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

City of West Linn

Plans and Bid Documents

Project Number: **PW-17-02**

Project Description: **Valley View and Suncrest Paving Project**

Prospective Bidders' Conference: February 22, 2018 11:00 a.m., local time

Due Date: March 1, 2018 11:00 a.m., local time

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

Alternately, copies may be reviewed or picked-up for a $50.00 fee per set at:

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

PROSPECTIVE BIDDERS' CONFERENCE
ATTENDANCE IS OPTIONAL

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

REGISTERED PROFESSIONAL ENGINEER
87272PE
OREGON
Jan. 8, 2013
LANCE E. CALVERT
EXPIRES: 12/31/19
2/7/18

GENERAL

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APPENDIX A

FORMS REQUIRED FOR SUBMITTAL WITH BID

1. NOTICE OF INVITATION TO BID AND CONTRACT
2. BID FORM
3. BID BOND
4. NONCOLLUSION AFFADAVIT
5. THREE YEAR EXPERIENCE RECORD
6. FIRST-TIER SUBCONTRACTOR DISCLOSURE (WH-179)
   Submit within 2 hours of bid closing.
7. AFFADAVIT OF COMPLIANCE WITH TAX LAWS
8. SIGNED ADDENDA (IF ANY)

FORMS NOT REQUIRED AT TIME OF BID

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

APPENDIX B

TECHNICAL PROVISIONS

APPENDIX C

PLANS

City of West Linn, Oregon

Notice of Invitation for Bid and Contract

Project Number:	**PW-17-02**	Bid Due Date:	**March 1, 2018**
Project Name:	Valley View and Suncrest Paving Project	Bid Due Time:	11:00 a.m.
Bid Opening Location:	City of West Linn – City Hall Bolton Conference Room 22500 Salamo Rd., West Linn, OR 97068	Contact: Title:	Morgan Palmer Associate Engineer
Time of Completion:	90 calendar days	Phone:	(503) 722-3436
Project Description:	This street improvement project generally includes asphalt pavement removal and replacement, cement treated subgrade, and storm sewer improvements.		

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

BIDDER

To the City of West Linn:

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

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

Construction Contractors Board Registration Number: _____

Federal Employer Identification Number: _____

For clarification of this Bid contact:

Name: _____

Telephone: _____

_____
Company Name

_____
Authorized Signature for Bidder

_____
Address

_____
Printed Name

_____
City State Zip Code

_____
Title

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

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

Approved as to form:

_____
Megan Thornton
Assistant City Attorney

City of West Linn, Oregon.

Awarded on _____, _____.

_____
Eileen Stein, City Manager

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

1. **PREPARATION OF BID:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AWARD OF CONTRACT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **WARRANTIES:** All work shall be guaranteed by the Contractor for a period of 18 months after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract. Additional warranty requirements may be set forth in the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **REFERENCE STANDARDS**:

   a. The "2010 City of West Linn Public Works Standards" which are sponsored and distributed by the City of West Linn Engineering Division, and which are hereinafter referred to as the *"COWL Specifications,"* are hereby adopted as part of these contract documents.
   b. The "2015 Oregon Standard Specifications for Construction" and the latest edition of the "Oregon Standard Drawings and Standard Details" which are sponsored and distributed by the Oregon Department of Transportation (ODOT), and which are hereinafter referred to as the "ODOT Specifications" are hereby adopted as part of these contract documents.
   c. If any contradiction exists between "COWL Specifications" or "ODOT Specifications" and this solicitation document, the solicitation language shall prevail.

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

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

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

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

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

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

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

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

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

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

      Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered

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acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

b. Timing of Payments: Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services.

c. Final Payment: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract. If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of West Linn may pay such claim to the person furnishing the labor or services and charge the amount

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of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

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

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

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

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

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

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

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

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

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

    At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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28. **FIRST TIER SUBCONTRACTOR DISCLOSURE:** If a Bid for the Project is greater than $100,000, within two working hours of the date and time the Bids are due, the Bidder must submit a written disclosure for all First Tier Subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total Project Bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid in accordance with ORS 279C.370. The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

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

    b. The dollar value of the subcontract, and

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

    If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. It is the Bidder's responsibility to determine all the documents are must be submitted to the City.

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

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

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

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

33. **ELECTRIC POWER, WATER AND TELEPHONE**: Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

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

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

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

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

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

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

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

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

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

City of West Linn	**SPECIAL TERMS AND CONDITIONS** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

Purpose: The City of West Linn intends to establish a contract for the **Valley View and Suncrest Paving Project.** For the Technical Provisions of this contract see Appendix B.

1. **Prospective Bidders Conference:** Prospective bidders are not required to attend a conference to be held at the City of West Linn City Hall:

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

   DATE/TIME: AS INDICATED ON THE INVITATION FOR BID

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

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

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

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

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

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

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

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

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Appendix A

FORMS

City of West Linn	**BID FORM** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

ITEM	ODOT SPECIFICATION #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	00210.90	MOBILIZATION	1	LS		
2	00225.90(A)(2)	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3	00280.90(A)	EROSION CONTROL	1	LS		
4	SP-1	CONSTRUCTION SURVEY	1	LS		
5	00610.90	RECONDITION EXISTING ROADWAY	1	LS		
6	00310.91(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
7	SP-2	LANDSCAPE RESTORATION	1	LS		
8	00330.93(D)	GENERAL EXCAVATION	222	CY		
9	00310.92(B)	REMOVAL OF CURBS	165	LF		
10A	00310.92(C)	REMOVAL OF WALKS AND DRIVEWAYS (CONCRETE)	174	SY		
10B	00310.92(C)	REMOVAL OF WALKS AND DRIVEWAYS (ASPHALT)	809	SY		
11	00759.90(A)	CONCRETE CURBS, STRAIGHT CURB (WL-501)	1725	LF		
12	00759.90(A)	CONCRETE CURBS, CURB & GUTTER (WL-501)	605	LF		
13	00490.90(A)	MINOR ADJUSTMENT OF MANHOLES	6	EA		
14	00490.90(D)	ADJUSTING BOXES	9	EA		
15	00745.90(A)	LEVEL 2, 3/4 INCH ACP	282	TON		
16	00745.90(A)	LEVEL 2, 1/2 INCH ACP	540	TON		
17	SP-3	ASPHALT PULVERIZING (12 INCHES DEEP)	1743	SY		
18	00759.90(C)	CONCRETE DRIVEWAY (6 INCHES PCC ON BASE)	2812	SF		
19	00759.90(E)	CONCRETE WALKS (WL-508)	6926	SF		
20	01070.90 (A)	SINGLE MAILBOX SUPPORTS	14	EA		
21	00748.90	AGGREGATE BASE, 12 INCHES THICK (ROADWAY)	665	SY		
22	00749.92(A)	ASPHALT DRIVEWAY (4 INCH AC ON BASE)	2254	SF		
23	00620.90	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	2288	SY		
24	00344.90(A)	TREATED SUBGRADE, 12 INCHES DEEP	2322	SY		
25	00344.90(C)	PORTLAND CEMENT	68	TON		
26	00470.90(B)	CONCRETE STORM SEWER MANHOLES	1	EA		

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27A	00470.90(D)	CONCRETE INLETS, TYPE - CURB INLET (WL-600)	7	EA		
27B	00470.90(D)	CONCRETE INLETS, TYPE - BEEHIVE	2	EA		
28	00730.90	EMULSIFIED ASPHALT FOR TACK COAT	1	TON		
29	00445.91(B)	12-INCH REINFORCED CONCRETE PIPE	485	LF		
29B	00445.91(B)	4-INCH PVC PIPE	23	LF		
30	SP-4	BLOCK RETAINING WALL	350	SF		
31	SP-5	RELOCATE WATER METER AND BOX	5	EA		
					TOTAL BID =	

City of West Linn	**BID BOND** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL: _____

By_____
Signature

_____
Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:

_____
Name

_____
Signature

_____
Address

_____
City State Zip

_____ _____
Phone Fax

City of West Linn	**FORMS** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

NONCOLLUSION AFFIDAVIT

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

I state that:

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

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

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

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

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

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

_____
(Signature) (Signatory's Name)

_____
(Signatory's Title)

STATE OF _____)
)§
COUNTY OF _____)

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

_____
Notary Public

My Commission Expires _____

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

THREE YEAR EXPERIENCE RECORD

Recent projects first

#1 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

#2 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

#3 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

#4 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

#5 (Project Name, Location, Contract Cost)

_____

Project description: _____

_____

_____

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

Contact name: _____

Telephone: _____

Attach additional sheets if needed.

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____Time:_____

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

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) _____	$ _____	_____
(2) _____	$ _____	_____
(3) _____	$ _____	_____
(4) _____	$ _____	_____
(5) _____	$ _____	_____
(6) _____	$ _____	_____
(7) _____	$ _____	_____
(8) _____	$ _____	_____
(9) _____	$ _____	_____

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

Form submitted by (bidder name):_____

Contact name: Phone no.: ( )

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

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

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

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

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

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

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

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

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

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

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

WH-179 (08-10-10)

AFFIDAVIT OF COMPLIANCE WITH TAX LAWS

_____ ("Affiant"), being first duly sworn under oath and representing

_____[insert Bidder/Proposer Name] ("Bidder"), deposes and swears or affirms under penalty of perjury that:

1. I am an employee of Bidder, I have knowledge of the Invitation to Bid, and I have full authority from the Bidder to submit this affidavit and accept the responsibilities stated below.
2. I am aware that the Bidder has submitted a Bid, dated on or about _____[insert date] (the "Bid"), to the City of West Linn (City) in response to Invitation to Bid PW-17-02, for Valley View and Suncrest Paving Project, and I am familiar with the contents of the Invitation to Bid and Bid.
3. The number shown on this form is Bidder's correct taxpayer identification.
   3.1. Federal Tax Number: _____
   3.2. Oregon Tax Number: _____
4. Bidder is not subject to backup withholding because:
   4.1. Bidder is exempt from backup withholding,
   4.2. Bidder has not been notified by the IRS that Bidder is subject to backup withholding as a result of a failure to report all interest or dividends, or
   4.3. The IRS has notified Bidder that Bidder is no longer subject to backup withholding.
5. I am authorized to act on behalf of Bidder, and have authority and knowledge regarding Bidder's payment of taxes, and to the best of my knowledge, Bidder is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533,Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

_____
Affiant's Signature

STATE OF _____)
)§
COUNTY OF _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

_____
Notary Public for the State of Oregon

My Commission Expires: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____

City of West Linn	**PERFORMANCE BOND** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

_____
(Official Name & Form of Organization)

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

_____
Contractor

_____
Principal Signature

Witnesses:

_____

_____
Principal Printed Name

_____

_____
Surety

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

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

City of West Linn	**PAYMENT BOND** Solicitation Number: PW-17-02	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

_____
Contractor

Witnesses:

_____
Principal Signature

_____
Principal Printed Name

_____

_____
Surety

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

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

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

CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS

DATE:_____

PROJECT: Valley View and Suncrest Paving Project

TO: City of West Linn

Persons:

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

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

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

_____
(CONTRACTOR)

BY:_____

STATE OF _____)
)§
COUNTY OF _____)

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

_____
Notary Pubic

My Commission Expires:_____

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

Appendix B

TECHNICAL PROVISIONS

SPECIAL PROVISIONS

FOR

VALLEY VIEW AND SUNCREST PAVING PROJECT

PROFESSIONAL OF RECORD CERTIFICATION:

REGISTERED PROFESSIONAL ENGINEER 87272E OREGON Jan. 8, 2013 LANCE E. CALVERT EXPIRES: 12/31/19 2/7/18	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary traffic control, temporary erosion control, drainage, earthwork, roadway pavement, striping and striping removal. Modified Special Provisions were prepared by me or under my supervision. Section(s): 00150, 00190, 00196, 00197, 00199, 00210, 00225, 00280, 00310, 00330, 00344, 00445, 00470, 00610, 00730, 00745, 00748, 00749, 00759, 01070, SP-1, SP-2, SP-3, SP-4, SP-5

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.30 Delivery of Notices - Replace this subsection with the following subsection:

00150.30 Delivery of Notices and Other Documents - For purposes of this subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Following Notice to Proceed, all notices and other documents submitted to the Contractor by the Engineer, or to the Engineer by the Contractor, electronically under 00170.08:

- If recorded in Doc Express® as received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was actually received in Doc Express®.
- If recorded in Doc Express® as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.

Claims must be submitted on paper documents according to Section 00199.

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

Add the following subsection:

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material…".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00344 - TREATED SUBGRADE

Comply with Section 00344 of the Standard Specifications modified as follows:

00344.41 Addition of Stabilizing Material - Add the following sentence to the end of this subsection:

Add 5 percent Portland Cement to the subgrade, calculated as a percentage of the in-place dry soil unit weight, unless otherwise directed.

See SP-3 for asphalt pulverizing.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 5 tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.00 Scope - Add the following paragraph to the end of this subsection:

Add the following subsection:

00759.02(c) ADA Certification for Contractors - For all supervisory personnel who will directly supervise the sidewalk ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

00759.03 Preplacement Conference - Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the sidewalk ramp Work must attend the preplacement conference.

Add the following subsection:

00759.22 Smart Level - Slopes will be verified with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24-inch level to measure slopes.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the sidewalk ramp Work.

Add the following subsection:

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.

- **Area Basis** - Measurement will be the finished surface, limited the Neat Lines shown or directed. Measurement of concrete walks will include the total area of concrete walk, including the area of new concrete sidewalk ramps within the footprint of the concrete walk. When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of new concrete sidewalk ramps within the footprint of the monolithic curb and sidewalk.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.

- **Each Basis** - Measurement will be by actual count.

00759.90 Payment -

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the sidewalk ramp Work.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

01070.90 Payment - Add the following pay item to the pay item list:

(d) Remove and Reinstall Mailbox Supports ..... Each

Item (d) includes removing mailboxes and supports, maintaining them at temporary locations, and reinstalling them at their permanent locations.

SP-1 CONSTRUCTION SURVEY

Contractor shall be responsible for all construction surveying and construction staking including all items listed under “Agency Responsibilities” in section 00150.15b of the ODOT Standard Specifications. Final grades will be checked and determined by the City Engineer. Payment is paid for by the contract unit price, Lump Sum.

SP-2 LANDSCAPE RESTORATION

This work consists of the replacement of any rock surfacing, topsoil, seeding, planting and other landscaping removed or damaged during this project. Payment is paid for by the contract unit price, Lump Sum.

SP-3 ASPHALT PULVERIZING

Scope

This work consists of constructing a reclaimed base by pulverizing and mixing the existing asphalt concrete pavement, base rock and subgrade materials, and compacting and grading to the lines, grades, thicknesses and cross sections required as a prerequisite to cement treating.

Adjusting Manholes

Lower all manholes below the pulverizing and mixing depth prior to performing FDR work if the manhole can be adjusted without removing the cone section. Raise the manholes to finished grade following final resurfacing.

Adjusting Boxes, Cleanout Lids and Similar Structures

Lower all boxes, cleanout lids and similar structures below the pulverizing and mixing depth prior to performing FDR work. Raise all the structures to finished grade following final resurfacing.

Acceptance

The Engineer will verify the uniformity and depth of placement.

Pulverizing Equipment

Furnish a self-propelled single-shaft or multiple-shaft pulverizer mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 12 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete, base rock and soil, injecting water at controlled. Agricultural disks or motor

graders are not acceptable mixing equipment. Pulverizing equipment shall be approved by the Engineer prior to use.

Grading Equipment

Provide grading equipment capable of spreading the reclaimed material and striking if off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.

Payment

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	**Unit of Measurement**
(a) Asphalt Pulverizing	Square Yard

SP-4 BLOCK RETAINING WALL

Retaining walls will be paid on the square footage of wall face. Final locations will be determined in the field by the City Inspector.

SP-5 RELOCATE WATER METER AND BOX

Work includes the private side plumbing for moving the individual water meters and meter boxes shown on the plans. Meter boxes are less than a year old so they should be salvageable. Paid for by each.

All work behind the meter must be performed by a licensed plumber in the City of West Linn and the State of Oregon. To minimize difficulties with service line connections, the following steps shall be in included in the contract documents. The Contractor shall:

1. Coordinate with the City;
2. Coordinate with the property owners for information purposes;
3. To minimize disturbance, hand excavate to verify the location, size, and material of the existing private service lines at the tie-in point to ensure proper materials on hand prior for scheduling and shutdown.

All fittings used for service connections shall be made of brass

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Appendix C

PLANS