  
• Use Double Post TSS for signs measuring a maximum of 40 sq. ft.

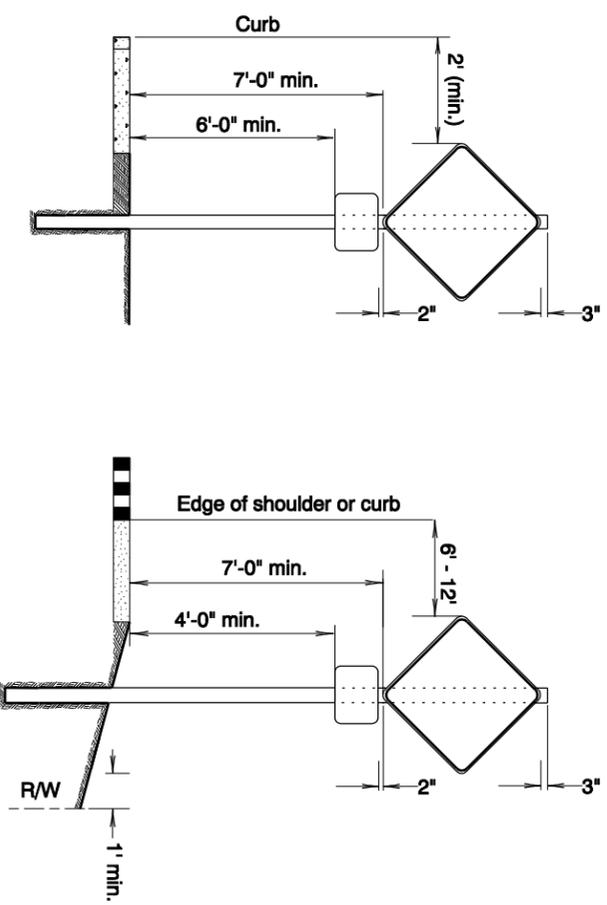
- DO NOT TIP OVER TSS.
- Position TSS 10' behind a Type (III) barricade, unless otherwise shown
- When not in use, cover sign and locate TSS outside clear zone, or delineate with a Type (III) barricade and turn away from traffic or cover sign.
- Use either Douglas Fir or Hem Fir, which is surfaced four sides (S4S) and free of heart center (FOHC)
- See "Temporary Sign Placement" detail for sign installation heights



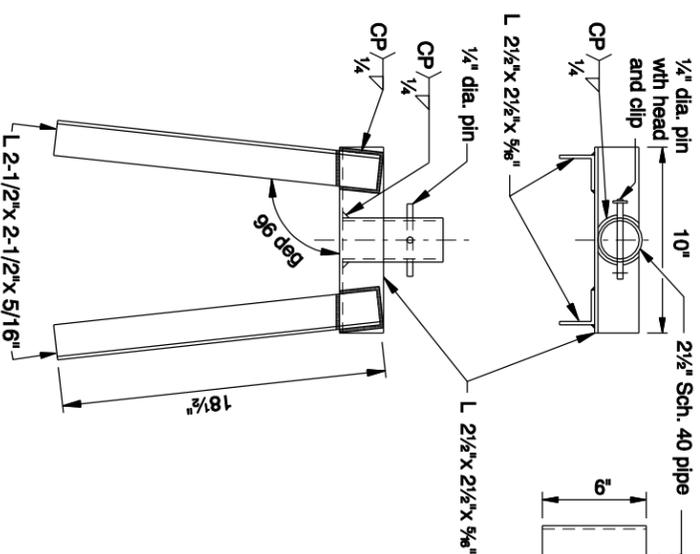
SINGLE POST  
TEMPORARY SIGN SUPPORT (TSS)

NOTE:  
• Use Single Post TSS for signs measuring 9 sq. ft. or less

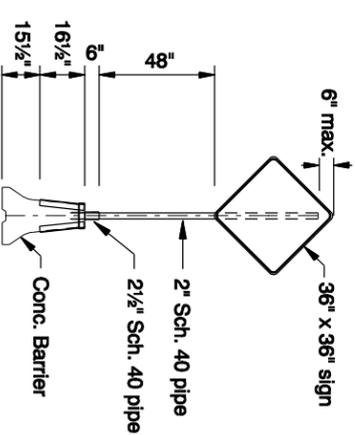
NOTE:  
• If TSS or post mounted signs are installed within a sidewalk or bicycle facility, install secondary sign (rider) at a minimum height of 7'-0" from pavement surface to bottom of rider.



URBAN, CURBED AREAS  
RURAL AND UNCURBED AREAS  
TEMPORARY SIGN PLACEMENT



CONCRETE BARRIER SIGN SUPPORT



NOTES:  
• Drill additional holes so sign can be rotated 90 degrees and pinned when not in use.  
• All structural steel shall conform to ASTM A36.  
• Support fits both 32" and 42" tall "F" barrier.  
• Use concrete barrier sign support for signs measuring 9 sq. ft. or less.  
• Do not use clipped signs.

CALC. BOOK NO. \_\_\_\_\_

BASELINE REPORT DATE \_\_\_\_\_

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

DATE \_\_\_\_\_ REVISION DESCRIPTION \_\_\_\_\_

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- ★ Use Pre-Construction Posted Speed to Select the Correct Design Speed from the Tables below:

★ SPEED (mph)	FLARE RATE
70	20:1
65	19:1
60	18:1
55	16:1
50	14:1
45	12:1
40	10:1
35	9:1
30	8:1

### MINIMUM LENGTHS TABLE

★ Speed (mph)	TAPER "L" (ft)				BUFFER "B" (ft)
	W ≤ 10	W = 12	W = 14	W = 16	
25	105	125	145	165	75
30	150	180	210	240	100
35	205	245	285	325	125
40	265	320	375	430	150
45	450	540	630	720	180
50	500	600	700	800	210
55	550	660	770	880	250
60	600	720	840	960	285
65	650	780	910	1040	325
70	700	840	980	1120	365

NOTE:

- For Lane/Shoulder closure where W < 10', Use "L" value for W = 10'
- For freeway lane closure taper lengths, See Drgs. TM720, TM725, and TM730

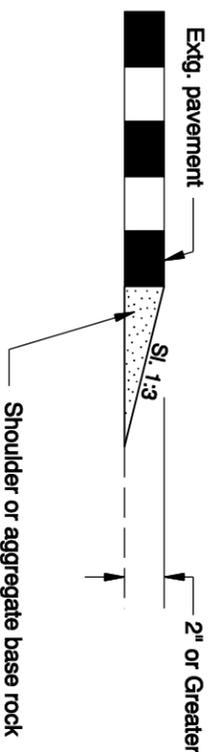
### TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE

★ Speed (mph)	Sign Spacing (ft)			Max. Channelizing Device Spacing (ft)
	A	B	C	
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
55 - 70 Freeway	1000	1500	2640	40

NOTE:

- For speeds less than 45 mph, place traffic control devices on 10 ft. spacings for intersection radii and around work area(s)
- When necessary, sign spacing may be adjusted to fit site conditions. Limit spacing adjustments to 20% of the "A" dimension for speeds < 45 mph. Limit spacing adjustments to 10% of the "A" dimension for speeds ≥ 45 mph.

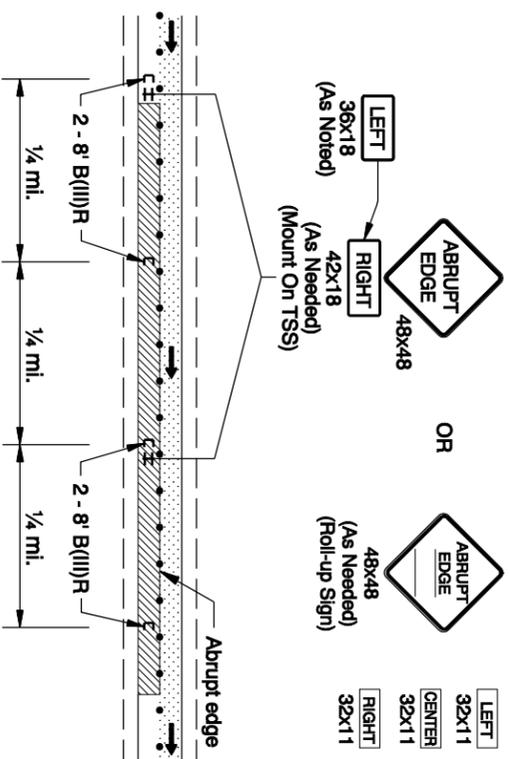
- NOTES:
- When paved shoulders adjacent to excavations are less than four feet wide protect abrupt edge as shown.
  - Use aggregate wedge when abrupt edge is 2 inches or greater.



### EXCAVATION ABRUPT EDGE DETAIL

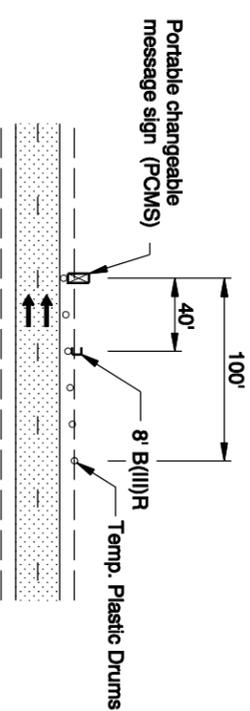
NOTES:

- When the excavation is located on left side of traffic, replace the 8' B(III)R barricades with 8' B(III)L barricades and replace the "RIGHT" (CW21-9C-18) riders with "LEFT" (CW21-9A-18) riders.
- Continue signing and other traffic control devices throughout excavation area at spacings shown.
- If roll-up signs are used, velcro the correct (CW21-9-11) plaques to the sign face as shown for the last line. Do not place roll-up signs behind barricades.



### TYPICAL EXCAVATION ABRUPT EDGE SIGNING DETAIL

- NOTES:
- Install PCMS beyond the outside shoulder, when possible.
  - Use the appropriate type of barricade panels for PCMS location. Right shoulder, use Type B(III)R Left shoulder, use Type B(III)L
  - Use six drums in shoulder taper on 20' spacing.
  - Detail as shown is also used for Portable Traffic Signal Installation.



### PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) INSTALLATION DETAIL

GENERAL NOTES FOR ALL TCP DRAWINGS:

- Signs and other Traffic Control Devices (TCD) shown are the minimum required.
- Place Temporary Sign Support (TSS) approx. 10' behind barricade.
- Place Portable Changeable Message Sign (PCMS) approx. 40' behind barricade.
- Place sequential arrow approx. 20' behind barricade for posted speeds less than 45 mph.
- Place sequential arrow approx. 40' behind barricade for posted speeds 45 mph or greater.
- For work duration of greater than 3 days, remove or cover existing pavement markings, as directed.
  - Temp. Plastic Drums See TCD Spacing Table for max. spacing.
  - 28" Tubular Markers See TCD Spacing Table for max. spacing.

To be accompanied by Drg. Nos. TM750 & TM775

CALC. BOOK NO. \_\_\_\_\_

BASELINE REPORT DATE \_\_\_\_\_

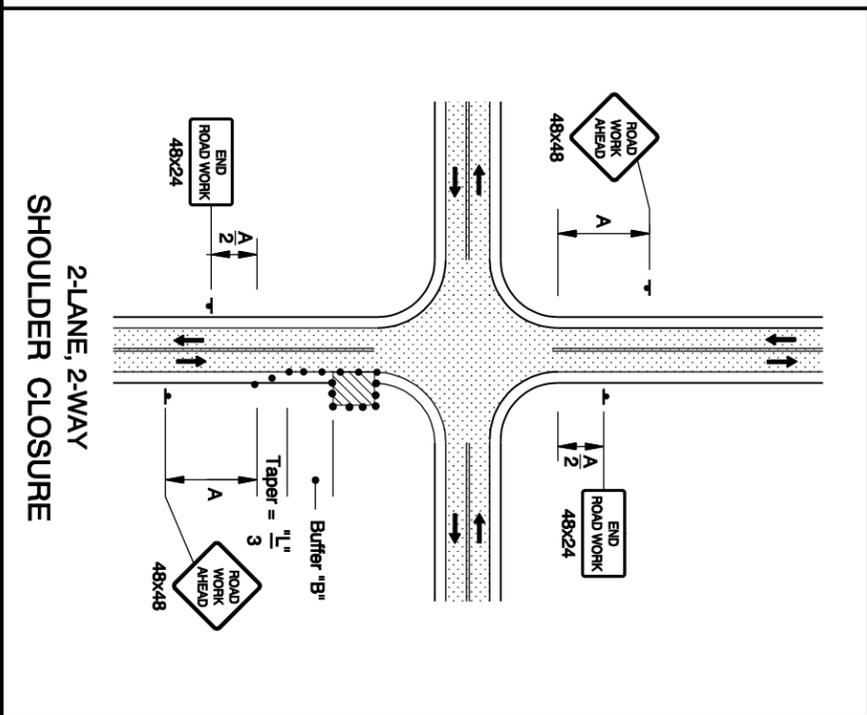
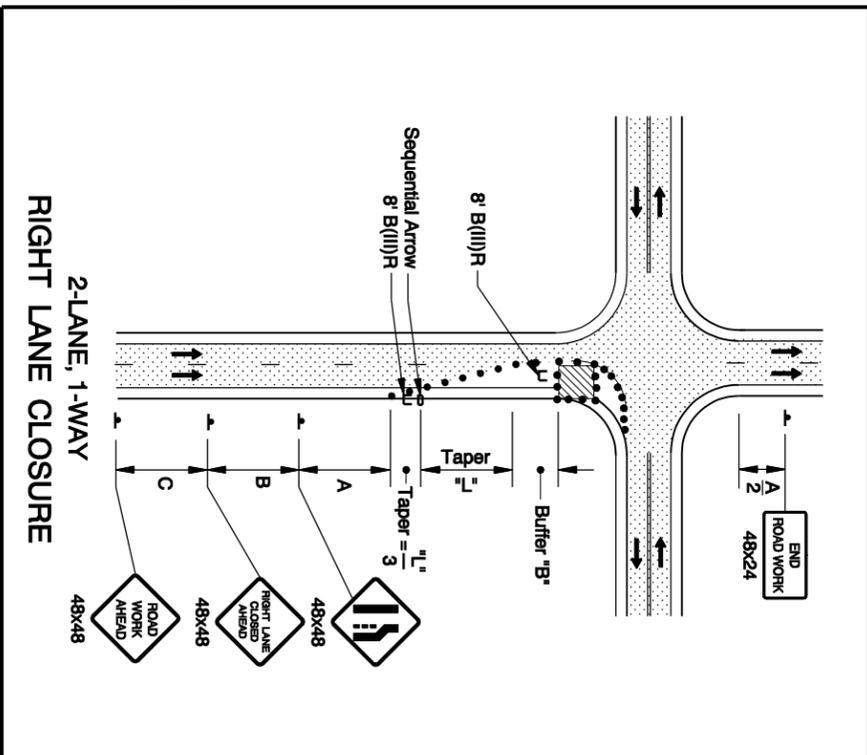
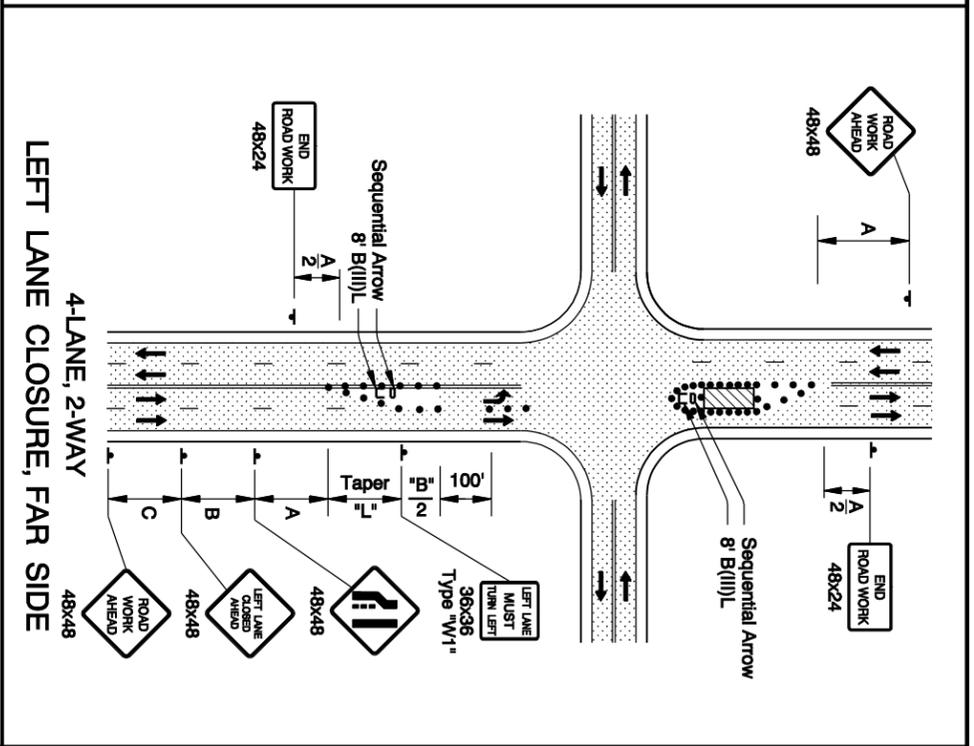
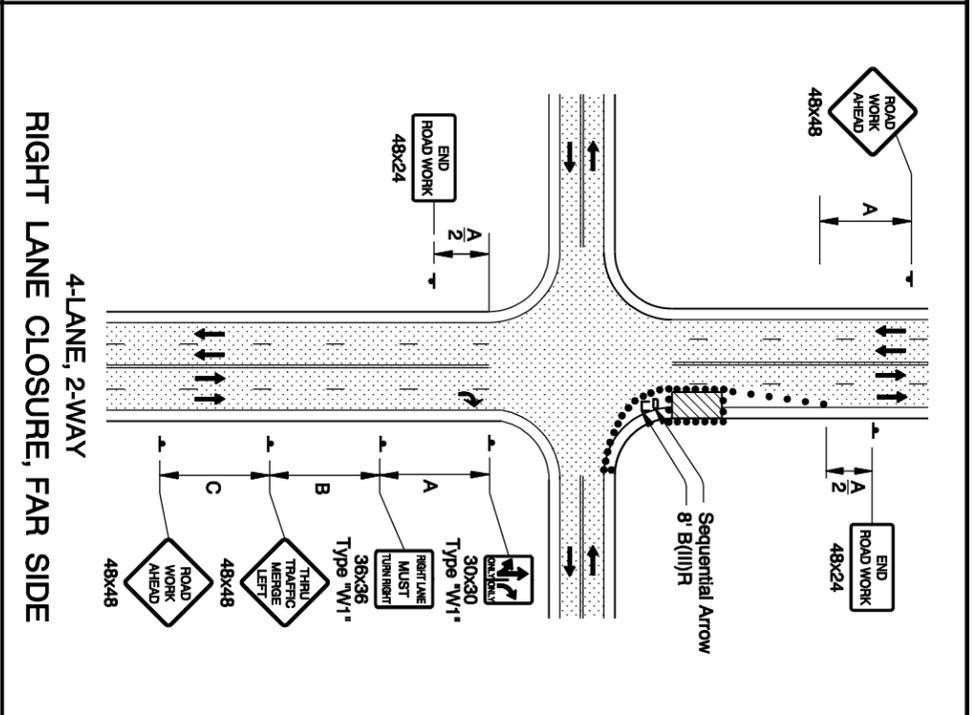
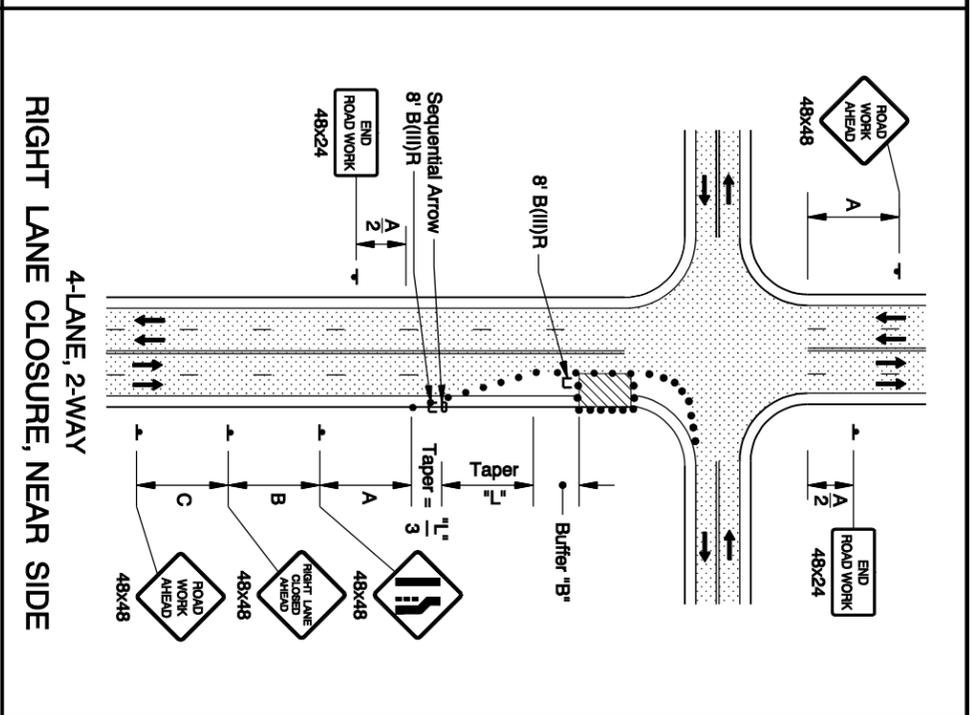
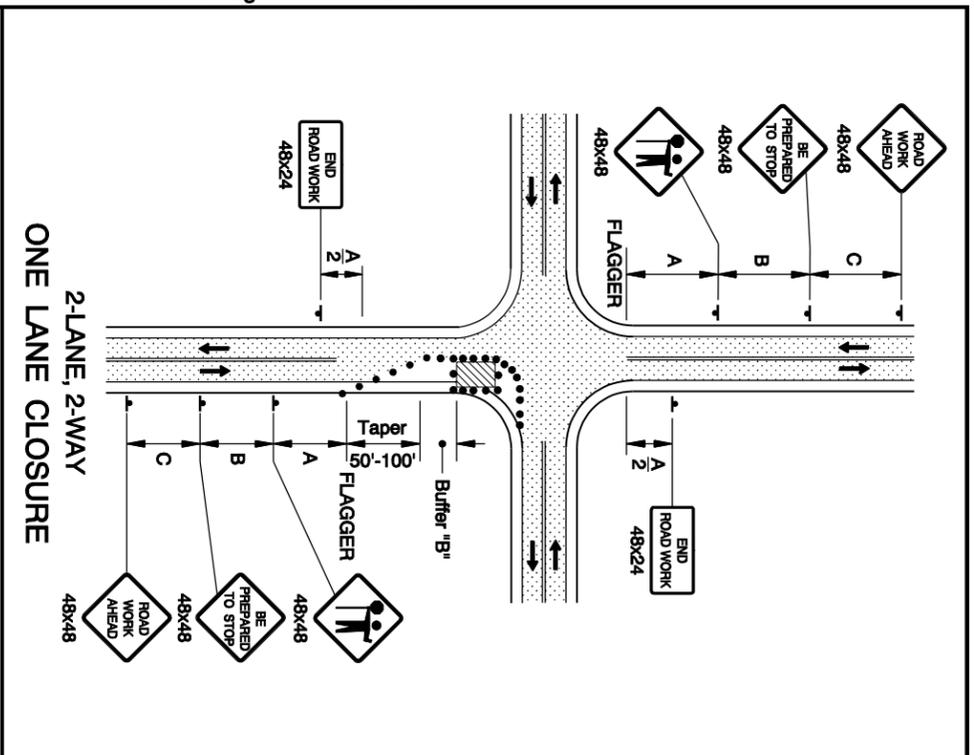
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

### OREGON STANDARD DRAWINGS TABLES, ABRUPT EDGE AND PCMS DETAILS

2002

DATE	REVISION DESCRIPTION
01-01-2006	REVISED DRAWING AND NOTES
07-01-2006	REVISED DRAWING AND NOTES
07-01-2007	REVISED DRAWING AND NOTES
07-01-2007	REVISED DRAWING AND NOTES
07-01-2008	REVISED DRAWING AND NOTES

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**GENERAL NOTES FOR ALL DETAILS:**

- Additional Traffic Control Measures (TCM) may be required for all legs of the intersection.
- The "BE PREPARED TO STOP" sign shall be used only in conjunction with the FLAGGER symbol sign.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" on Drg. No. TM700
- For left lane work, place TCD to close left lane. Use "LEFT LANE CLOSED AHEAD" sign and "LEFT LANE ENDS" (W4-2) symbol sign.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Drg. TM700.
- When a through road intersects within the work zone, place a "ROAD WORK AHEAD" sign in advance of the intersection at sign spacing A.
- Use plastic drums in lane closure tapers when the posted speed is 45 mph or greater.
- Where shoulder width is limited, Sequential Arrow may be placed within lane closure taper.

..... 28" Tubular Markers  
See TCD Spacing Table on TM700 for max. spacings.

• • • • • 28" Tubular Markers  
See TCD Spacing Table on TM700 for max. spacings.

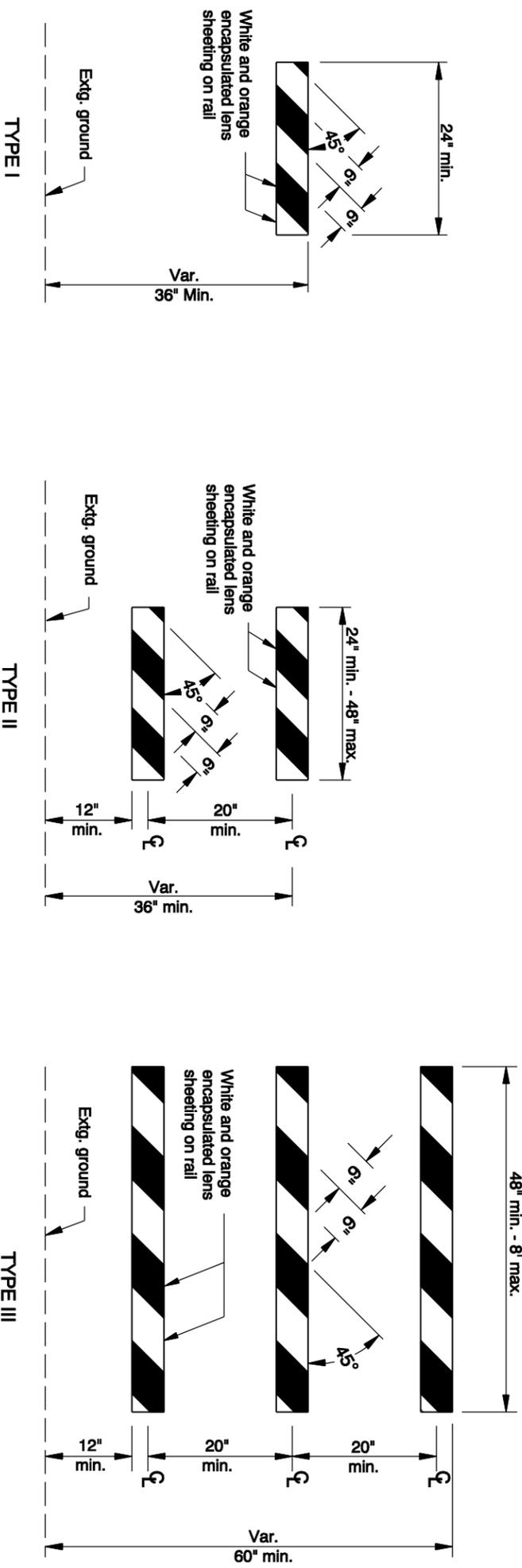
▨ UNDER TRAFFIC  
▨ UNDER CONSTRUCTION

To be accompanied by Drg. Nos. TM750, TM775 & TM780

CALC. BOOK NO.	-----
BASELINE REPORT DATE	-----
NOTE:	All material and workmanship shall be in accordance with the current Oregon Standard Specifications
<b>OREGON STANDARD DRAWINGS</b>	
<b>INTERSECTION WORK ZONE DETAILS</b>	
2002	
DATE	REVISION DESCRIPTION
01-01-2006	REVISED DRAWING AND NOTES
07-01-2006	REVISED DRAWING AND NOTES
07-01-2007	REVISED DRAWING AND NOTES
07-01-2007	REVISED DRAWING AND NOTES
07-01-2008	REVISED DRAWING AND NOTES

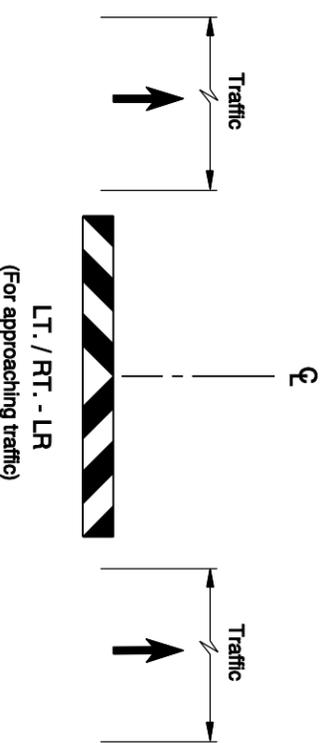
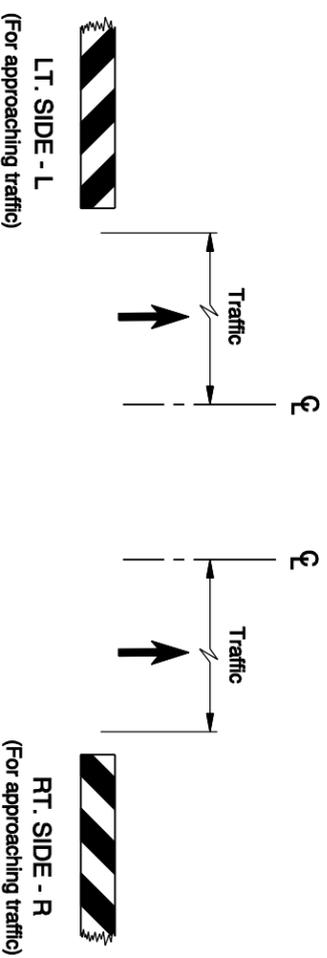
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

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- GENERAL NOTES FOR ALL DETAILS:**
- All non-reflectORIZED surfaces shall be white.
  - Sandbags (approximately 25 lb sack filled with sand) may be placed on lower frame to provide additional ballast.
  - For rails less than 36" long, 4" wide stripes shall be used.
  - Rails must be 8" min. to 12" max. in height.
  - Use barricades from the current Qualified Products List (QPL).

- NOTES:**
- Markings for barricade rails shall slope downward at an angle of 45° in the direction traffic is to pass.
  - Where a barricade extends entirely across a roadway, it is desirable that the stripes slope downward in the direction toward which traffic must turn in detouring.
  - Where both right and left turns are provided for, or if used for full roadway closure purposes, the chevron striping may slope downward in both directions from the center of the barricade.



**DIAGRAM FOR BARRICADE PLACEMENT AND SLOPE MARKING**

**BARRICADE NOTATION**



CALC. BOOK NO.	N/A
BASELINE REPORT DATE	06-20-2008
NOTE:	All material and workmanship shall be in accordance with the current Oregon Standard Specifications

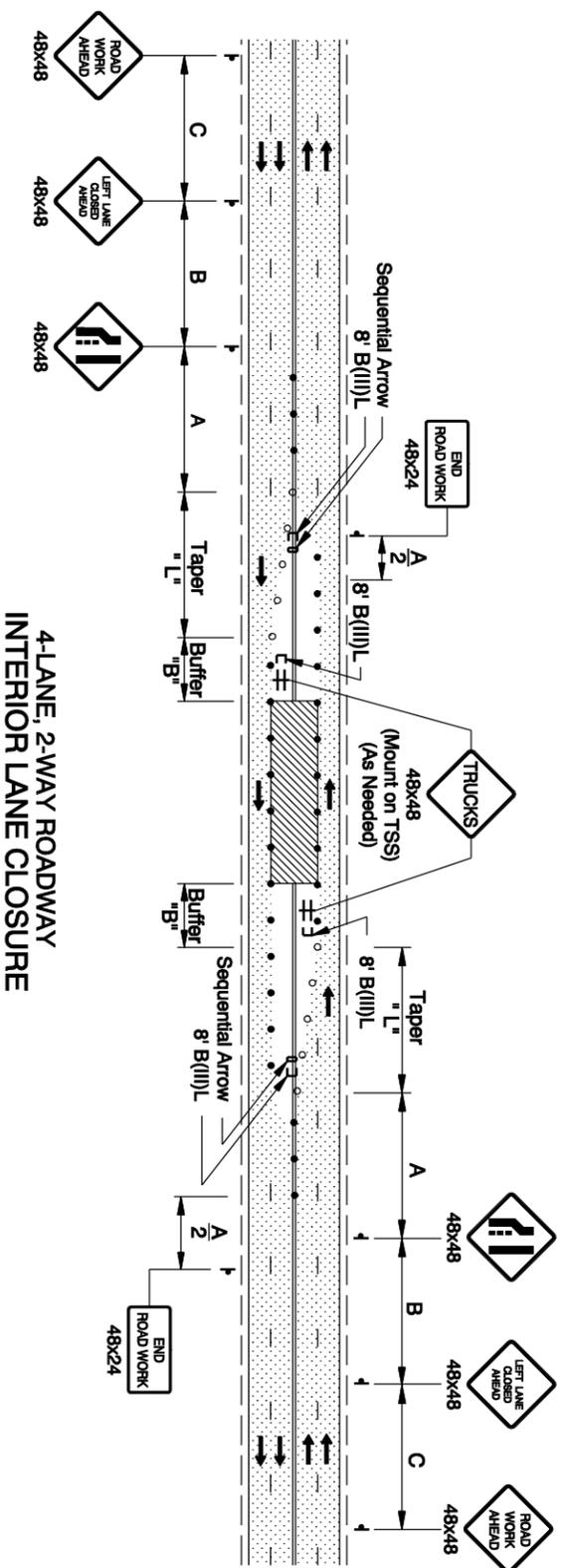
**OREGON STANDARD DRAWINGS**

**TEMPORARY BARRICADES**

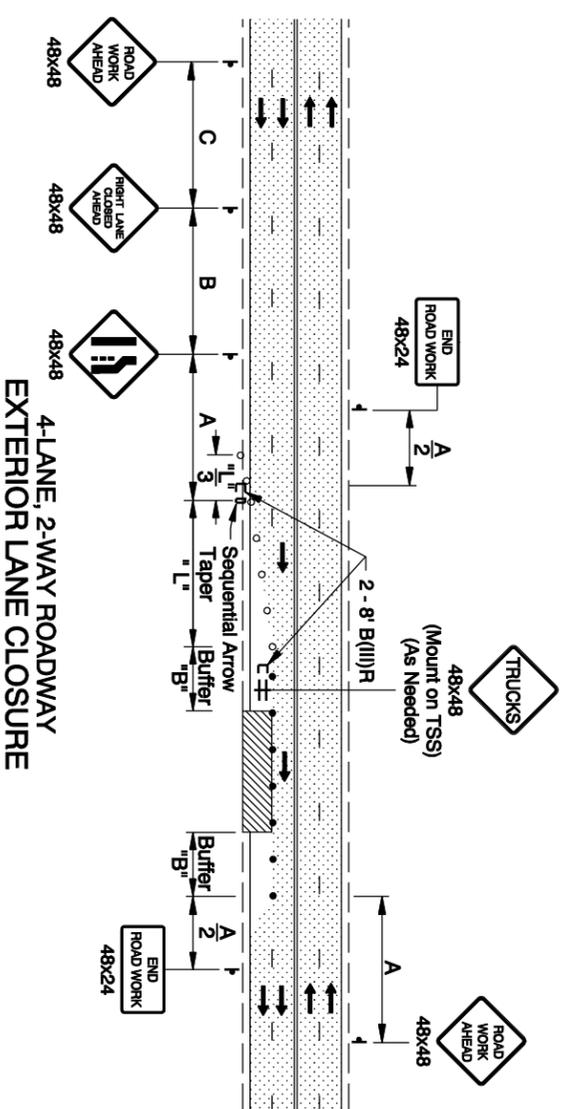
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07-01-2006	REVISED DRAWING AND NOTES
01-01-2007	REVISED NOTES
07-01-2007	REVISED NOTES
07-01-2008	REVISED DRAWING AND NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

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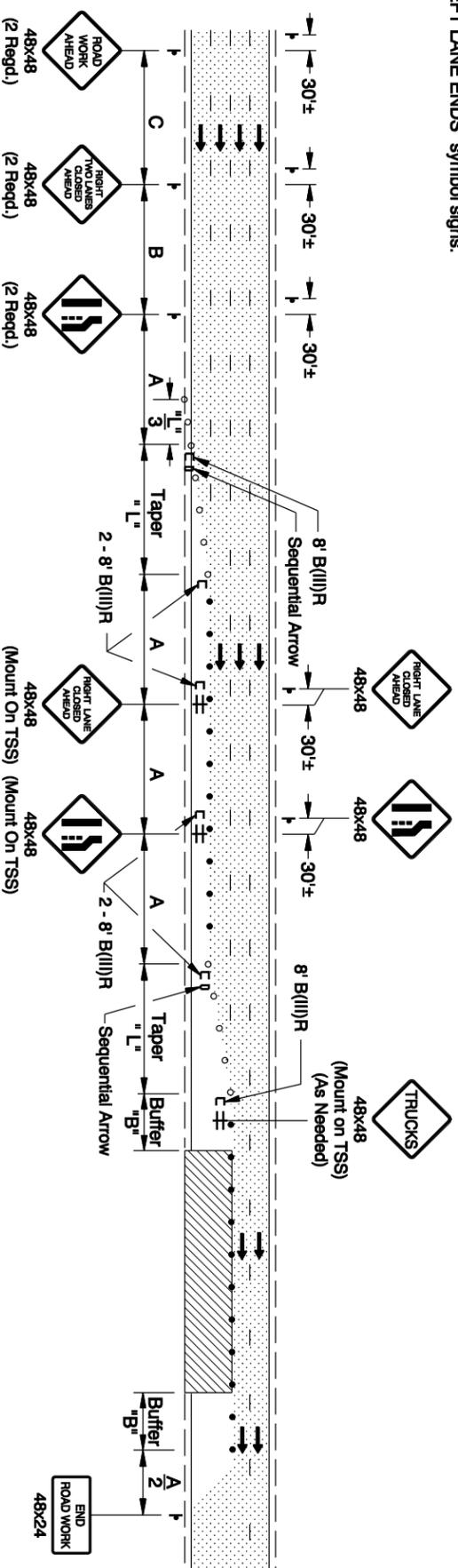


4-LANE, 2-WAY ROADWAY  
INTERIOR LANE CLOSURE

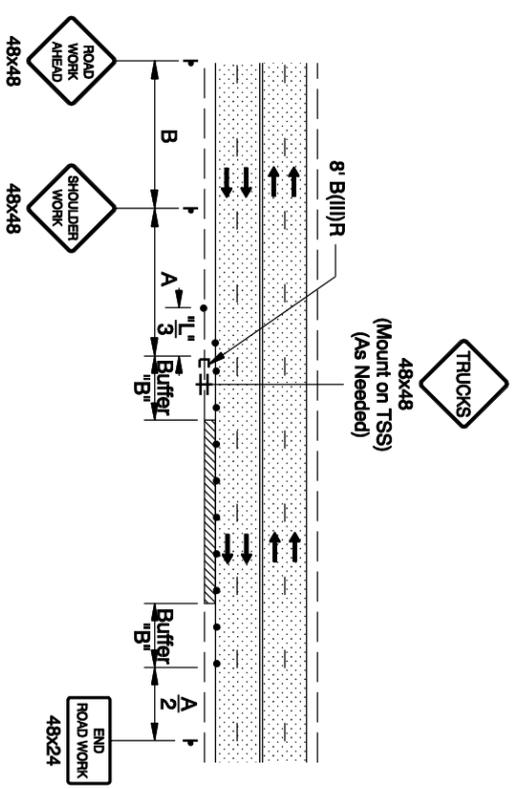


4-LANE, 2-WAY ROADWAY  
EXTERIOR LANE CLOSURE

**NOTE:**  
 • For left lane work, place TCD to close the left lane.  
 Use "LEFT TWO LANES CLOSED AHEAD",  
 "LEFT LANE CLOSED AHEAD" and  
 "LEFT LANE ENDS" symbol signs.



4-LANE, 1-WAY NON-FREEWAY  
TWO LANE CLOSURE



4-LANE, 2-WAY ROADWAY SHOULDER CLOSURE

- GENERAL NOTES FOR ALL DETAILS:**
- Install temporary striping as directed.
  - Signling and other TCD shown to be installed in conjunction with the work areas, shall move with the work areas.

- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" on Drg. No. TM700
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Drg. No. TM700.

- 28" Tubular Markers
  - See TCD Spacing Table on TM700 for max. spacing.
  - Temp. Plastic Drums
  - See TCD Spacing Table on TM700 for max. spacing.
- ○ ○ UNDER TRAFFIC
- ▨ UNDER CONSTRUCTION

To be accompanied by Drg. Nos. TM750 & TM775

CALC. BOOK NO. \_\_\_\_\_

BASELINE REPORT DATE \_\_\_\_\_

**NOTE:** All material and workmanship shall be in accordance with the current Oregon Standard Specifications

**OREGON STANDARD DRAWINGS**

**NON-FREEWAY MULTI-LANE SECTIONS**

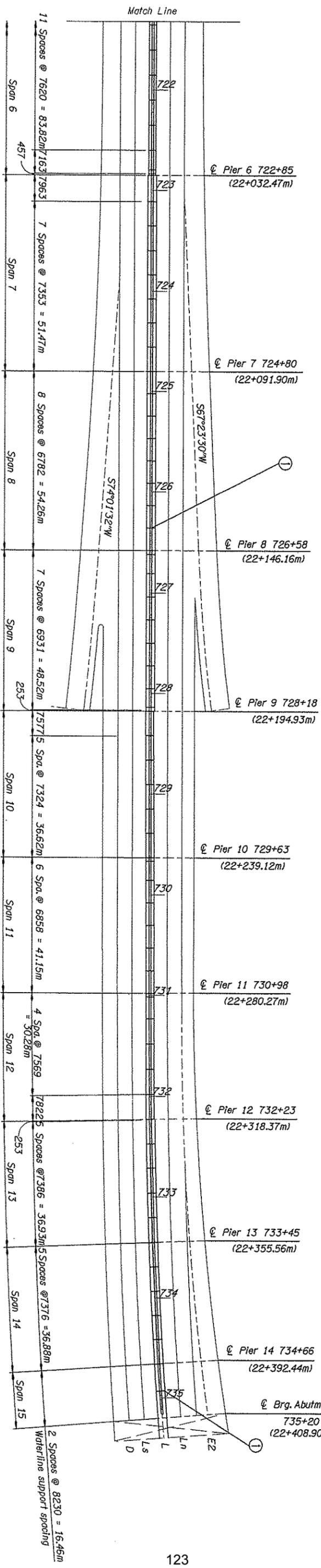
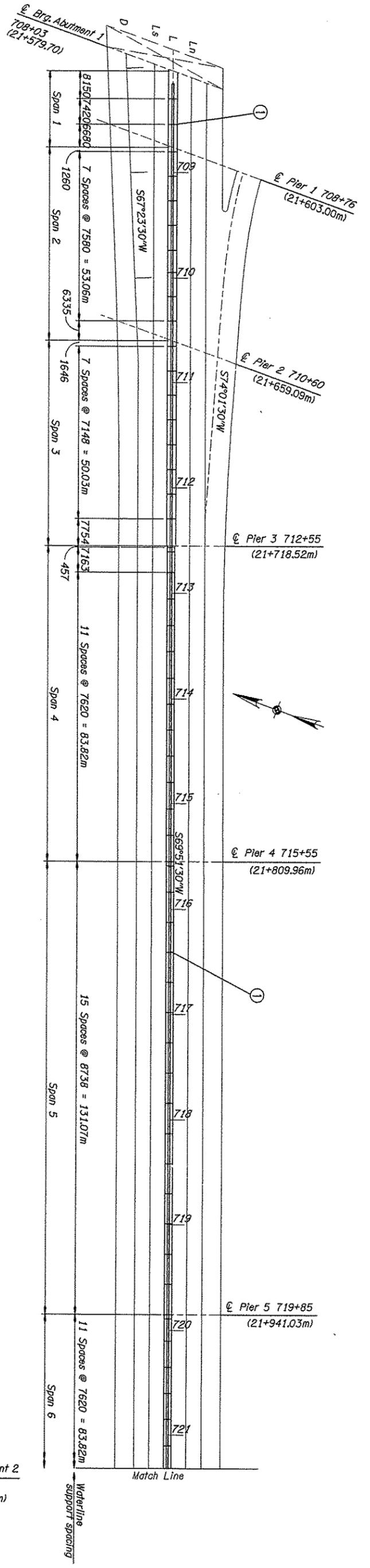
2002

DATE	REVISION DESCRIPTION
07-01-2006	REVISED DRAWING AND NOTES
01-01-2007	REVISED DRAWING AND NOTES
07-01-2007	REVISED DRAWING AND NOTES
01-01-2008	REVISED DRAWING AND NOTES
07-01-2008	REVISED NOTES

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## **SUPPLEMENTAL DRAWINGS**

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**PLAN**  
No Scale  
① Waterline Supports, see Dwg. #57954 & #57955 for dimensions

**GENERAL NOTES:**  
Provide all materials and perform all work according to the 1996 Standard Specifications for Highway Construction and the 1998 Supplemental Standard Specifications of the Oregon Department of Transportation.  
All structural steel shall be hot-dip galvanized after fabrication.  
All structural steel shall conform to ASTM A36M.  
Provide "Galkonize-Control Silicon" - silicon content of the base metal in either of the ranges 0 to 0.04 percent; or 0.15 to 0.25 percent.  
Provide high strength fasteners (19 mm diameter) at structural connections according to AASHTO Specification M164 (ASTM Specification A325) unless shown otherwise.  
Hot-dip galvanize all high-strength fasteners (including washers).

Tighten high-strength fasteners using the lock-pin and collar fastener tightening, direct tension indicator tightening, tension control fasteners tightening or turn-of-nut tightening methods.  
See Special Provisions for detailed coating and tightening requirements.  
Grating panels for waterline walkway shall be one of the following products, or approved equal:  
"Grip Strip" 12 gauge, 3" deep planks manufactured by GS Metals Corp.  
"Part-0 Grip" 11 gauge, 3" deep planks manufactured by GS Metals Corp.  
"Grate-Lock" 14 gauge, 3" deep planks manufactured by GS Metals Corp.  
"Deck Span" 12 gauge, 3" deep planks manufactured by IKG Industries.  
Grating panels shall be galvanized steel.  
All anchor bolts shall be 19mm HILTI HSL or Rowl power bolt mechanical anchors, or approved equal.

**Notes:**  
All dimensions shown have been derived from design plans and field observations. Construction practices and maintenance modifications may not be reflected.  
**ALL DIMENSIONS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING SHOP DRAWINGS OR FABRICATING MATERIALS.**

**Notes:**  
All dimensions are in millimeters (mm) and all elevations are meters (m) except as noted.

DATE	REVISION	BY	DESIGNER	BRIDGE NO.	WILLAMETTE RIVER (ABERNETHY) BRIDGE
		A. Mitchell	PHIL RADD	9403	WILLAMETTE RIVER (ABERNETHY) BR. SEISMIC RETROFIT SEC.
				DATE	WATER LINE SUPPORT IMPROVEMENTS
				Oct. 1999	EAST PORTLAND FREEWAY (M.P. 9.00)
				CALC. BOOK	CLACKAMAS COUNTY
					PLAN
					PROJECT NUMBER
					57953
					DRAWING NO.
					57953

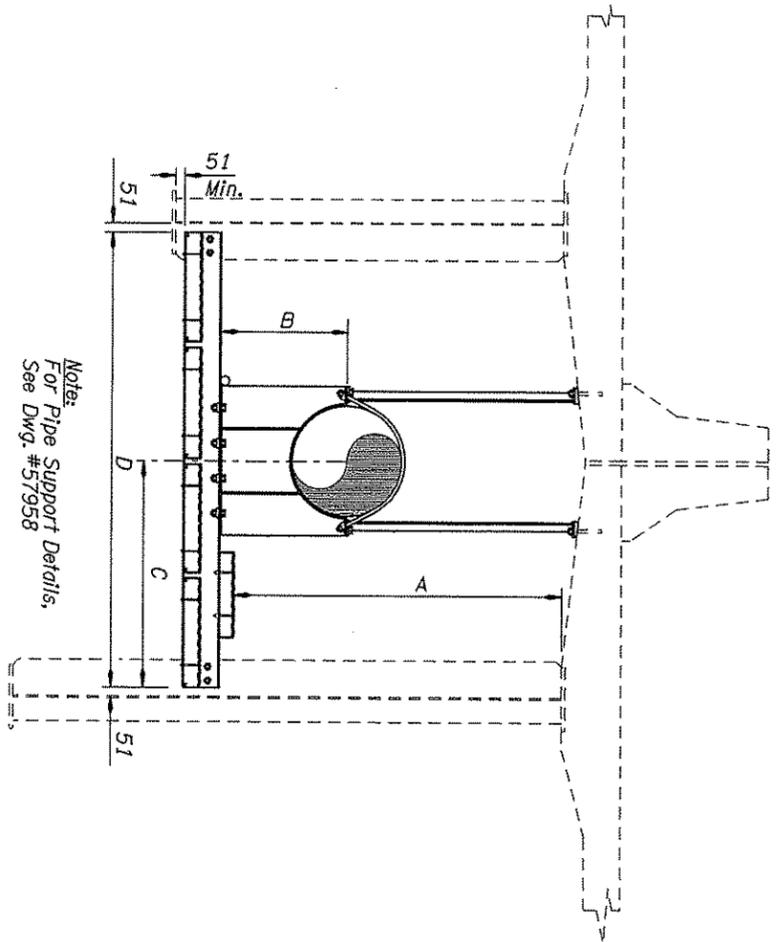


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**DIMENSION MATRIX**

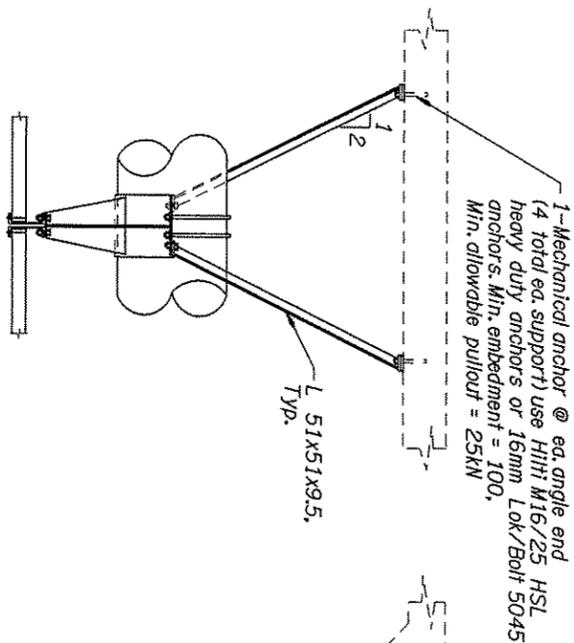
Span 1 Section "A-A"	Spans 2 & 3 Section "A-A"	Spans 4, 5 & 6 Section "B-B"	Spans 7, 8 & 9 Section "A-A"	Spans 10, 11 & 12 Section "A-A"	Span 13 Section "A-A"	Span 14 Section "A-A"	Span 15 Section "C-C"
1575 to 1816	1829	1829	1829	1829	1829	1765 to 1276	1337
448 to 689	705	705	705	705	740 to 797	768 to 425	508
1264	1264	1010	1264	* Varies	1264	1264	1264
2528	2528	2045	2528	2327	2528	2528	2528

\* Fit to existing pipe.

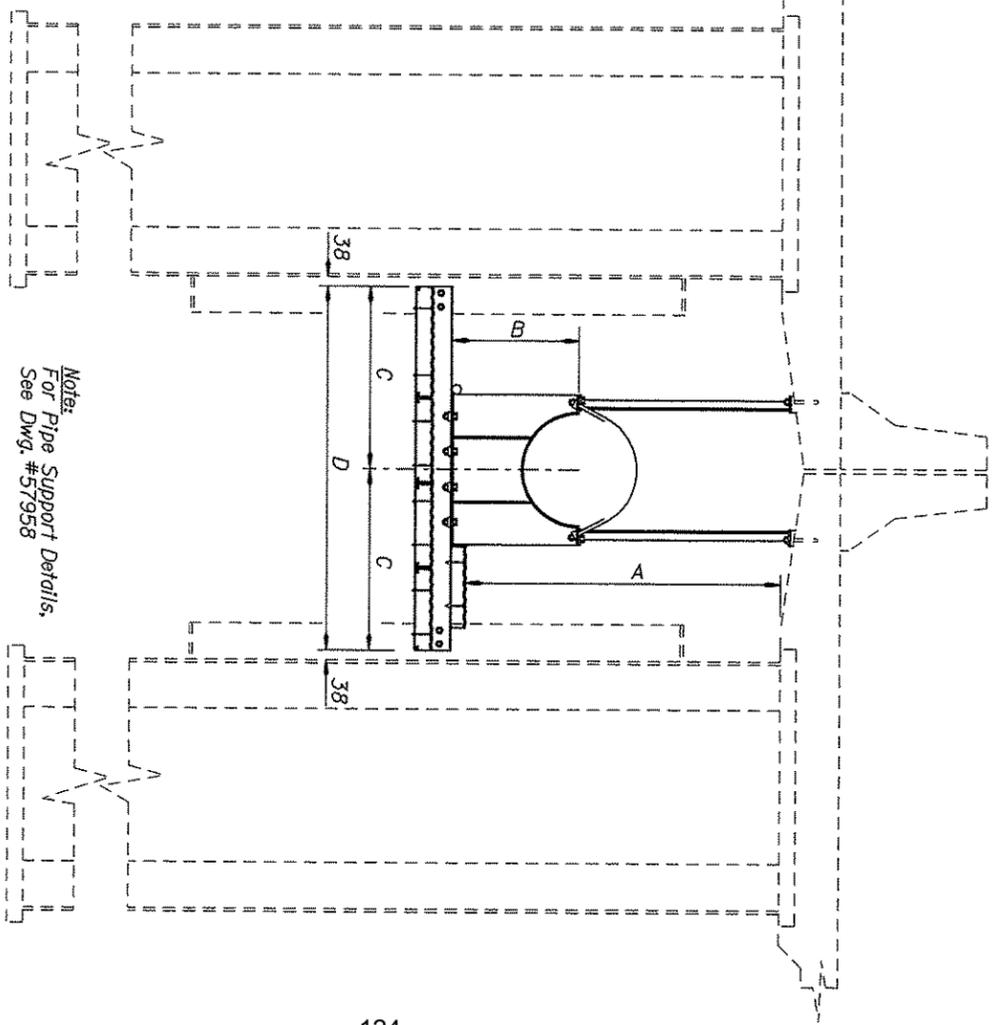


**SECTION "A-A"**  
Scale : 1:20

Notes:  
For Pipe Support Details,  
See Dwg. #57958



**TYPICAL LONGITUDINAL SECTION**  
Scale : 1:20



**SECTION "B-B"**  
Scale : 1:20

Notes:  
For Pipe Support Details,  
See Dwg. #57958

Notes:  
All dimensions are in millimeters (mm) and  
all elevations are meters (m) except as noted.

DATE

REVISION

BY

A. Mitchell

DESIGNER

DAVID BYRNS AND ASSOCIATES  
50 CENTER STREET, N. SUITE 606  
SALERIO, OK. 77131-3735 (409) 341-8555

OREGON DEPARTMENT OF TRANSPORTATION  
BRIDGE ENGINEERING SECTION

BRIDGE NO.  
9403

DATE  
Oct. 1999

CALC. BOOK

WILLAMETTE RIVER (ABERNETHY) BRIDGE  
WATER LINE SUPPORT IMPROVEMENTS

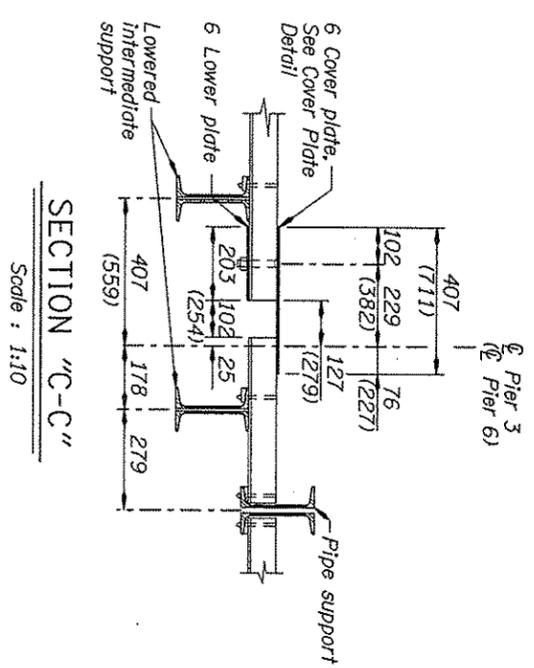
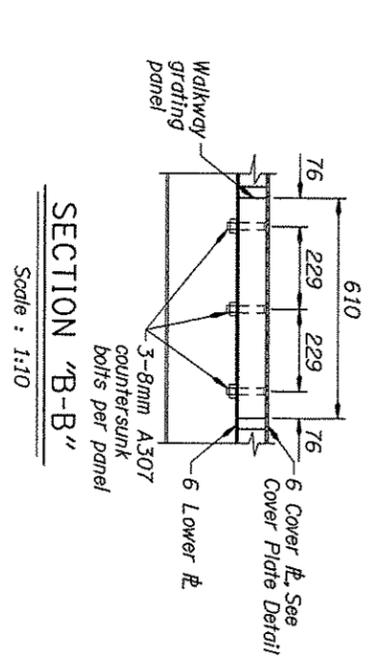
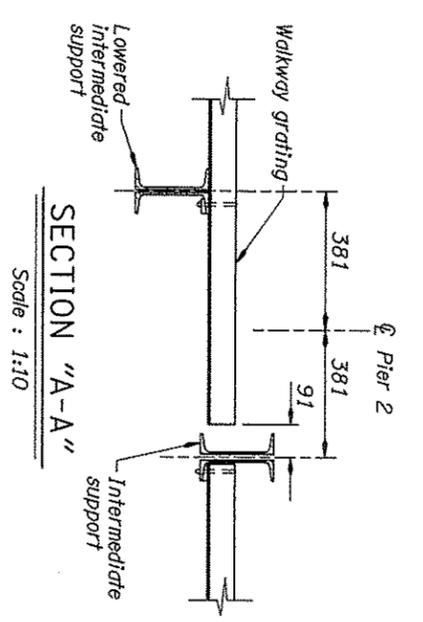
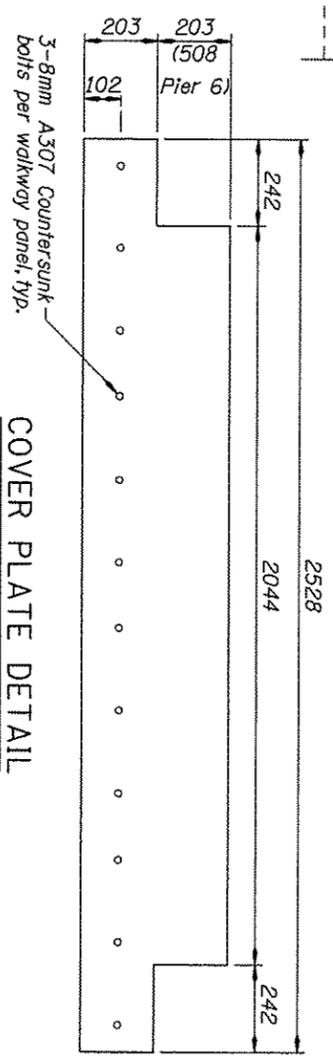
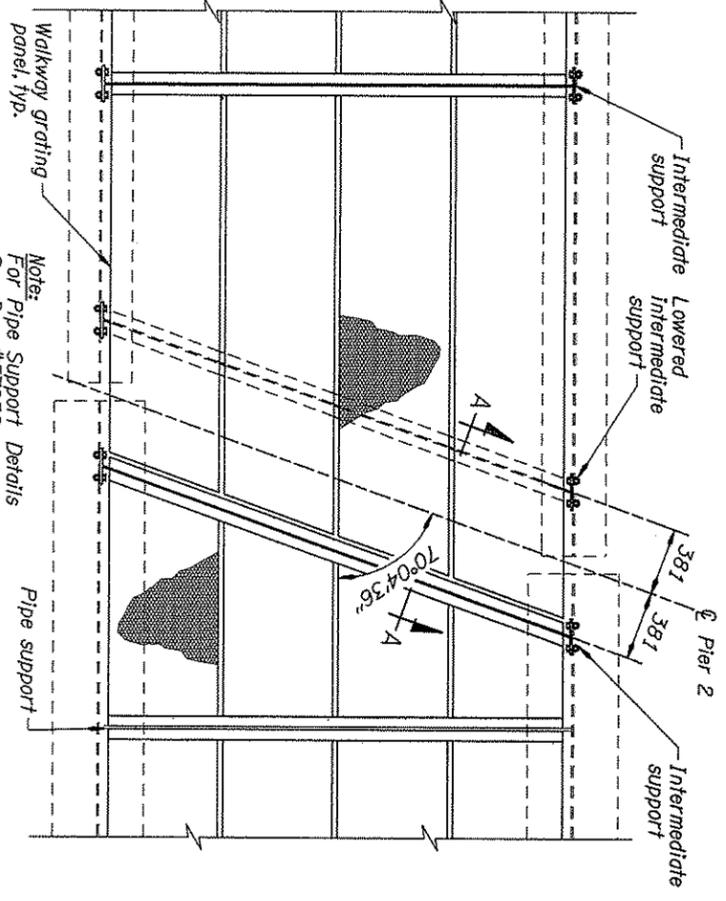
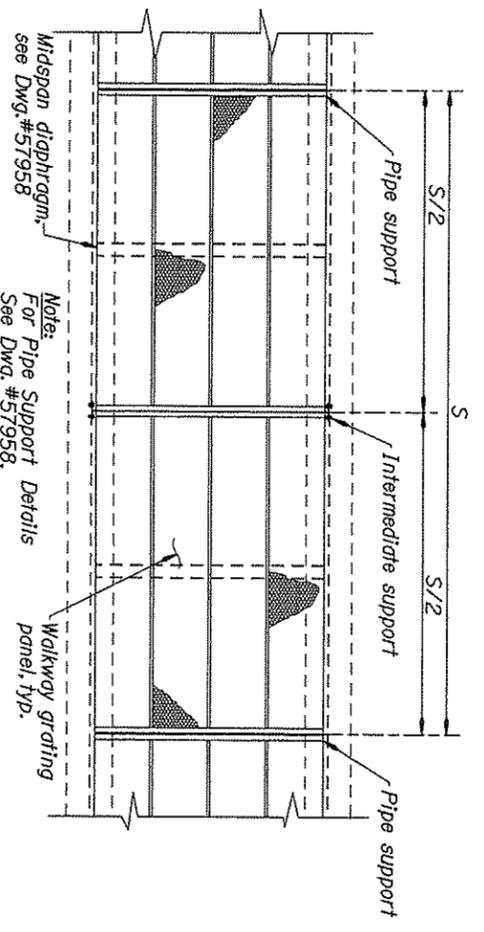
SHEET  
2  
OF  
13

DRAWING NO.  
57954

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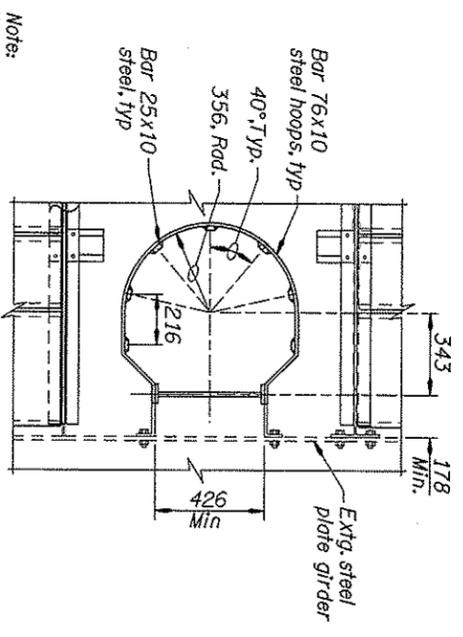
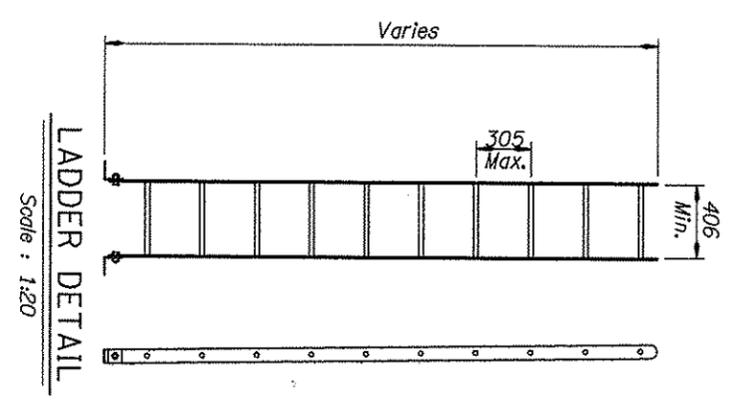
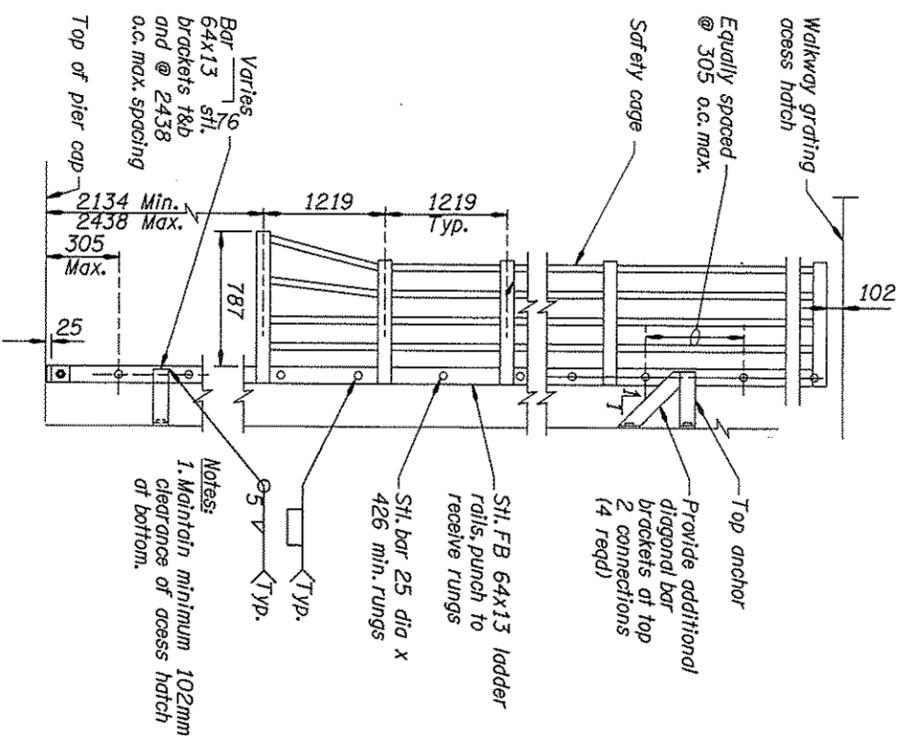
**Note:**  
 All dimensions are in millimeters (mm) and all elevations are meters (m) except as noted.

DATE	REVISION	BY	DIRECTOR	DESIGNER	BRIDGE NO.	DATE	WILLAMETTE RIVER (ABERNETHY) BRIDGE WATER LINE SUPPORT IMPROVEMENTS	PIER 2 AND 3 DETAILS	SHEET 4 OF 13
			J. Culpepper	DAVID EVANS AND ASSOCIATES INC. 500 CENTER STREET, N.E. SUITE 405 SALMON, OR 97061-3535	9403	Oct. 1999			
			REVIEWED	PHIL ROLLO					

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**LADDER WITH SAFETY CAGE**  
No Saddle

**Notes:**  
All dimensions are in millimeters (mm) and all elevations are meters (m) except as noted.

DATE	REVISION	BY	DESIGNER	BRIDGE NO.	DATE	WILLAMETTE RIVER (ABERNETHY) BRIDGE WATER LINE SUPPORT IMPROVEMENTS LADDER AND CAGE DETAILS	DRAWING NO. 57962
		J. Clippinger	DAVID BEANS AND ASSOCIATES 300 CENTER STREET, NE SUITE 406 SALISBURY, OR 97131-0706 (503) 541-9433	9403	Oct. 1999		
<p style="text-align: center; font-size: 2em; font-weight: bold;">FOR INFORMATION ONLY</p>		REVIEWED:	EXP.:	<p style="text-align: center; font-size: 2em; font-weight: bold;">JTC</p> <p style="text-align: center;">OREGON DEPARTMENT OF TRANSPORTATION BRIDGE ENGINEERING SECTION</p>		<p style="text-align: center; font-size: 1.5em; font-weight: bold;">METRIC</p>	
		Phil Robb					

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## **ADDENDA**

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