

of the calculated tonnage within the designated limits. Payment shall constitute full compensation for all work specified herein, either for furnishing the pavement materials only or for furnishing and installing the pavement materials as listed in the bid schedule.

250.4.03 HMAC Level 2 Payment will be measured and paid for on a per ton basis to the limits as shown on the construction drawings at a nominal compacted depth of 2".

250.4.04 Tack Coat – No separate payment will be made for the asphalt tack coat, the cost of which is to be included in one or more of the unit prices.

250.4.05 Asphalt Cement Price Adjustment – An asphalt cement escalation/de-escalation clause will be in effect during the life of this contract. The price adjustment will use the Monthly Asphalt Cement Material Price (MACMP) established by the Oregon Department of Transportation (ODOT) on the first of each month. The price adjustment will use the MACMP for the month the contract was awarded as the Base Asphalt Cement Material Price "Base." The price adjustment will be determined by multiplying the Adjustment Factor, as established below, by six (6) percent and adding to the unit price for asphalt concrete pavement and pavement patching. The Monthly Asphalt Cement Adjustment Factor will be determined each month of the contract as follows:

- If the MACMP is within +/- 10% of the "Base", then there will be no adjustment.
- If the MACMP is more than 110% of the base, then:
  - Adjustment Factor = (MACMP) – (1.10 x "Base")
- If the MACMP is less than 90% of the base, then:
  - Adjustment Factor = (MACMP) – (.90 x "Base")

The "Base" price established for this contract is the MACMP for the contract date as established by ODOT.

#### **END OF SECTION 250**

### **SECTION 258 – PAVEMENT MARKINGS**

#### 258.1 DESCRIPTION:

This item includes all work necessary for furnishing and installing striping and pavement markings.

#### 258.2 MATERIALS:

258.2.01 Striping Paint shall be the alkyd resin type, ready mixed, white or yellow, as required, Type I, conforming to the requirements of AASHTO M248.

258.2.02 Preformed thermoplastic pavement markings shall be PREMARK PLUS as supplied by Flint Trading Co., or approved equal. The pavement markings shall contain factory applied surface beads, 30% glass beads by weight, for high retro-reflectivity. The thermoplastic material shall conform to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.

258.2.01A Graded Glass Beads – The material shall contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50. The material shall have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (± 10%) per 11 sq. ft. These factory applied coated surface beads shall have the following specifications:

- |                                    |   |
|------------------------------------|---|
| 1) Minimum 80% rounds              | 3) Minimum SiO <sub>2</sub> Content of 70%; |
| 2) Minimum refractive index of 1.5 | 4) Maximum iron content of 0.1%;            |

Size Gradation	% Retained
1400 µm (14 U.S. mesh)	0-3%
1180 µm (16 U.S. mesh)	2-10%
1000 µm (18 U.S. mesh)	10-30%

850 $\mu\text{m}$ (20 U.S. mesh)	30-60%
600 $\mu\text{m}$ (30 U.S. mesh)	50-80%
500 $\mu\text{m}$ (35 U.S. mesh)	60-85%
355 $\mu\text{m}$ (45 U.S. mesh)	95-100%
250 $\mu\text{m}$ (60 U.S. mesh)	98-100%

258.2.01B Pigments – White: Sufficient titanium dioxide pigment shall be used to ensure a color similar to Federal Highway White, Color No. 17886, as per federal Standard 595. Yellow: Sufficient yellow pigment shall be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment shall be of an organic nature only and contain no lead chromate.

258.2.01C Heating Indicators – The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

258.2.01D Skid Resistance – The surface, with properly applied and embedded surface beads, shall provide a minimum resistance value of 45 BPN when tested according to ASTM E-303.

258.2.01E Thickness – The material shall be supplied at a minimum thickness of 125 mils (3.15 mm).

258.2.01F Versatility – As an option, turn arrows and combination arrows may come without surface applied glass beads, thus facilitating the use of those arrows as either left or right indicators, thereby reducing inventory requirements.

258.2.01G Environmental Resistance – The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

258.2.01H Retroreflectivity – The material, when applied in accordance with manufacturers guidelines, shall demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance to ASTM E1710-97. The applied material shall have an initial minimum intensity reading of 500  $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for white and 300  $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

### 258.3 CONSTRUCTION:

258.3.01 Traffic Paint, General – The Contractor will be responsible for spotting of the lines and markings to be painted and approval of the Engineer must be obtained before pavement marking may begin. The area to be painted shall be dry, clean and free of loose particles. The paint machine shall be of the spray type capable of satisfactorily applying the paint under pressure with a uniformity of feed through nozzles spraying directly upon the pavement.

258.3.02 Striping Paint shall be thoroughly mixed prior to application and shall be applied when the air temperature is above 40°F. The rate of application for paint shall not exceed 80 square feet per gallon (approximately 20 miles wet thickness). This rate is effectively 20 gallons of paint per mile of 4 inch width solid stripes. For narrower or wider or other marking, paint shall be applied at a proportional rate with the four inch stripes.

258.3.03 Thermoplastic Pavement Markings, General – The Contractor will be responsible for spotting of the lines and markings to be installed and approval of the Engineer must be obtained before thermoplastic pavement marking may begin. The area to be marked shall be dry, clean and free of loose particles. The Contractor shall ensure that no moisture is present on the surface.

258.3.04 Thermoplastic Pavement Markings shall be applied on asphalt using the propane torch method recommended by the manufacturer. The material shall be able to be applied at ambient and road temperatures down to 32°F without any preheating of the pavement to a specific temperature. The material shall be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. The material supplier shall enclose application instructions with each box/package of the thermoplastic pavement markings.



#### 258.4 MEASUREMENT AND PAYMENT:

258.4.01 Stop Bars – Measurement for stop bars will be made on a linear foot basis for the width and type of pavement markings listed in the bid schedule and installed. Payment will be at the contract price per linear foot and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the specified work.

#### **END OF SECTION 258**

#### **SECTION 275 – ADJUSTMENT OF EXISTING MANHOLES, CLEANOUTS, CATCH BASINS AND WATER VALVES**

##### 275.1 DESCRIPTION:

This item includes all work necessary for the adjustment of existing sewer structures and storm drain manholes and catch basins to new finish grades with the use of cast iron paving riser rings and resetting of frames, lids and rims.

##### 275.2 MATERIALS:

275.2.01 Concrete shall conform to the requirements of ASTM C94. Compressive field strength shall be not less than 3,000 p.s.i. at 28 days. Maximum size of aggregate shall be 3/4 inch. Slump shall be between 2 inches to 4 inches.

275.2.02 Mortar shall conform to the requirements of ASTM C387, or be proportioned 1 part Portland cement to 2 parts clean, well graded sand which will pass a 3/8 inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: a) hydrated lime, 10%; b) diatomaceous earth or other inert materials, 5%. Consistency of mortar shall be such that it will readily adhere to the precast concrete. Mortar mixed longer than 30 minutes shall not be used.

275.2.03 Non-Shrink grout shall be Sika 212, Euco N-S, Five-Star, or approved equal non-metallic cementitious commercial grout exhibiting zero shrinkage per ASTM C-827 and CRD-C-621. Grout shall not be amended with cement or sand and shall not be reconditioned with water after initial mixing. Unused grout shall be discarded after 20 minutes and shall not be used. Non-shrink grouts shall be placed or packed only with the use of an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted. The bonding agent shall be compatible with the brand of grout being used. Water shall not be used as a substitute for the commercial bonding agent.

275.2.04 Precast Concrete Grade Rings shall conform to the requirements of ASTM C478.

275.2.05 Cast Iron Paving Grade Rings shall be supplied by concrete vendor or approved equal.

275.2.06 Cast Iron Manhole Paving Grade Rings shall conform to the requirements of H20 Load Ratings. All sewer paving riser rings will be furnished by NBWA and installed by the Contractor.

275.2.07 Precast Concrete Water Valve Boxes shall conform to the requirements of H20 Load Rating. All precast concrete water valve boxes as required for this project shall already be in place or will be furnished by the Owner and installed by the Contractor.

275.2.08 Crushed Rock shall be of the designated size 3/4 inch-0 and shall meet the requirements of Oregon Standard Specifications Subsection 2630.

##### 275.3 CONSTRUCTION:

275.3.01 Manhole Frame Adjustment - Manholes shall be raised or lowered by removing the existing frames, grates or covers and adjusting the height as necessary to correspond to grade. Manholes may be raised or lowered by any of the following or combination of methods when no particular method is specified.

275.3.01A Manhole necks are defined as that upper portion of a manhole having vertical walls and a uniform diameter or dimensions sufficient to receive and support the metal frame. The manhole neck

may be extended by the use of precast extension rings and mortar or by reconstructing the neck except that the total distance from the top of the metal frame at its new adjusted grade to the bottom of the neck shall not exceed 24 inches.

275.3.01B Manhole cones may be cut down and rebuilt provided the batter or slope of the cone does not exceed 6 inches horizontal per 12 inches vertical.

275.3.01C Manhole barrels or catchbasins of precast concrete shall be extended in kind with like Precast concrete materials.

275.3.01D Existing frames shall be reset in fresh mortar and brought to proper grade following manhole adjustment.

275.3.02 Manhole Ring Addition - Existing frames may be extended with cast iron paving rings where the existing slope across the manhole matches the finish grade slope.

275.3.03 Water Valve Box Adjustment – Precast concrete water valve boxes shall be raised by digging out the existing valve box and raising it to match the finish grade. The Contractor shall add and compact with mechanical compaction equipment such additional crushed rock as may be needed to fill the void resulting from lifting the valve box.

#### 275.4 MEASUREMENT AND PAYMENT:

275.4.01 Sanitary Sewer Manhole Adjustments will be measured on a per each basis for each sanitary sewer manhole adjusted with paving rings or if necessary adjustment of the manhole cone. Payment will be at the contract price per each under the bid item "Adjust Existing Surface Structures" and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the installation of the paving rings or cone adjustment. The paving riser rings will be supplied by the City Public Works Department.

275.4.02 Water Valve Box Adjustments There will be no separate payment for the adjustment of water valve boxes. The cost of removal and disposal is to be included in one or more of the unit prices.

275.4.06 Storm Manhole Adjustments will be measured on a per each basis for each storm manhole adjusted with paving rings or if necessary adjustment of the manhole cone. Payment will be at the contract price per each under the bid item "Adjust Existing Surface Structures" and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the installation of the paving rings or cone adjustment. The paving riser rings will be supplied by the City Public Works Department.

**END OF SECTION 275**

**END OF DIVISION TWO**

**END OF TECHNICAL SPECIFICATIONS**



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Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price
Base Bid	Required					
	1		1 Mobilization, Bond, Traffic Control	LS	1	
	2		2 Furnish & Install 2" Overlay, compacted, per City Plan -15TH ST SE	TONS	110.4	
	3		3 Furnish & Install 2" Overlay, compacted, per City Plan - CEDAR AV SW	TONS	105.2	
	4		4 Furnish & Install 2" Overlay, compacted, per City Plan - SKIPANON CT	TONS	106.2	
	5		5 Furnish & Install 2" Overlay, compacted, per City Plan - 14TH ST SW	TONS	165.2	
	6		6 Furnish & Install 2" Overlay, compacted, per City Plan - 7TH ST SE	TONS	99.1	
	7		7 Furnish & Install 2" Overlay, compacted, per City Plan - BIRCH CT SW	TONS	186.2	
	8		8 Furnish & Install 2" Overlay, compacted, per City Plan - FIFTH AV	TONS	161	
	9		9 Furnish & Install 2" Overlay, compacted, per City Plan - HARBOR CT NE	TONS	135	
	10		10 Furnish & Install 2" Overlay, compacted, per City Plan - MARINER ST	TONS	54	
	11		11 Furnish & Install 2" Overlay, compacted, per City Plan - THIRD AV	TONS	60.8	
	12		12 Furnish & Install 2" Overlay, compacted, per City Plan - 10TH PL SE	TONS	100.5	
	13		13 Furnish & Install 2" Overlay, compacted, per City Plan - 13TH ST NW	TONS	57.8	
	14		14 Furnish & Install 2" Overlay, compacted, per City Plan - 1ST ST SE	TONS	89.1	
	15		15 Furnish & Install 2" Overlay, compacted, per City Plan - ANCHOR AV SE	TONS	236.9	
	16		16 Furnish & Install 2" Overlay, compacted, per City Plan - NINTH AV	TONS	108.2	
	17		17 Furnish & Install 2" Overlay, compacted, per City Plan - 9TH ST SW	TONS	273.2	
	18		18 Furnish & Install 2" Overlay, compacted, per City Plan - BIRCH CT NW	TONS	179.3	
	19		19 Furnish & Install 2" Overlay, compacted, per City Plan - JETTY ST	TONS	64.3	
	20		20 Furnish & Install 2" Overlay, compacted, per City Plan - KING SALMON P	TONS	298	
	21		21 Furnish & Install 2" Overlay, compacted, per City Plan - LAKE RD SPUR	TONS	44.9	
	22		22 Furnish & Install 4" Overlay, compacted, per City Plan - CEDAR AV SW	TONS	332	
	23		23 Adjustment to existing utilities	EA	2	
	24		24 Shoulder Rock	CY	125	
	25		25 Pavement markings - Stop Bars	LF	252	



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Collin Stelzig, P.E., Public Works Director  
 DATE: July 28<sup>th</sup>, 2020  
 SUBJ: SW Alder Avenue (SW 2<sup>nd</sup> Street to SW 1<sup>st</sup> Street) – Advertise Request for Bids

### SUMMARY

Portions of SW Alder Avenue between N Main Avenue and SW 4<sup>th</sup> Street have been widened and improved. The remaining stretch for this project between SW 2<sup>nd</sup> Street and SW 1<sup>st</sup> Street will include the reconstruction of the existing roadway as well as additional roadway width, landscaping strips on both side of the road, ADA compliant curb returns, sidewalks, replacement of inadequate storm drainage system, and utility improvements.

Public Works is seeking Commission approval to advertise the request for bids for the SW Alder Avenue (SW 2<sup>nd</sup> Street to SW 1<sup>st</sup> Street) reconstruction project. Bid items will include traffic control, potholing, demolition, roadway and trench excavation, stormwater infrastructure, roadway reconstruction/construction, walkway and curb reconstruction, concrete driveway construction, asphalt paving, and pavement striping.

### RECOMMENDATION/SUGGESTED MOTION

*I move to approve advertising the request for bids for the SW Alder Ave (2<sup>nd</sup> to 1<sup>st</sup>) reconstruction project.*

### ALTERNATIVE

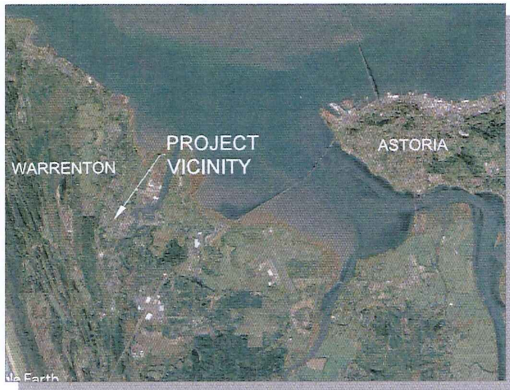
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

### FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2020-2021 Adopted Budget.

Approved by City Manager:

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



## GENERAL NOTES

- ATTENTION CONTRACTORS, OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THESE RULES ARE SET FORTH IN OREGON RULES THROUGH OAR 840-0200. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER, 800.744.7444. THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-8347 OR 1-800-232-8347. AT LEAST TWO (2) BUSINESS DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OREGON UTILITY NOTIFICATION CENTER OF THE DATE AND LOCATION OF THE PROPOSED CONSTRUCTION, AND THE TYPE OF WORK TO BE PERFORMED.
- ALL EXISTING FACILITIES TO BE MAINTAINED OR REPLACED BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER AND JURISDICTION HAVING AUTHORITY (JHA).
- IN ACCORDANCE WITH O.S. 21.00, IF THE CONTRACTOR FINDS IT NECESSARY TO INTERFERE WITH OR PAUSE ONE OR MORE ESTABLISHED PUBLIC LAND SURVEY CORNERS OR MONUMENTS WITHIN THE PROJECT LIMITS, THE CONTRACTOR SHALL NOTIFY THE COUNTY SURVEYOR PRIOR TO DOING SO.
- RECONSTRUCTION OF PUBLIC LAND SURVEY CORNERS OR MONUMENTS FOR REPLACING ALL SURVEY MONUMENTS DESTROYED OR DESTROYED DURING CONSTRUCTION. REPLACING THE SURVEY MONUMENTS SHALL BE DONE BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- EXISTING UTILITY LOCATIONS SHOWN ON PLANS AND PROFILES ARE APPROXIMATE ONLY. NO PRECISION PHOTOGRAPHY WAS DONE TO ESTABLISH THESE LOCATIONS. CONTRACT UTILITY COMPANIES FOR PREPARING CONTRACTS TO PROVIDE EXISTING UTILITIES AT COMPLETED A CROSS-SECTION LOCATIONS TO VERIFY DEPTH, LOCATION & TYPE OF UTILITY PRIOR TO CONSTRUCTION. MATERIALS OR CONSIDERING UTILITY SERVICE QUALITY, UTILITY ENGINEER MAGNITUDE & EXISTING CONSTRUCTION MAY BE THAT SHOWN, JOINT ENGINEER OF 10 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS ON THE JOB ARE INCLUDING ALL EXISTING GRADES, EXISTING EXISTENCE AND COMPATIBILITY TO THE EXISTING SITE CONDITIONS AND WITH THE WORK DESCRIBED ON THE CONTRACT DRAWINGS. ALL DESIGN ELEMENTS OR UNDESIGNED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. CONTRACTOR SHALL NOT PROCEED WITH ANY OF THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL DISCREPANCIES ARE RESOLVED BY THE CONTRACTOR OR TO DO SO, THEN IT IS UNDERSTOOD THAT HE SHALL BE PROCEEDING AT HIS OWN RISK AND BEAR ALL COSTS IF ANY, TO RESOLVE THE ISSUE TO THE SATISFACTION OF THE ENGINEER.
- ALL WORK IN A PUBLIC RIGHT-OF-WAY OR EASEMENTS PROVIDED TO BENEFIT A JURISDICTION SHALL CONFORM TO STANDARDS OF THE JHA. TECHNICAL SPECIFICATIONS FOR PUBLIC IMPROVEMENT CONSTRUCTION ARE NOT ALLOWED THE MOST CURRENT EDITION OF THE B.O.P. A.W.A. OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. OREGON JHA STANDARD AND OFFICIAL PROVIDERS SHALL BE REFERENCED UNDER TECHNICAL SPECIFICATIONS. CONTRACTOR SHALL NOT ADDRESS A DIFFERENCE IN SPECIFICATIONS FOR CONSTRUCTION METHODS AND OTHER NOTES PERTAINING TO THE PROJECT.
- UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, CONTRACTOR TO SUBMIT RECORD DRAWINGS TO THE ENGINEER. THE PROJECT SHALL NOT BE CONSIDERED COMPLETE UNTIL RECORD DRAWINGS ARE ACCEPTED.
- CONTRACTOR MAY ENCOUNTER HIGH UNDERGROUND WATER TABLE AT SITE LOCATION. CONTRACTOR SHALL ANTICIPATE AND DISSEMINATE ANY AND ALL NECESSARY TO PROVIDE NECESSARY MEASURES REQUIRED TO COMPLETE PROJECT AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS. CONTRACTOR SHALL BEAR ALL COSTS PERTAINING TO NECESSARY EFFORTS.
- CONTRACTOR SHALL RESTORE ALL SURFACES TO MATCH EXISTING AND ADJACENT GRADES.
- ALL GROUND SURFACES SHALL BE CONSIDERED TO BE FIRM SURFACE EXCEPT WHERE SHOWN OTHERWISE. NOTED: ALL SURFACES SHALL BE GRADED SMOOTH AND FREE OF IRREGULARITIES THAT COULD ACCUMULATE SURFACE WATER.
- THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES, AND OTHER MEASURES REQUIRED TO MAINTAIN TRAFFIC AND BE RESPONSIBLE TO BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL REPLACE ALL SIGNS REMOVED DURING CONSTRUCTION AND TO APPROVE INSTALLATION.
- THE CONTRACTOR SHALL DEVELOP AND SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE JHA AND CDDOT IF APPLICABLE. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO THE PROJECT START. THE CONTRACTOR SHALL MAINTAIN AND PLACE TRAFFIC CONTROL BARRICADES AND SIGNS ACCORDING TO THE TRAFFIC AND CDDOT SPECIFICATIONS. THE CONTRACTOR SHALL USE CONE, SIGNS, SIGNS, DETOUR SIGNS AND BARRICADES TO KEEP HIGHWAY AND PEDESTRIAN TRAFFIC OUT OF THE IMMEDIATE CONSTRUCTION ZONE OF THE CONTRACTOR. ALL SIGNS AND BARRICADES MUST BE APPROVED BY THE JHA, CDDOT AND THE ENGINEER PRIOR TO CONSTRUCTION.

## UTILITY PROVIDERS

CITY OF WARRENTON  
ATTN: COLLETT PHELPS  
PUBLIC WORKS DIRECTOR  
40 SW 2ND ST  
WARRENTON, OR 97146  
(503) 862-4157  
(503) 862-4157 (FAX)

CITY OF WARRENTON  
ATTN: COLLETT PHELPS  
PUBLIC WORKS DIRECTOR  
40 SW 2ND ST  
WARRENTON, OR 97146  
(503) 862-4157  
(503) 862-4157 (FAX)

ELECTRICITY  
PGE POWER  
ATTN: MARK BROCKEY  
2000 E. COLLETT  
WARRENTON, OR 97146  
(504) 845-1000  
(504) 845-1000 (FAX)

CABLE TELEVISION  
COMCAST COMMUNICATIONS  
ATTN: KIM MCCANN  
410 N. BROADWAY  
ASTORIA, OR 97103  
503-325-4001  
503-325-4001 (FAX)

NATURAL GAS  
NORTHWEST NATURAL GAS  
ATTN: BOB GARDNER  
200 2ND AVENUE  
PORTLAND, OR 97208  
503-244-1000 EXT. 3400  
503-244-1000 (FAX)

TELEPHONE  
CENTURIA  
ATTN: MARK GUTEN  
405 INDUSTRIAL  
ASTORIA, OR 97103  
503-325-4001  
503-325-4001 (FAX)

TIME & TITLES  
PGE POWER  
PGE POWER  
PGE POWER

## PROJECT TEAM

JOEL ENGLISH  
J.E. ENGINEERING LLC  
2000 GALEY P.E.  
P.O. BOX 100  
SEASIDE, OR 97138  
503-734-1000  
503-734-1000 (FAX)

## SHEET INDEX

- COVER
- CITY OF WARRENTON NOTES
- EXISTING UNDERGROUNDS & CONSTRUCTION PLAN
- SW ALDER UTILITY PLAN
- SW ALDER PLAN AND PROFILE
- SW CURB RETURN DETAIL
- SE CURB RETURN DETAIL
- NEW CURB RETURN DETAIL
- NEW CURB RETURN DETAIL
- DETAILS I
- DETAILS II
- DETAILS III
- DETAILS IV
- DETAILS V
- DETAILS VI

## REFERENCE DATUM

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 83) BASED ON STATISTICAL ANALYSIS OF THE DATA FROM THE NATIONAL GEODETIC SURVEY. ALL VERTICAL POSITIONS SHALL BE REFERENCED TO THIS DATUM AND ADJUSTED BY THE LEAST SQUARES METHOD BY TRIANGLE SQUARES METHOD.



BID SET

NO.	DATE	BY	REVISION COMMENTS
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4			CHANGED
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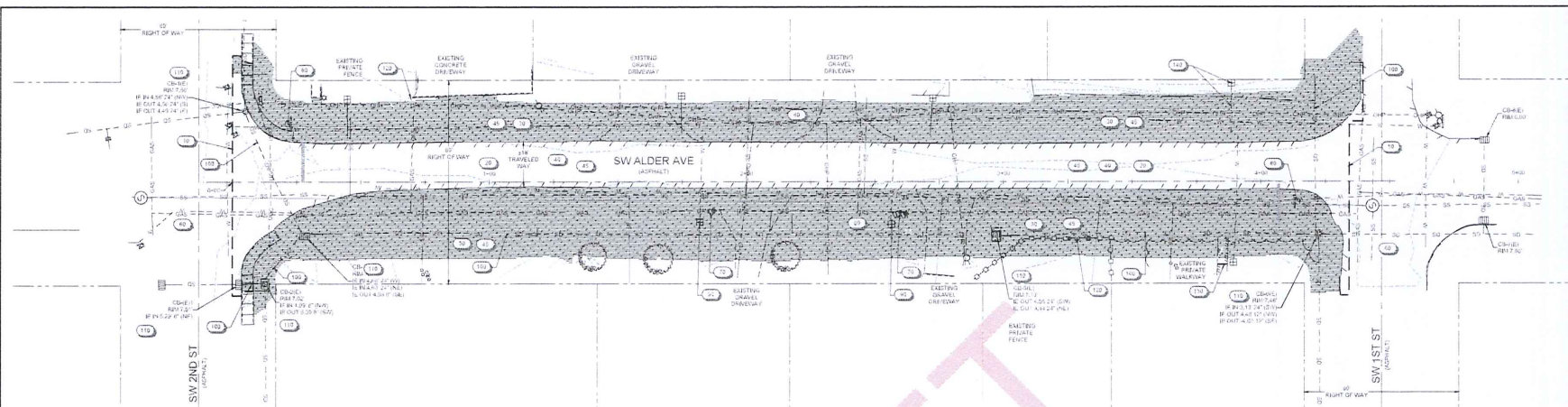
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SW ALDER AVENUE 2ND TO 1ST  
ROAD RECONSTRUCTION  
COVER  
S21 T8N R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON









## EXISTING CONDITIONS AND DEMOLITION PLAN

SCALE: 1" = 20'

☐ DEMOLITION NOTES

DETAIL(S)

- 29 DEMO/ EXISTING PAVEMENT ON CONCRETE  
30 EXISTING EXISTING PAVEMENT ON CONCRETE FROM SITE  
31 ACQUIRE CPT  
32 EXCAVATE EXISTING ENCLASHER AND MATERIAL TO OBTAIN FUTURE  
33 ACQUIRE CPT  
34 EXCAVATE EXISTING ROADBED TO DESIGN SURFACE, ACHIEVE 1% DITCH  
35 OVERLAP TO EXISTING PAVEMENT AS DIRECTED BY ENGINEER.  
36  
37 PROTECT AND PROTECT ALL EXISTING UTILITIES  
38  
39 DEMO AND PRESERVE WATER FOR REVEGETATION  
40 DEMO AND PRESERVE WATER FOR REVEGETATION  
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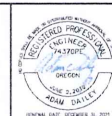
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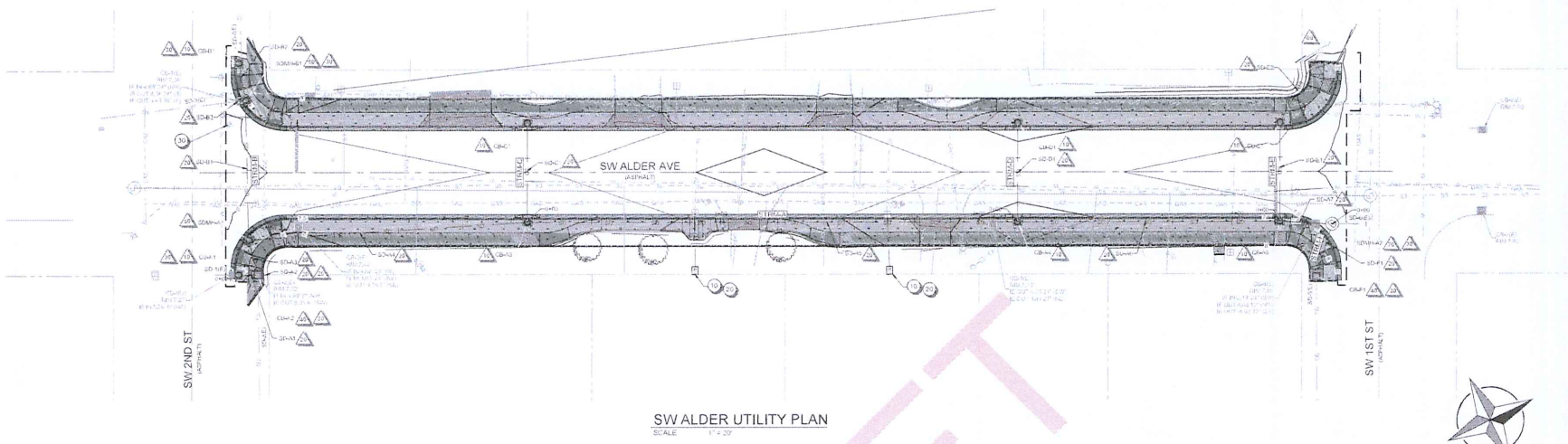
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EXISTING CONDITIONS AND DEMOLITION PLAN  
S21, T8N, R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON



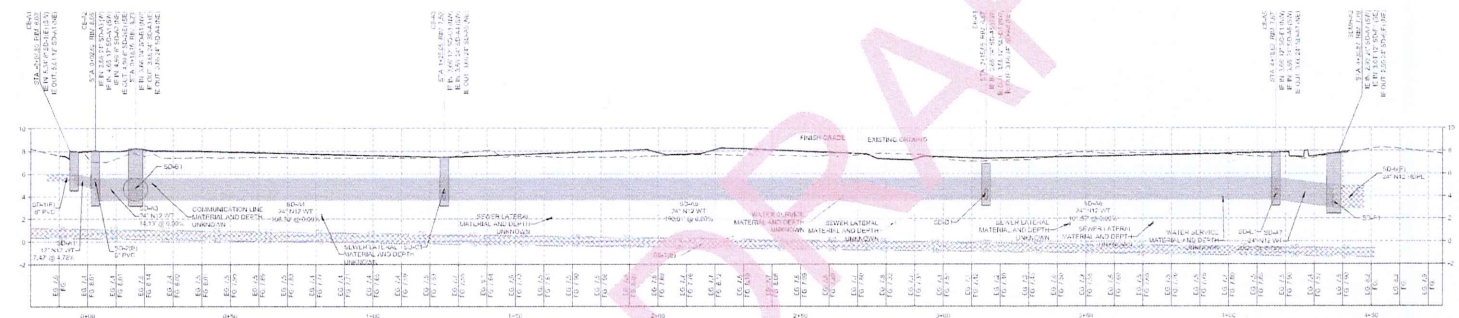
**A.M.**  
Engineering  
P.O. BOX 973 SEASIDE, OREGON 97138  
Phone: 503.488.8600 WWW.AMENGE.COM



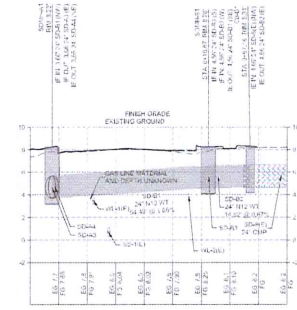
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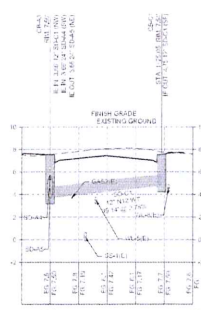
SW ALDER UTILITY PLAN  
 SCALE 1" = 20'



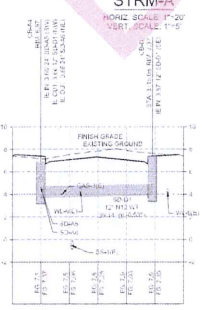
STRM-A  
 HORIZ. SCALE 1" = 20'  
 VERT. SCALE 1" = 2'



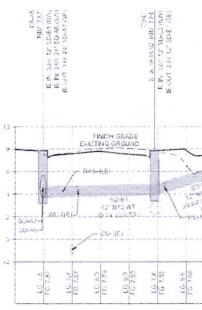
STRM-B  
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 VERT. SCALE 1" = 2'



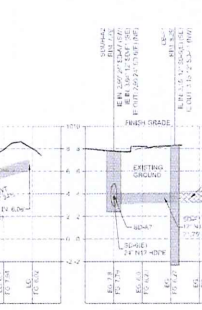
STRM-C  
 HORIZ. SCALE 1" = 20'  
 VERT. SCALE 1" = 2'



STRM-D  
 HORIZ. SCALE 1" = 20'  
 VERT. SCALE 1" = 2'



STRM-E  
 HORIZ. SCALE 1" = 20'  
 VERT. SCALE 1" = 2'



STRM-F  
 HORIZ. SCALE 1" = 20'  
 VERT. SCALE 1" = 2'

**NOTE**

- UTILITY EXISTING LOCATION AND DEPTH ARE APPROXIMATED (SEE GENERAL NOTES SHEET C1).
- UTILITY TRENCHES AND CURBS AND GUTTERS REQUIRE LIGHTNING SUBGRADE COMPACTION TESTS COMPLETED EVERY ONE HUNDRED FEET. PROVIDE TEST REPORTS TO ENGINEER AND CITY PUBLIC WORKS.

**STORMWATER NOTES**

- CONSTRUCT CURB OPENING CATCH BASIN TYPE C50, 6" CURB OPENING.
- CONSTRUCT STORM PIPE.
- CONSTRUCT STORM PIPE CLEANOUT.
- CONSTRUCT EXISTING PIPE TO PROPOSED STRUCTURE CONNECTION.
- CONSTRUCT TYPE-A CATCH BASIN WITH SOLID GRATE.
- CONSTRUCT SHALLOW STORM MANHOLE WITH CURB OPENING CATCH BASIN TYPE C50, 6" CURB OPENING.
- CONSTRUCT ROCK ENERGY DISSIPATOR.
- CONSTRUCT SHALLOW STORM MANHOLE.

**WATER NOTES**

- CONSTRUCT WATER SERVICE FROM FIRE HOUSE LOCATION TO PROPOSED METER STOP USING BRASS FOR FITTINGS. CITY TO PROVIDE METER BOX AND LID.
- COORDINATE CITY REINSTALLATION OF WATER METER AT PROPOSED LOCATION.
- SET TO PROVIDE ANNUAL METER.
- ADJUST WATER VALVE CAN.

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## DETAIL(S)

- |    |  |  |
|----|--|--|
| 39 | CONSTRUCT CATCH BASIN OUTLET WITH 3' MAX. OUTLET TRANSITIONS WHERE APPLICABLE. E = 8" AT INLET. E = 8" AT INLET. | RD37N10.13 RD37N10.14  |
| 40 | CONSTRUCT 5% COMPLAINT RAMP WITH LANDING AND CAST IN PLACE BRICK RED TRUNCATED DOMES.                            | RD0006.14 RD37N10.14<br>RD37N10.15 RD37N10.16<br>RD37N10.17 RD37N10.18<br>RD37N10.19 RD37N10.20<br>RD37N10.21 RD37N10.22 |



1 SW CURB RETURN DETAIL  
CG SCALE 1"=2'



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SW ALDER AVENUE 2ND TO 1ST  
ROAD RECONSTRUCTION  
SW CURB RETURN DETAIL  
S21, T8N, R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON

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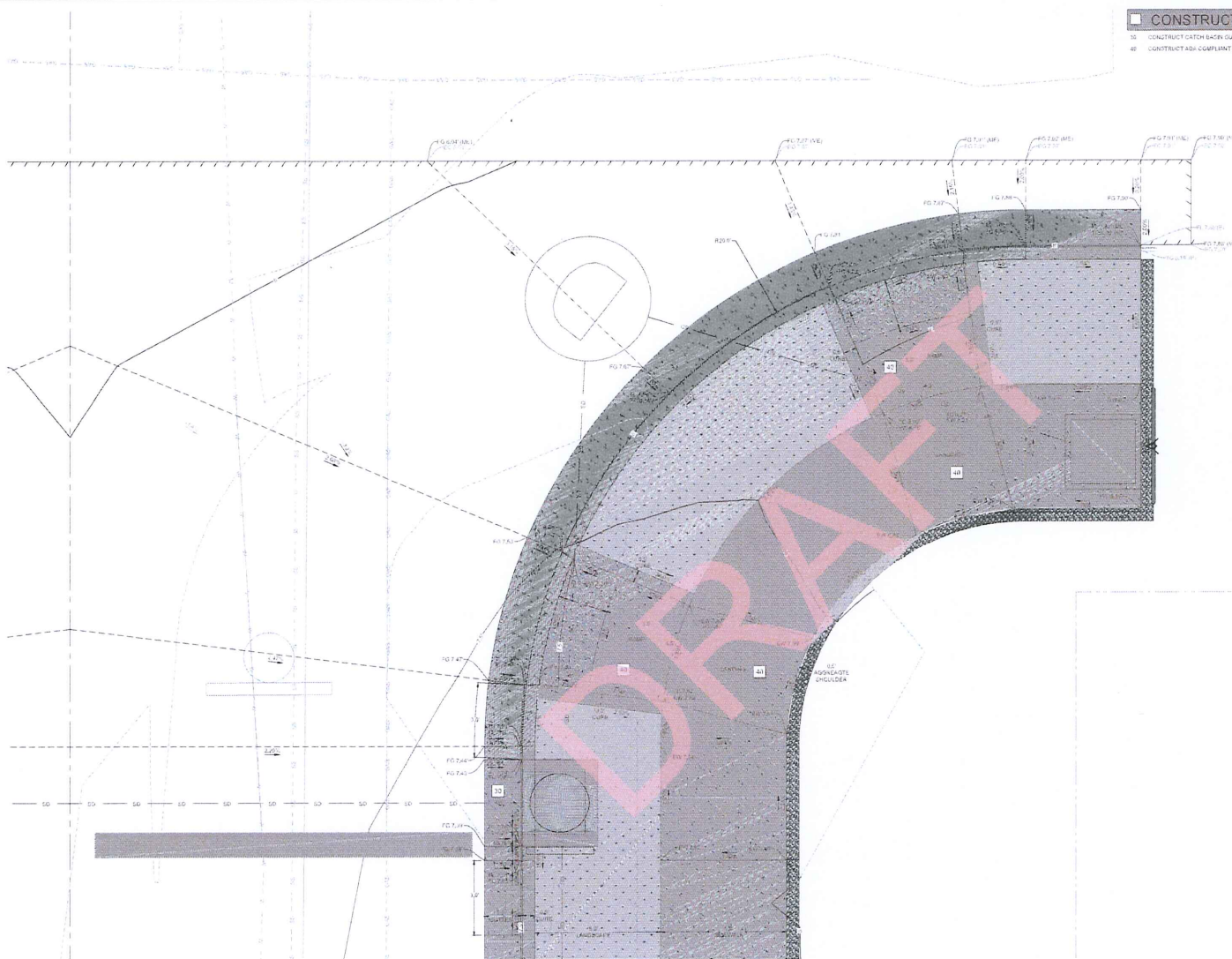
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1 NE CURB RETURN DETAIL  
C9 SCALE 1"=2'

CONSTRUCTION NOTES

30	CONSTRUCT CATCH BASIN GUTTER WITH 3 MAX. GUTTER TRANSITIONS WHERE APPLICABLE. E = 6" AT PILE
40	CONSTRUCT ADA COMPLIANT RAMP WITH LANDING AND CAST IN PLACE, BRICK RED, TRUNCATED DOMES.

49 CONSTRUCT ADA COMPLIANT RAMP WITH LANDING AND CAST IN PLACE, BRICK RED, TRUNCATED DOMES.

DETAIL(S)

RD371/C13, RD372/C14  
RD700/C14 RD721/C14  
RD710/C14 RD711/C14

RD725C15, RD745C15,  
RD755C15, RD757A14,  
RD758C15, RD759C15



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SW ALDER AVENUE 2ND TO 1ST  
ROAD RECONSTRUCTION  
NE CURB RETURN DETAIL  
S21, T8N, R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON

SW ALDER AVENUE 2ND  
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S21, T8N, R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON

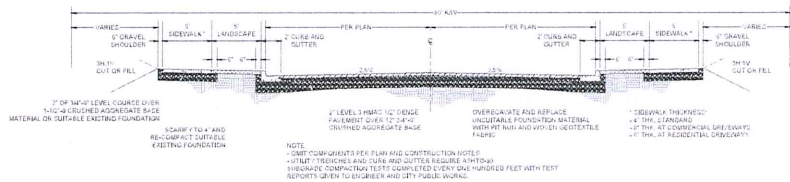
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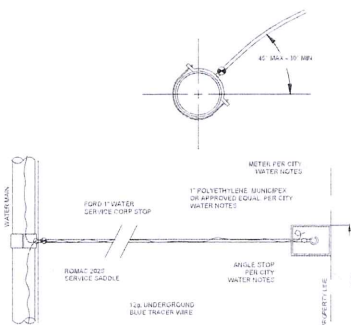
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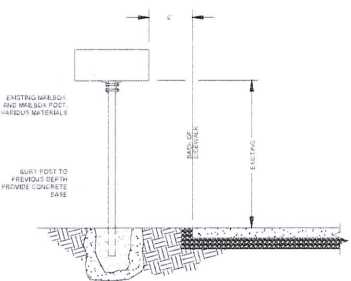




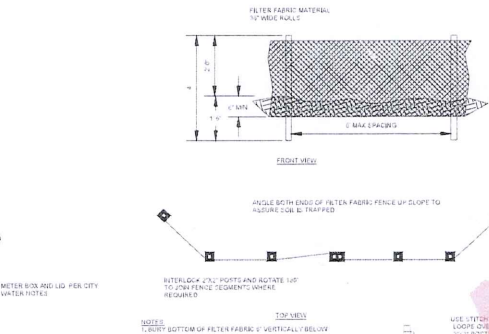
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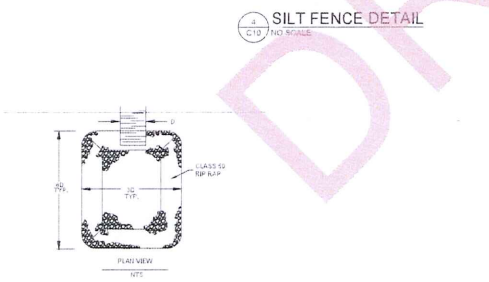
3 WATER SERVICE CONNECTION DETAIL  
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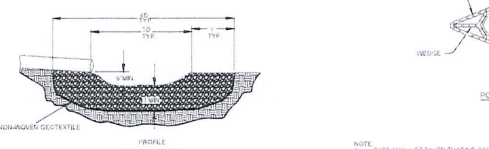
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6 BIO-FILTER BAG DETAIL  
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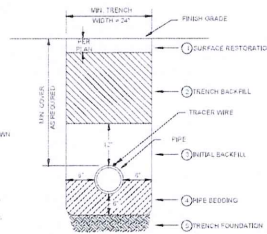


5 SILT FENCE DETAIL  
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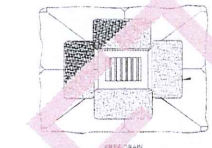


8 ROCK ENERGY DISSIPATER DETAIL  
C10 NO SCALE

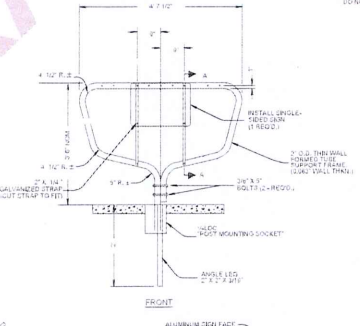
NOTES:  
1. ALL DIMENSIONS SHOWN ARE MINIMUM AND RELATIVE TO OUTSIDE OF PIPE BELL.  
2. MINIMUM COVER:  
WATER MAIN = 36\"/>



PIPE TRENCH DETAIL  
C10 NO SCALE



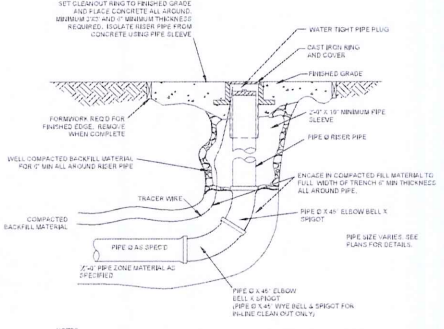
6 BIO-FILTER BAG DETAIL  
C10 NO SCALE



9 CATCH BASIN INSERT BAG DETAIL  
C10 NO SCALE



10 SIDEWALK ENDS SIGN DETAIL  
C10 NO SCALE



11 STANDARD CLEANOUT DETAIL  
C10 NO SCALE



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SW ALDER AVENUE 2ND TO 1ST  
ROAD RECONSTRUCTION  
DETAILS 1  
S21 T8N, R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON

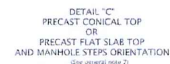
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GENERAL NOTES FOR ALL DETAILS:

1. Surfacing of paved areas shall comply with street cut S&C. Dept. RD302
2. For pipe installation in embankments areas where the trench method is used and the slope is  $\geq 30^\circ$  diameter, increase dimension "B" to annular diameter.
3. Pipes over 22" diameter are structures, and are not applicable to this D.
4. See the Dept. RD316 for trunks with details (when required).

Effective Date: June 1, 2020 - November 30, 2020



- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET**
1. All materials/products shall conform to **ASTM A955**
  2. Standard process materials: **304/316 Stainless Steel and Inconel**
  3. Use **S&S Dwyer** or **Omega** for temp. measurement control
  4. Use **S&S Dwyer** **RG204** for multiple data points
  5. Adjust **24" maximum**
  6. All connecting pipes shall have a **1/2" minimum** size. All flange size to be **Standard** and **1/2" minimum**

7. Steps also conform to requirements of ASTM C475, Wym 14-42 or less exact steps.  
See Detail "C" for alignment of steps, and manhole cover and frame.
8. See (a) Fig. Dwg. RD335 for details not shown.
9. See Fig. Dwg. RD336 for manhole covers and frames, manhole edge.
10. Max. pipe diameter varies with pipe material.
11. See Fig. Dwg. RD342 for other machines.
12. See patent files for details not shown.

CAGE CODE NO.	NSN	ISSUING AGENCY DTIC	10-JAN-2019
<p>The language and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, at the sole responsibility of any user and should not be used without consulting a Registered Professional Engineer.</p>		<p>NOTE: All technical drawings are subject to change without notice as deemed necessary by the issuing agency.</p>	
<p><b>OREGON STANDARD DRAWINGS</b></p>			
<p><b>STANDARD MANHOLE DETAIL</b></p>			
<p>2048</p>			
DATE	REVISED	REVISIONS	
01/10/19	01/10/19	01/10/19	

Effective Date: June 1, 2020 – November 30, 2020



- GENERAL NOTES FOR ALL DETAILS
1. See S&P, DSD-616, RD-365, and ESD-165 for detail notes not shown.
  2. See appropriate standard drawings or special project details for other similar connections.
  3. Location, elevation, diameter, slope, and number of pipes must remain as project plans.
  4. All pipe quantities shown are approximate.
  5. All items (if not stated) shall have a minimum of 10' of approved fill above.
  6. See S&P, DSD-116 for tie back details.
  7. When rapid pipe is used, the connecting pipe shall have a flexible, sand-filled and wrapped joint using 2" of material with a joint type same with item 6 above.
  8. All pipe shall be 12" or larger, unless project conditions call for a reduction of AISC C-13.
  9. Pipe shall be 12" or larger, unless project conditions call for a reduction of AISC C-13.

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Effective Date: June 1, 2020 - November 30, 2020



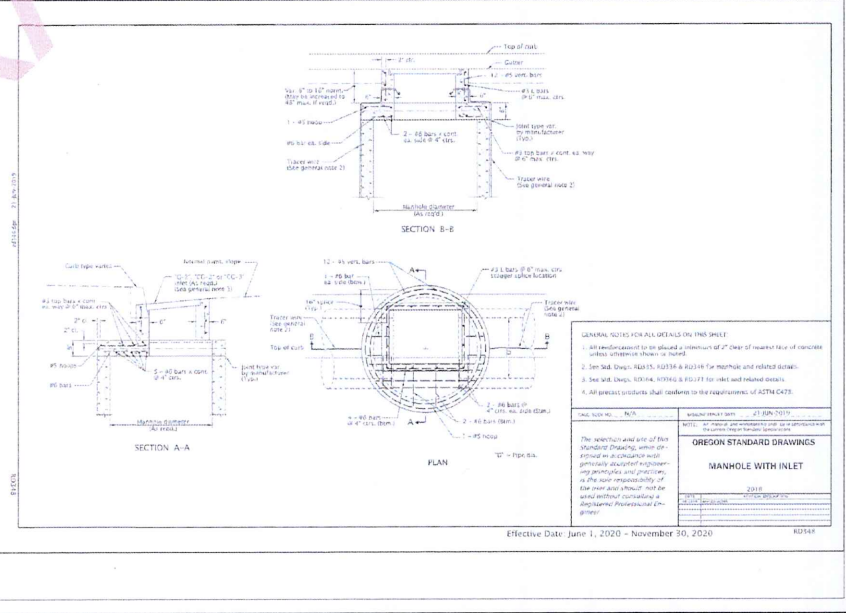
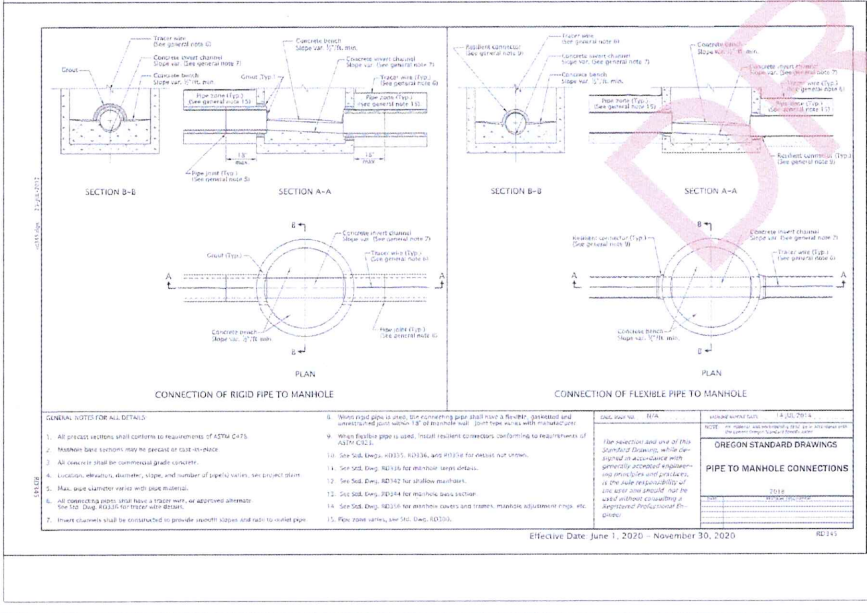
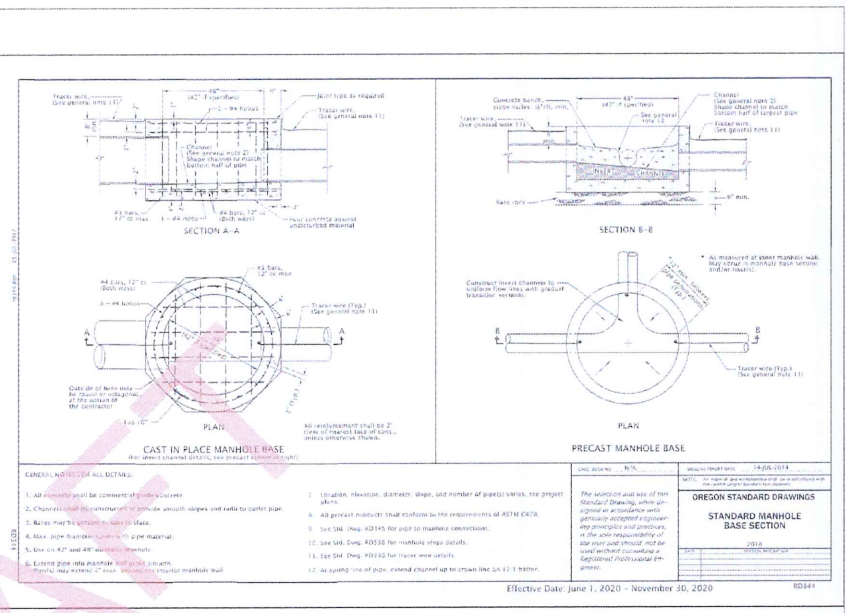
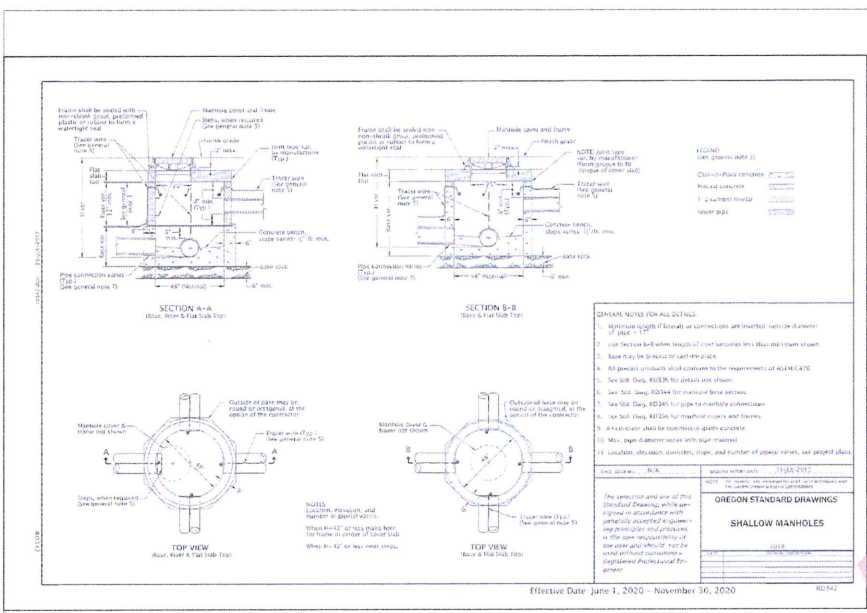


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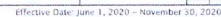
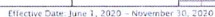
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ODOT DETAILS II  
S21 T8N R10W WM  
WARRENTON, CLATSOP COUNTY, OREGON

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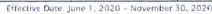
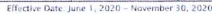
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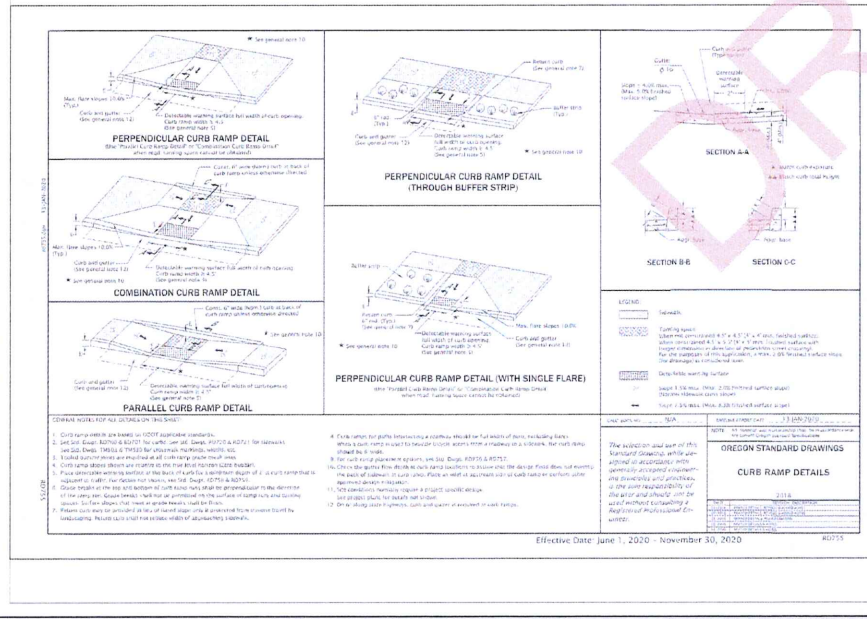
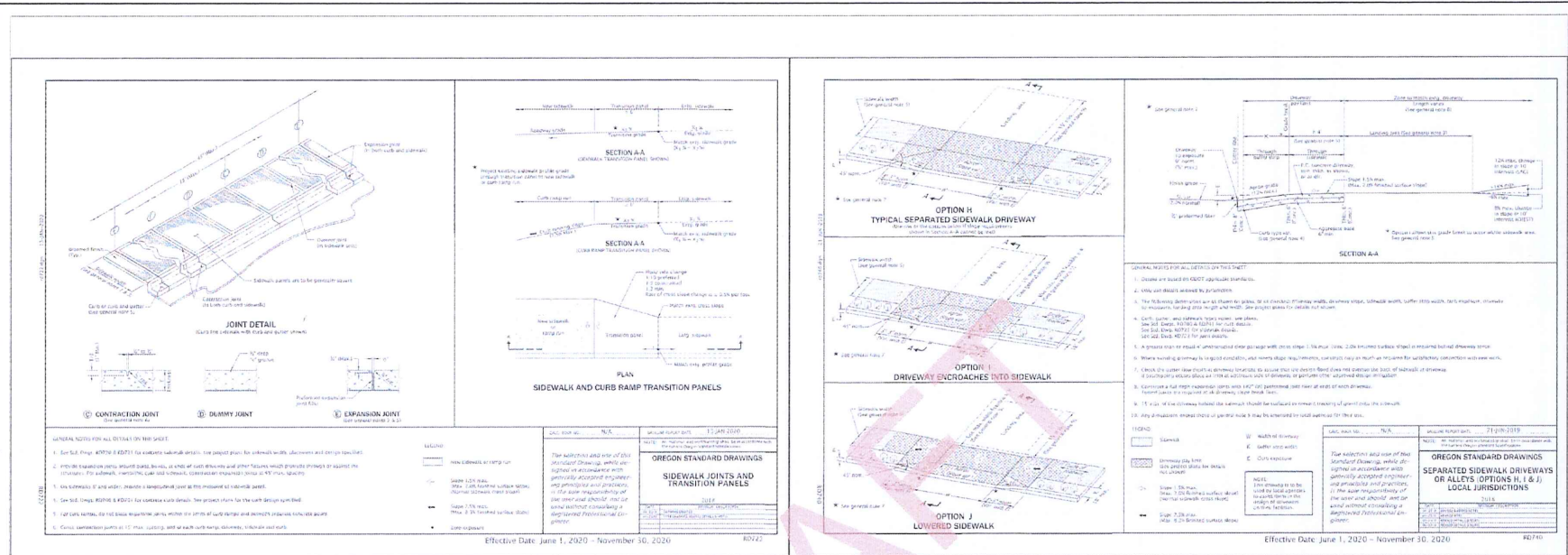


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SW ALDER AVENUE 2ND TO 1ST  
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 S21, T8N, R10W WM  
 WARRENTON, CLATSOP COUNTY, OREGON

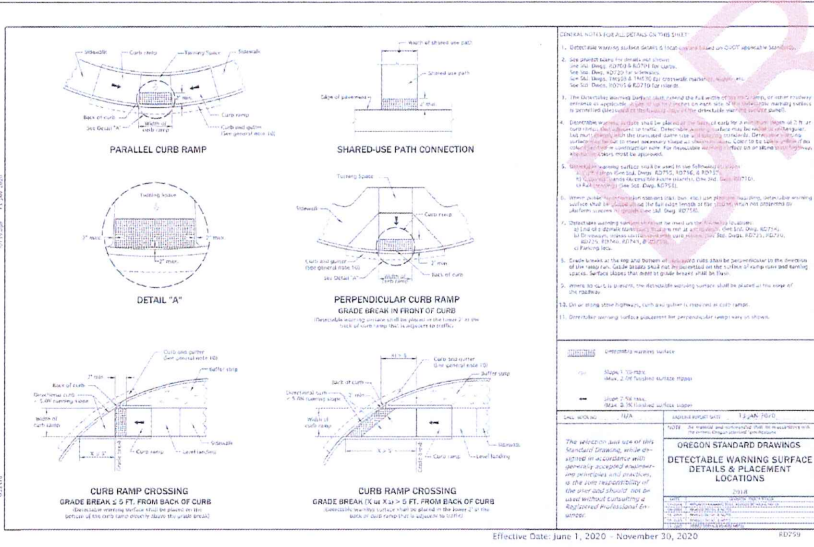
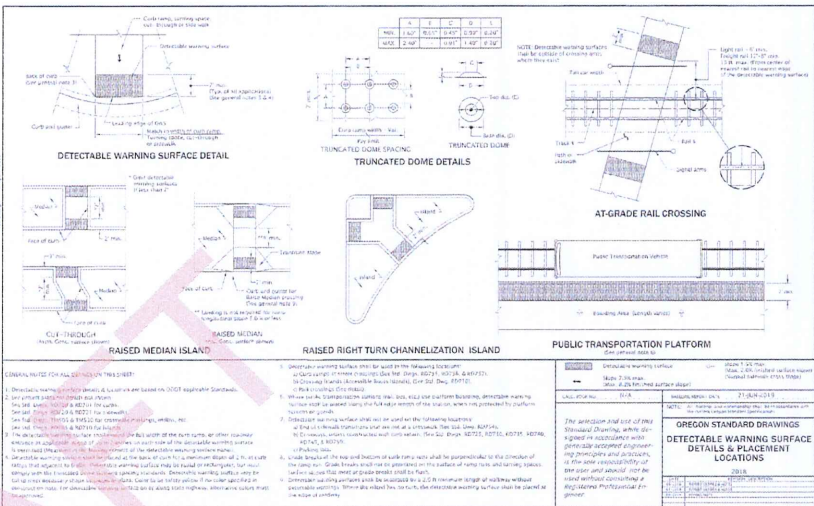
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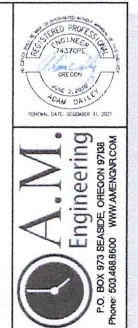
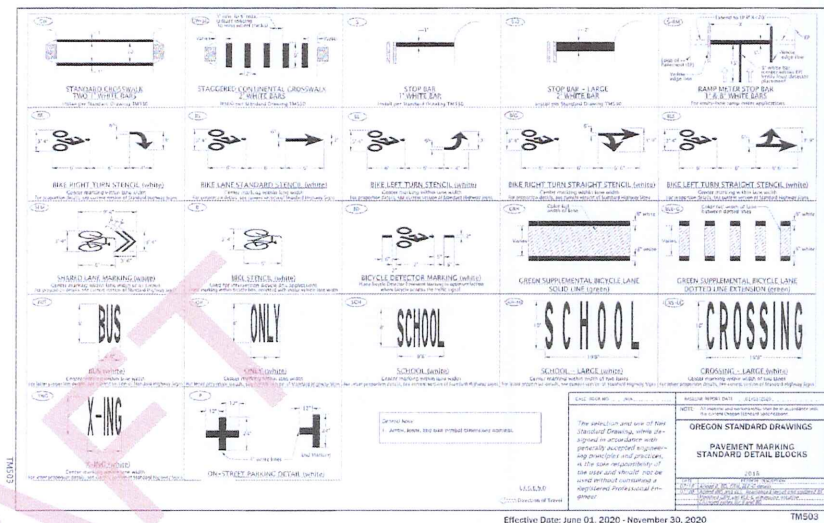


SW ALDER AVENUE 2ND TO 1ST  
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ODOT DETAILS VI  
S21, T8N, R10W WM  
WASHINGTON CLATSOP COUNTY, OREGON

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SW ALDER AVENUE 2ND TO 1ST  
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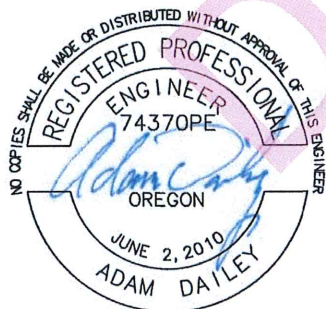
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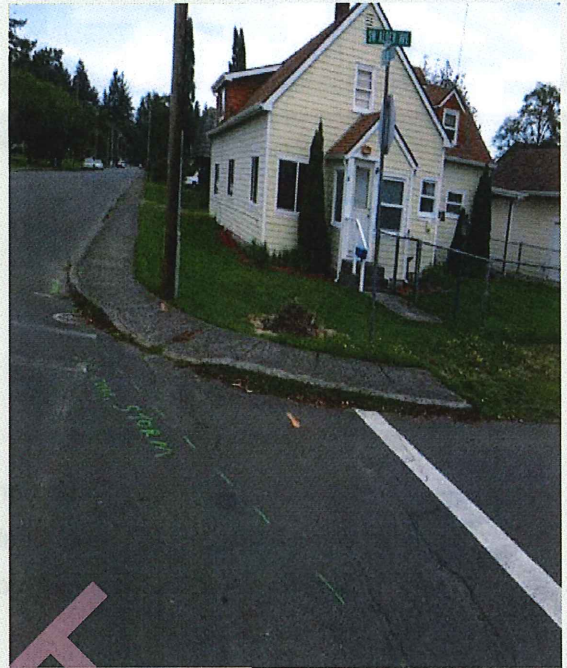


## SW Alder Avenue 2nd Street to 1st Street

Summer 2020



RENEWAL DATE: DECEMBER 31, 2021



## CITY OF WARRENTON

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**City of Warrenton**  
**225 S Main Ave**  
**Warrenton, OR 97146**

**CALL FOR BIDS - PUBLIC WORKS IMPROVEMENT**

## **SW Alder Avenue 2nd Street to 1st Street**

Sealed bids will be received up to the hour of **2:00 PM** local time, on **XXXXXXXXXX**

**Received by:**

Collin Stelzig  
City of Warrenton Public Works Director

**Received at:**

City Hall  
225 S MAIN AVE. WARRENTON, OR 97146

Any bids received after the above specified time will not be considered. The carrier, including the United States Postal Service, is considered an agent of the bidder.

Bids will be received for the following work:

**PROJECT DESCRIPTION**

Portions of SW Alder between N Main Avenue and SW 4<sup>th</sup> Street have been improved previously to widen the road. The remaining stretch for this project, between 2<sup>nd</sup> Street and 1<sup>st</sup> Street will include the reconstruction of the existing roadway as well as the addition of roadway width, landscaping strips on both sides of the road, 4 ADA compliant curb returns, sidewalks on both sides of the road, replacement of the inadequate storm drainage system, and some additional minor utility improvements. All improvements will be constructed to the current City standards..

- Substantial Completion – 80 days from Notice to Proceed
- Final Completion – 90 days from Notice to Proceed

The following is a brief summary of the major elements of Work that are to be provided by the Contractor:

- Traffic Control
- Potholing
- Demolition
- Roadway and Trench Excavation
- Stormwater Infrastructure Construction
- Roadway Reconstruction/Construction
- Walkway and Curb Return Reconstruction/Construction
- Concrete Driveway Construction
- Asphalt Paving
- Pavement Striping
- Landscaping

**PRE-BID MEETING**

A MANDATORY pre-bid meeting will be held.

**XXXXXX**

225 S MAIN AVE. WARRENTON, OR 97146

Bids submitted by bidders who have not attended a MANDATORY pre-bid meeting will not be accepted and will be returned unopened.

Statements made by a City representative at the pre-bid meeting are not binding on City unless confirmed by written addendum. A project site tour will follow as part of the pre-bid meeting.

### **SOLICITATION DOCUMENTS**

The contract documents may be viewed and downloaded by registering with QuestCDN online ([www.questcdn.com](http://www.questcdn.com)) or by calling (952-233-1632). A contractor may view the Contract Documents at no cost on the QuestCDN website prior to deciding to become a Plan-holder. To be considered a Plan-holder for construction bids, a contractor must register on QuestCDN.com and purchase the contract documents, in digital form for downloading, at a cost of \$50.00. Registering as a Plan-holder is recommended for all prime contractors and subcontractors because Plan-holders will receive addendums and other contract document updates via QuestCDN. For this project bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click the online bidding button at the top of advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

The Quest Project Number for this contract is 6960812

Questions regarding the project during the bid period shall be submitted in writing to:

Adam Dailey, PE  
Design Engineering Consultant  
A.M. Engineering  
PO Box 973 Seaside OR. 97138  
503-468-8600

### **PREQUALIFICATION**

Prequalification of bidders IS NOT required.

When prequalification is required, forms may be obtained from:

N/A  
N/A  
N/A  
N/A  
N/A

Prequalification applications must be received at the above location no less than seven (7) calendar days prior to bid opening. Required minimum prequalification class(es) of work for the Contractor (or Contractor in combination with proposed subcontractor(s) for this contract are:

N/A

### **BID OPENING**

Prior to submission of its bid, bidder shall be registered with the Oregon Construction Contractor's Board as required by ORS 701.055, and thereafter comply with the requirements of ORS 701.035 to 701.055.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C in order to submit a bid for public works in Oregon.

If the total bid exceeds \$50,000.00 the contract will be subject to Prevailing Wage Statute ORS 279C.800 to 279C.870. The contract is NOT subject to federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq).

All bids must be accompanied by a certified check, a cashier's check or bid bond in an amount equal to at least Five Percent (5%) of the total bid.

Bids will be publicly opened at the hour of **2:00 PM** local time, on **XXXXXXXXXX**

Opened by:

Adam Dailey, PE  
Design Engineer Consultant  
City Hall  
225 S. Main Ave. Warrenton, OR. 97138

By: Collin Stelzig, Public Works Director  
City of Warrenton

PUBLICATIONS: Daily Journal of Commerce (DJC): XXXX - XXXX  
The Daily Astorian: XXXX - XXXX

## **BIDDER'S CHECKLIST**

### **FORMS TO EXECUTE FOR SUBMISSION OF BID**

The Bidder's attention is especially called to the following forms which must be executed in full before bid is submitted:

- (a) Bid Form: The Bid Form is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: All bids shall be accompanied by a guarantee equal to at least Five Percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or cashier's check. Bid bonds will be accompanied by a power of attorney bearing the same date as the bond.
- (c) Certification of Nondiscrimination: This form must be signed and submitted with bid.
- (d) If applicable, First-Tier Subcontractor disclosure form, within 2 hours of bid closing.
- (e) Pre-qualification application received at Engineering Division Office at least 7 calendar days prior to bid opening when required.

Facsimile transmissions of bids, bid security or subcontractor disclosure forms will not be accepted.

### **FORMS TO EXECUTE AFTER AWARD OF BID**

- (a) Contract: The agreement provided in these Solicitation Documents is to be executed by the successful bidder within 14 calendar days of award of the contract.
- (b) Insurance must comply with the General Conditions and Special Provisions of the Contract Documents. Proof of such insurance and additional insured certificate must be delivered to the Agency at the same time the contract is signed.
- (c) The contractor shall furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.



**BID FORMS**

## SW Alder Avenue 2nd Street to 1st Street

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

in accordance with the ODOT/APWA 2018 Oregon Standard Specifications for Construction and the Special Provisions, Plans and Specifications hereto, and at the following Bid Schedule prices by the following completion dates:

- Substantial Completion – 80 days from Notice to Proceed
- Final Completion – 90 days from Notice to Proceed

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is ☐ YES ☐ NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

Oregon Construction Contractor Board No. \_\_\_\_\_

The bidder acknowledges receiving and incorporating changes described in Addenda NO. \_\_\_\_\_ through \_\_\_\_\_.

**Complete in black ink or by typewriter. If BIDDER is:**

**An Individual**

Signature \_\_\_\_\_

\_\_\_\_\_  
(Individual's Name, Typed or Printed)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Partnership**

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(Name of Partner, Typed or Printed)

Business address \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Limited Liability Company (LLC)**

LLC Name\_\_\_\_\_

By\_\_\_\_\_

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed)\_\_\_\_\_

Business Address\_\_\_\_\_

\_\_\_\_\_

State in which company was formed\_\_\_\_\_

Phone No.\_\_\_\_\_

**A Corporation**

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

Signature\_\_\_\_\_

\_\_\_\_\_

(Officer's Name, Typed or Printed)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(State of Incorporation)

Attest\_\_\_\_\_

(Secretary's Signature)

Business address\_\_\_\_\_

\_\_\_\_\_

Phone No.\_\_\_\_\_

Date of Qualification to do business\_\_\_\_\_



# BID SCHEDULE

## SW Alder Avenue 2nd Street to 1st Street

Bid Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
1	Mobilization	1	LS		
2	Temporary Work Zone Traffic Control, Complete	1	LS		
3	Erosion Control	1	LS		
4	Removal of Structures and Obstructions	1	LS		
5	General Excavation, Roadbed	483	CY		
6	General Excavation, Outside the Roadbed	20	CY		
7	Removal of Existing Water Services	1	LS		
8	Removal of Surfacings, AC and Concrete	1036	SY		
9	Asphalt Pavement and Concrete Saw Cutting	222	LF		
10	24" Inch Corrugated HDPE WT Pipe	513	LF		
11	12" Inch Corrugated HDPE WT Pipe	184	LF		
12	Concrete Manholes, Storm 48" Shallow Flat Top	1	EA		
13	Catch Basins, Curb Opening Type CG-3	8	EA		
14	Catch Basins, Type 3 With Solid Grate	2	EA		
15	Concrete Manholes, Storm 48" Shallow Flat Top with Type CG-3 Inlet	2	EA		
16	Riprap Basins with Geotextile	1	CY		
17	Foundation Excavation, as directed	250	CY		
18	18" Subgrade Stabilization, as directed	200	SY		
19	Subgrade Geotextile	2731	SY		
20	Embankment Geotextile	259	SY		
21	Aggregate Subbase, as directed	20	CY		
22	Aggregate Shoulders	10	CY		
23	Aggregate Base	650	CY		
24	Level 2, 1/2 inch ACP	322	TN		
25	Concrete Curbs, Monolithic Curb and Gutter	772	LF		
26	Up to 1" Inch Poly Water Service Line	2	EA		
27	Concrete Walks, ADA	380	SF		
28	Connection To Existing Structures	2	EA		
29	Concrete Walks, sidewalk	4237	SF		
30	Concrete Driveways	505	SF		
31	Pavement Bar, Type B-HS	32	SF		
32	Signs with post, Standard Sheeting, Extruded Aluminum, sidewalk ends	2	EA		
33	Remove and Reinstall Existing Signs, stop signs	2	LS		
34	Removing and Rebuilding Fence, wooden and cyclone	88	LF		
35	Single Mailbox Supports	4	EA		
36	Sod Lawn, including 4" of soil	664	SY		

**Total Bid Amount**

## Section 00190 – Measurement of Pay Quantities

### 00190.00 Scope

Section 00190.00 is supplemented with the following:

Measurement and payment for all Work shown or specified herein will be made on a unit or lump sum price basis in accordance with the prices set forth in the Bid Schedule for individual items of Work. Contractor shall make a careful assessment when preparing the Bid.

The items listed below refer to and are the same pay items listed in the Bid Schedule. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory services or all other items not specifically named in specific bid item description and needed for the prosecution of the Work, and all other requirement of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

The prices stated in the Bid Schedule include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in this Section.

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as direct in writing by the Engineer.

Lineal Foot payment for Storm Sewer Pipe & Fittings shall exclude distance through manholes and other structures (i.e., payment is measured from outside face of catch basin to outside face of catch basin, or outside face of catch basin to outside face of manhole).

Lineal Foot payment for Sanitary Sewer Pipe & Fittings shall exclude distance through manholes and other structures (i.e., payment is measured from outside face of manhole to outside face of manhole).

#### Description of Bid Items on Bid Schedule:

- 1 Mobilization (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to obtain permits and licenses; move equipment and materials onto the site; furnish construction trailers and other construction facilities; prepare the site for Work under Contract; marshal workers, materials and equipment, and those of subcontractors to accomplish Work under Contract; prepare, submit and modify as



appropriate to address review comments for material submittals and shop drawings, as-built drawings showing field changes to the original design and other submittals; remove equipment and extra materials from site upon completion of Work and all other Work not identified in a separate bid item.

- 2 Temporary Work Zone Traffic Control, Complete (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to provide temporary traffic control measures (TCM), Traffic Control Supervisor (TCS), Flaggers, and furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices (TCD) throughout the Project area according to the Supplemental Drawings, the traffic control plan (TCP) for the Project, these Specifications, or as directed. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount that is earned from other Contract items.
- 3 Erosion Control (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to implement and maintain structural and non-structural Best Management Practices (BMP) for the purpose of controlling soil erosion by wind or water and keeping eroded sediments and other construction-generated pollutants from moving off project sites. Minimum requirements for all project construction sites and conditions are described in the DEQ 1200-C Permit and accompanying Erosion and Sediment Control Plan (ESCP) drawings. Additional or revised erosion and sediment control features, not shown on the initial ESCP, may be required depending on the Contractor's methods of operation and schedule. Payment shall include an erosion and control inspector with acceptable certification, training or qualified experience to implement, monitor and report on the erosion control measures in accordance with the DEQ 1200-C Permit requirements. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount that is earned from other Contract items.
- 4 Removal of Structures and Obstructions (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and dispose of structures and pipes, regardless of material type and size, indicated to be removed in the Supplemental Drawings, grouting resulting voids in structures when pipe is removed, backfilling and compacting trench with Trench Backfill Material, and CLASS B 3/4" - 0, to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock) or top of trench foundation where applicable. Removal of piping shall be from structure to structure or as indicated in plans. Separate payment will be made for Sawcutting and Roadway Reconstruction.
- 5 General Excavation (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to excavate, load, haul, and dispose of all materials in existing asphalt extents from bottom of asphalt to finish subgrade. Separate payment will be made for surfacing.



- 6 General Excavation (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to excavate, load, haul, and dispose of all materials outside of existing asphalt extents from existing ground to finish subgrade
- 7 Removal of Existing Water Services (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and dispose of existing water service including meter box and service piping to corp stop at the main, corp stop to be shut off and plugged with brass plug, coordinate with City for removal of water meter if present, backfill and compact with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock) as shown in the Plans. Separate payment will be made for Sawcutting.
- 8 Removal of Surfacing (Payment Per Square Yard): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to excavate, load, haul, and dispose of existing asphalt or concrete surfacing such as roadways, walks, driveways and adjacent curbing, to all depths, as indicated to be removed on the Plans. Separate payment will be made for Sawcutting.
- 9 Asphalt Pavement and Concrete Saw Cutting (Payment Per Linear Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to sawcut existing asphalt or concrete regardless of thickness as shown on the Plans. Unit price payment shall be for each linear foot of material sawcut on each side of the trench or on pavement required for removal, as measured in the field. Payment also includes sawcutting of PCC that is beneath asphaltic concrete paving. No additional payment will be made for any re-sawcutting required to restore a clean sawcut prior to trench patching or final placement of concrete or asphalt pavement.
- 10 24" Inch Corrugated HDPE WT Pipe (Payment Per Linear Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, making connections to existing pipes or structures with fittings if required, install embankment geotextile, bedding, storm sewer piping, fittings, tracer wire, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction cleaning, video inspection, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting and foundation excavation (Overexcavation), and Embankment Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.



- 11 12" Inch Corrugated HDPE WT Pipe (Payment Per Linear Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, making connections to existing pipes or structures with fittings if required, install embankment geotextile, bedding, storm sewer piping, fittings, tracer wire, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction cleaning, video inspection, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting and foundation excavation (Overexcavation), and Embankment Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.
- 12 Concrete Manholes, Storm 48" Shallow Flat Top (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, install embankment geotextile, CLASS B 3/4" - 0 base rock, structure, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction, cleaning, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting, foundation excavation (Overexcavation), and Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.
- 13 Catch Basins, Curb Opening Type CG-3 (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, install embankment geotextile, CLASS B 3/4" - 0 base rock, structure, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction, cleaning, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting, foundation excavation (Overexcavation), and Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.
- 14 Catch Basins, Type 3 With Solid Grate (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, install embankment geotextile, CLASS B 3/4" - 0 base rock, structure, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction, cleaning, and acceptance testing as specified and as shown on the Supplemental



Drawings. Separate payment will be made for Sawcutting, foundation excavation (Overexcavation), and Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.

- 15 Concrete Manholes, Storm 48" Shallow Flat Top with Type CG-3 Inlet (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, install embankment geotextile, CLASS B 3/4" - 0 base rock, structure, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), trench compaction, cleaning, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting, foundation excavation (Overexcavation), and Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.
- 16 Riprap Basins with Geotextile (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to excavate site, install loose riprap Class 50 rock energy dissipater and Woven Geotextile Type 2, Table 02320-2 Geotextile as shown in the plans. The unit price payment also includes dewatering.
- 17 Foundation Excavation (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and dispose of unsuitable trench foundation material encountered during trench excavation, furnish and install embankment geotextile, compact Selected Stone Backfill 6" - 0 material as necessary to provide a stable foundation. Separate payment will be made for Geotextile.
- 18 18" Subgrade Stabilization (Payment Per Square Yard): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and dispose of unsuitable subgrade material encountered during road construction, furnish, install and compact 12" thick crushed dense graded aggregate material over subgrade geotextile, to provide subgrade stabilization. Separate payment will be made for Geotextile.
- 19 Subgrade Geotextile (Payment Per Square Yard): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install woven subgrade geotextile over approved subgrade or subbase as specified in plans or as directed. Table 02320-4 Geotextile Property Values for Subgrade Geotextile.
- 20 Embankment Geotextile (Payment Per Square Yard): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install woven embankment geotextile over approved foundation as specified in plans or as directed. Table 02320-5 Geotextile Property Values for Embankment



Geotextile.

- 21 Aggregate Subbase (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to furnish, install, and compact aggregate subbase material over Subgrade Geotextile, on approved subgrade to provide a stable subbase as directed. Separate payment will be made for Geotextile.
- 22 Aggregate Shoulders (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to furnish, install, and compact 6" thick shoulder, CLASS B 3/4" - 0 over Subgrade Geotextile, on approved subgrade to provide suitable sidewalk edge support. Separate payment will be made for Geotextile.
- 23 Aggregate Base (Payment Per Cubic Yard In Place): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to furnish, install and compact 12" thick base/level course, CLASS B 3/4" - 0, over Subgrade Geotextile on approved subgrade to provide a suitable base for asphalt. Separate payment will be made for Geotextile.
- 24 Level 2, 1/2 inch ACP (Payment Per Ton): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to furnish, install and compact asphalt concrete pavement, and provide acceptance testing as specified and as shown on the Plans. Adjustment to final grade of valve boxes, meter boxes, monument boxes or other similar structures with removable cover in the asphalt concrete paving limits shall be considered incidental to this pay item. Separate payment will be made for Sawcutting.
- 25 Concrete Curbs, Monolithic Curb and Gutter (Payment Per Linear Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install geotextile, 12" thick CLASS B 3/4" - 0 base rock, and standard concrete curb and gutter as specified and as shown on the Plans. Separate payment will be made for Geotextile.
- 26 Up to 1" Inch Poly Water Service Line (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, make connection to existing corp stop at main with fittings if required to change size, install embankment geotextile, bedding, poly piping, tracer wire, meter box, fittings, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), coordinate with City for relocation or replacement of water meter, and disinfection and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting, foundation excavation (Overexcavation), and Subgrade Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.



- 27 Concrete Walks (Payment Per Square Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install geotextile, 2" thick CLASS B 3/4" - 0 leveling course, 4" unreinforced concrete ADA compliant landings, ramps, ramp curb, cast in place Brick Red truncated domes, and adjacent curb and gutter as shown on the Plans. Adjustment to final grade of valve boxes, meter boxes, monument boxes or other similar structures with removable cover in concrete shall be considered incidental to this pay item.
- 28 Connection To Existing Structures (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to pothole and verify utility elevations, trench excavation, trench stabilization, dewatering, bypass pumping, removal and disposal of existing sewer service, install embankment geotextile, bedding, up to 6" D3034 DR35 sewer piping, fittings including connection to existing home service, tracer wire, backfill and compaction with CLASS B 3/4" - 0 Trench Backfill Material to the top of the Roadway Reconstruction Subgrade (at bottom of aggregate base rock), cleaning, and acceptance testing as specified and as shown on the Supplemental Drawings. Separate payment will be made for Sawcutting and foundation excavation (Overexcavation), and Embankment Geotextile. No additional payment will be made for additional testing, cleaning and video inspection required as a result of correcting unsatisfactory Work.
- 29 Concrete Walks (Payment Per Square Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install geotextile, 2" thick CLASS B 3/4" - 0 leveling course, 4" unreinforced concrete walks as specified and as shown on the Plans. Adjustment to final grade of valve boxes, meter boxes, monument boxes or other similar structures with removable cover in concrete shall be considered incidental to this pay item.
- 30 Concrete Driveways (Payment Per Square Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install geotextile, 6" thick CLASS B 3/4" - 0 leveling course/base rock, 6" unreinforced concrete driveways, wings, and adjacent curb and gutter as specified and as shown on the Plans. Unit price also includes transition backfilling and compacting adjacent private driveways up to 10 feet from back of driveway to existing gravel with CLASS B 3/4" - 0. Adjustment to final grade of valve boxes, meter boxes, monument boxes or other similar structures with removable cover in concrete shall be considered incidental to this pay item.
- 31 Pavement Bar, Type B-HS (Payment Per Square Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to install 12" wide white pavement bar markings as specified and as shown on the Plans. Removal of conflicting pavement markings shall be considered incidental to this bid item.
- 32 Signs with post, Standard Sheeting, Extruded Aluminum (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all



Work to install 2" O.D. sign post, single sided aluminum "Sidewalk Ends" Sign, 8" diameter full embedment concrete post base.

- 33 Remove and Reinstall Existing Signs (Lump Sum Payment): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and re-install existing stop signs, including posts, within the project limits as specified and as shown on the Plans. Unit price also includes CLASS B 3/4" - 0 post full depth embedment material 12" around post. Payment will be made on a prorated basis based on the percent of the original Contract Amount that is earned from other Contract Items.
- 34 Removing and Rebuilding Fence (Payment Per Linear Foot): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and re-install existing fence of varying materials, including posts, within the project limits as specified and as shown on the Plans. Contractor will notify and coordinate with private property owner for this item to preinspect and discuss the work. Unit price also includes cost for replacement of contractor damaged or previously deteriorated components in kind as coordinated with the engineer.
- 35 Single Mailbox Supports (Payment Per Each): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to remove and re-install existing mailboxes and posts of varying materials, within the project limits as specified and as shown on the Plans. Contractor will notify and coordinate with private property owner for this item to preinspect and discuss the work. Unit price also includes cost for replacement of contractor damaged or previously deteriorated components in kind as coordinated with the engineer.
- 36 Sod Lawn (Payment Per Square Yard): The unit price payment for this item includes: furnishing all necessary materials, equipment, labor and incidentals and performing all Work to provide a subgrade elevation to accommodate 4" of topsoil and sod layer thickness. Sod to be 1" below level of adjacent curbs and walks. Unit price includes onsite borrow material used for subgrade.

**CERTIFICATION OF NONDISCRIMINATION**

**SW Alder Avenue 2nd Street to 1st Street**

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDER

**NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID**

**FIRST-TIER SUBCONTRACTOR'S DISCLOSURE FORM**

## SW Alder Avenue 2nd Street to 1st Street

BID CLOSING: Bidding will be closed at the hour of 2:00 PM local time, on **XXXXXXXXXX**

This form must be submitted at the location specified in the Call For Bids on the advertised bid closing date and within two working hours after the advertised bid closing time.

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

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

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

Form Submitted by (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone no.: \_\_\_\_\_



BID BOND

For

**SW Alder Avenue 2nd Street to 1st Street**

For

**The City of WARRENTON**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter called  
(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,  
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as  
Surety, are held and firmly bound unto the City of WARRENTON, a Municipal Corporation of the State of  
Oregon, hereinafter called the OBLIGEE, in the penal sum of

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

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH THAT:

WHEREAS the PRINCIPAL has submitted a Bid Proposal for the SW Alder Avenue 2nd Street to 1st Street

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract  
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement and shall furnish  
such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the  
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed  
Agreement and furnish the bonds, the SURETY hereby agrees to pay the OBLIGEE the penal sum as  
liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(Attach Power of Attorney)

## AGREEMENT

### 1.00 - GENERAL

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, hereinafter called "CONTRACTOR" and the City of WARRENTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

### 2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

## SW Alder Avenue 2nd Street to 1st Street

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

### 3.00 - COMPLETION OF CONTRACT

The CONTRACTOR agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – 80 days from Notice to Proceed
- Final Completion – 90 days from Notice to Proceed

If said CONTRACTOR has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

### 4.00 - CONTRACT PRICE

The Contract Price for this project is Project Cost. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

### 5.00 - CONTRACT DOCUMENTS

The CONTRACTOR and the CITY agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

### 6.00 - NONDISCRIMINATION

It is the policy of the City of WARRENTON that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of WARRENTON also requires its contractors and grantees to comply with this policy.

### 7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to repayment of any amounts from CONTRACTOR under the terms of the Contract; to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as 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.



B. The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of WARRENTON, or any partnership or corporation in which a **CITY** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

#### **8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION**

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

#### **9.00 - 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.

#### **10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES**

**CONTRACTOR** shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

**CONTRACTOR** shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

**CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

**CONTRACTOR** shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### **11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

#### **12.00 - CITY OCCUPATION TAX**

Prior to starting work, **CONTRACTOR** shall pay the **CITY** occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.



APPROVED AS TO FORM:

**CITY OF WARRENTON**

a municipal of the State of Oregon

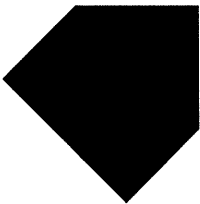
\_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
City Manager Date



PERFORMANCE BOND

For

SW Alder Avenue 2nd Street to 1st Street

For

The City of WARRENTON

AMOUNT \$ \_\_\_\_\_

BOND NO. \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter called  
(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,  
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of WARRENTON, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, in the

penal sum of \_\_\_\_\_ Dollars

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

SW Alder Avenue 2nd Street to 1st Street

City of WARRENTON, Oregon

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the OBLIGEE on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Accident Insurance Fund and all contributions or amounts due the State Un-employment Compensation Trust Fund incurred in the performance of said contract and shall promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Section 279 of the Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

**This performance bond shall also guarantee the improvement against defects in materials or workmanship for a period of one (1) year from the date of written Substantial Completion acceptance of the subject project by the OBLIGEE.**

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 and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of the obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which

shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**(Attach Power of Attorney)**

NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety company executing BOND must be authorized to transact business in the State of Oregon.



**PAYMENT BOND**

For

**SW Alder Avenue 2nd Street to 1st Street**

For

**The City of WARRENTON**

AMOUNT \$ \_\_\_\_\_

BOND NO. \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter called  
(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,  
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto THE CITY OF WARRENTON, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total

aggregate penal sum of \_\_\_\_\_ Dollars

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

**SW Alder Avenue 2nd Street to 1st Street**

City of WARRENTON, Oregon

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of

State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURETY above named within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 25 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

(Attach Power of Attorney)

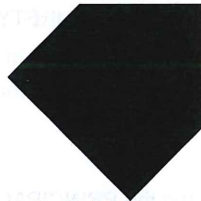
NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety company executing BOND must be authorized to transact business in the State of Oregon.





## General Conditions for Construction

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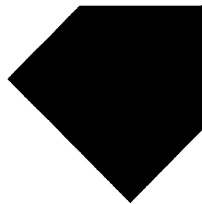
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## PART 00100 - GENERAL CONDITIONS

### Section 00110 - Organization, Conventions, Abbreviations, and Definitions

#### Organization

**00110.00 Organization of Specifications** - The Specifications are comprised of the following:

- The "General Conditions for Construction for the City of WARRENTON (Agency)," published by the Agency, which contain Part 00100 "General Conditions", which deal with the solicitation process and contractual relationships;
- The "2018 Oregon Standard Specifications for Construction," which contain Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications" involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

#### Conventions

**00110.05 Conventions Used Throughout the Specifications Include:**

**(a) Grammar** – The "General Conditions for Construction for the City of WARRENTON (Agency)", part 00100 "General Conditions", is written in the indicative mood, in which the subject is expressed. The "2018 Oregon Standard Specifications for Construction", published by the Oregon Department of Transportation, which contain parts 00200 through 03000, the detailed "Technical Specifications", are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03000, and on the Plans:

- The subject, "the Contractor", is implied.
- "Shall" refers to action required of the Contractor, and is implied.
- "Will" refers to decisions or actions of the Agency and/or the Engineer.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Engineer, unless otherwise stated: "allowed", "directed", "established", "permitted", "ordered", "designated", "prescribed", "required", "determined".
- The words "approved", "acceptable", "authorized", "satisfactory", "suitable", "considered", and "rejected", "denied", "disapproved", or words of equivalent meaning, mean by or to the Agency and/or the Engineer, subject in each case to Section 00150 of the General Conditions.
- The words "as shown", "shown", "as indicated", or "indicated" mean "as indicated on the Plans".
- Certain Subsections labeled "Payment" contain statements to the effect that "payment will be made at the Contract amounts for the following items" (followed by a list of items). In such cases the Agency shall pay for only those Pay Items listed in the Schedule of Items.

**(b) Capitalization of Terms** - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to Section 00110.20 "Definitions". Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03000, defined terms will generally not be capitalized, with the notable exception of "the Contractor", "the Agency", and "the Engineer".

(c) **Punctuation** - In this publication the "outside method" of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

(d) **References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits** - References are made in the text of the Specifications to "laws", "acts", "rules", "statutes", "regulations", "ordinances", etc. (collectively referred to for purposes of this Subsection as "Law"), and to "orders" and "permits" (issued by a governmental authority, whether local, State, or federal, and collectively referred to for purposes of this Subsection as "Permits"). Reference is also made to "applicable laws and regulations". The following conventions apply in interpreting these terms, as used in the Specifications.

- **Statutes and Rules** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible on line, including through the Oregon Legislative Counsel Committee web site and through the Oregon Secretary of State Archives Division web site.
- **Law** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version of the Law is applicable under any Contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
- **Permits** - Orders and permits issued by a government agency may be modified during the course of performing the Work under a Contract. Therefore, wherever the term "order" or "permit" is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.
- **Applicable Laws and Regulations** - Where the phrase "applicable laws and regulations" appears, it is to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority.

## Abbreviations

**00110.10 Abbreviations** - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

AAR	- Association of American Railroads
AASHTO	- American Association of State Highway and Transportation Officials
ABC	- Associated Builders and Contractors, Inc.
AC	- Asphalt Concrete
ACI	- American Concrete Institute
ACP	- Asphalt Concrete Pavement
ACWS	- Asphalt Concrete Wearing Surface
AGC	- Associated General Contractors of America
AIA	- American Institute of Architects
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
AITC	- American Institute of Timber Construction
ANSI	- American National Standards Institute
APA	- Engineered Wood Association
APWA	- American Public Works Association
AREMA	- American Railway Engineering and Maintenance of Right-of-Way Association
ASCE	- American Society of Civil Engineers



ASME	- American Society of Mechanical Engineers
ASTM	- American Society for Testing and Materials
ATPB	- Asphalt Treated Permeable Base
AWG	- American Wire Gauge
AWPA	- American Wood Protection Association
AWS	- American Welding Society
AWWA	- American Water Works Association
CAGT	- Certified Aggregate Technician
CAT-I	- Certified Asphalt Technician I
CAT-II	- Certified Asphalt Technician II
CBM	- Certified Ballast Manufacturers
CCO	- Contract Change Order
CCT	- Concrete Control Technician
CDT	- Certified Density Technician
CEBT	- Certified Embankment and Base Technician
CMDT	- Certified Mixture Design Technician
CPF	- Composite Pay Factor
CRSI	- Concrete Reinforcing Steel Institute
CFR	- Code of Federal Regulations
CS	- Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
D1.1	- Structural Welding Code - Steel, American Welding Society, current edition
D1.5	- Bridge Welding Code, American Welding Society, current edition
DBE	- Disadvantaged Business Enterprise
DEQ	- Department of Environmental Quality, State of Oregon
DOGAMI	- Department of Geology and Mineral Industries, State of Oregon
DSL	- Department of State Lands, State of Oregon
EAC	- Emulsified Asphalt Concrete
EPA	- U.S. Environmental Protection Agency
ESCP	- Erosion and Sediment Control Plan
FHWA	- Federal Highway Administration, U.S. Department of Transportation
FSS	- Federal Specifications and Standards, General Services Administration
GSA	- General Services Administration
ICEA	- Insulated Cable Engineers Association (formerly IPCEA)
IES	- Illuminating Engineering Society
IMSA	- International Municipal Signal Association
ISO	- International Standards Organization
ITE	- Institute of Transportation Engineers
JMF	- Job Mix Formula
MFTP	- Manual of Field Test Procedures (ODOT)
MIL	- Military Specifications
MSC	- Minor Structure Concrete
MUTCD	- Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NESC	- National Electrical Safety Code
NIST	- National Institute of Standards and Technology
NPDES	- National Pollutant Discharge Elimination System
NPS	- Nominal Pipe Size (dimensionless)
OAR	- Oregon Administrative Rules
ODA	- Oregon Department of Agriculture
ODOT	- Oregon Department of Transportation
ORS	- Oregon Revised Statutes
OR-OSHA	- Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA	- Occupational Safety and Health Administration, U.S. Department of Labor
PCA	- Portland Cement Association

PCC	- Portland Cement Concrete
PCI	- Precast/Prestressed Concrete Institute
PCP	- Pollution Control Plan
PF	- Pay Factor of a constituent
PLS	- Professional Land Surveyor
PMBB	- Plant Mixed Bituminous Base
PTI	- Post-Tensioning Institute
PUC	- Public Utility Commission, State of Oregon
QA	- Quality Assurance
QC	- Quality Control
QCT	- Quality Control Technician
QL	- Quality Level
QPL	- Qualified Products List
RAP	- Reclaimed Asphalt Pavement
REA	- Rural Electrification Administration, U.S. Department of Agriculture
RMA	- Radio Manufacturers Association or Rubber Manufacturers Association
SAE	- Society of Automotive Engineers
SI	- International System of Units (Système Internationale)
SRCM	- Soil and Rock Classification Manual (ODOT)
SSPC	- Society for Protective Coatings
T	- Tolerances, AASHTO Test Method
TM	- Test Method (ODOT)
TV	- Target Value
UBC	- Uniform Building Code (as adopted by the State of Oregon)
UL	- Underwriters Laboratory, Inc.
UPC	- Uniform Plumbing Code (as adopted by the State of Oregon)
USC	- United States Code
WAQTC	- Western Alliance for Quality Transportation Construction
WCLIB	- West Coast Lumber Inspection Bureau
WWPA	- Western Wood Products Association

### Definitions

**00110.20 Definitions** - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

**Act of God or Nature** - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

**Addendum** - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

**Additional Work** - Increased quantities of any Pay Item for which a unit price has been established, or the increase of Work within the scope of the Contract.

**Advertisement** - The public announcement (Call for Bids) inviting Bids for Work to be performed or Materials to be furnished.

**Agency** - The City of WARRENTON, a municipal corporation of the State of Oregon, which has entered into a Contract with the Contractor.

**Agency-Controlled Lands** - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

**Aggregate** - Rock of specified quality and gradation.



**Attorney in Fact** - An Entity appointed by another to act in its place, either for some particular purpose or for the transaction of business in general.

**Award** - Written notification to the Bidder that the Bidder has been awarded a Contract.

**Base** - A Course of specified material of specified thickness placed below the Pavement.

**Bid** - A competitive offer, binding on the Bidder and submitted in response to an invitation to bid.

**Bid Bond** - The Surety bond for Bid guarantee.

**Bid Booklet** - The information included in the Solicitation Documents that contain the information identified in 00120.10.

**Bid Closing** - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted.

**Bid Documents** - See under Solicitation Document.

**Bid Opening** - The date and time Bids are opened.

**Bid Schedule** - The lump sum Pay Item; or the list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

**Bid Section** - The portion of the Bid Booklet containing all pages after the Bidder's checklist and before the appendix.

**Bidder** - An Entity that submits a Bid in response to an invitation to bid.

**Bike Lane** - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

**Borrow** - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

**Boulders** - Particles of rock that will not pass a 12 inch square opening.

**Bridge** - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, highway, railroad, or other feature.

**Buttress** - A rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

**Calendar Day** - Any day shown on the calendar, beginning and ending at midnight.

**Call for Bids** - The public announcement inviting Bids for Work to be performed or Materials to be provided.

**Camber** - A slight arch in a surface of Structure to compensate for loading.

**Change Order** - A written order issued by the Engineer to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work.

**Class of Work** - A designation referring to the type of Work in which Bidders must be pre-qualified, if prequalification is required.

**Clay** - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

**Clear Zone** - Roadside border area, starting at the edge of the Traveled Way, that is available for safe use by errant vehicles. Establishing a minimum width Clear Zone implies that rigid objects and certain other hazards within the Clear Zone should be relocated outside the Clear Zone, or shielded, or remodeled to make them break away on impact or be safely traversable.



**Close Conformance** - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Engineer's judgment, with reasonable and customary manufacturing and construction tolerances.

**Coarse Aggregate** - Crushed Rock or crushed Gravel retained on a 1/4 inch sieve, with allowable undersize.

**Cobbles** - Particles of Rock, rounded or not, that will pass a 12 inch square opening and be retained on a 3 inch sieve.

**Commercial Grade Concrete** - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

**Conduct Disqualification** - A disqualification under ORS 279C.440.

**Construction Contracts Unit** - Agency's office that administers construction contracts.

**Contract** - The written agreement between the Agency and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.

**Contract Administration Engineer** - The Agency representative presiding over Agency-level claims review under 00199.40.

**Contract Amount** - Lump sum Pay Item or the sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

**Contract Day** - A day counted for purposes of charging Contract Time.

**Contract Documents** - Solicitation Documents, Specifications, Standard and Supplementary Drawings, Contract booklet, Change Orders, Force Account Work orders, pay documents issued by the Agency, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the Agency, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or Agency applicable to the Project, as well as all documents incorporated by reference therein.

**Contract Time** - The amount of time allowed to complete the Work under the Contract.

**Contractor** - The Entity awarded the Contract according to the solicitation.

**Correction Period** - Period from Second Notification to Final Acceptance as per Subsection 00170.85(b).

**Course** - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

**Coverage** - One Pass by a piece of Equipment over an entire designated area.

**Cross Section** - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

**Day** - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

**Defective** - An adjective which when modifying the word "Work" refers to work that: (1) is unsatisfactory, faulty or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test for approval referred to in the Contract Documents; or (4) has been damaged prior to Engineer's issuance of Third Notification (Final Completion).

**Design Engineer** - The individual or entity named in the Special Provisions who designed part or all of the Project and who, by contract, has been assigned duties and responsibilities to assist Agency and Project Manager in administration of the Contract.

**Digital Signature** - A form of electronic signature that is registered with a certification authority, e.g., VeriSign or similar digital signature software company, which requires a password to be entered in order to generate the digital signature upon the electronic document. Once the digital signature is applied, any alteration of the document results in the elimination of the digital signature on the document.

**Disqualification** - The preclusion of a Person from contracting with a Contracting Agency for a period of time in accordance with OAR 137-049-0370.

**Durable Rock** - Rock that has a slake durability index of at least 90% based on a two-cycle slake durability test, according to ASTM D 4644. In the absence of test results, the Engineer may evaluate the durability visually.

**Emulsified Asphalt** - Emulsified asphalt cement.

**Emulsified Asphalt Concrete** - A mixture of Emulsified Asphalt and graded Aggregate.

**Engineer (Project Manager)** - See Project Manager.

**Entity** - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

**Equipment** - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

**Establishment Period** - The time specified to assure satisfactory establishment and growth of planted Materials.

**Existing Surfacing** - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular surfacing materials on existing Highways.

**Extra Work** - Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

**Field Order** - A written order issued by the Engineer which requires minor changes in the Work but which may not involve a change in the Contract Amount or the Contract Times.

**Final Acceptance** - Written confirmation by the Agency that the Project has been completed according to the Contract including all corrective work identified by the Agency during the Correction Period, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

**Final Inspection** - The inspection conducted by the Engineer to determine that the Project has been completed according to the Contract.

**Fine Aggregate** - Crushed Rock, crushed Gravel, or Sand that passes a 1/4 inch sieve, with allowable oversize.

**First Notification** - Written Notice to Proceed issued to the Contractor by the Engineer.

**Foreign Contractor** - A contractor that is not domiciled in or registered to do business in the State of Oregon. See OAR 137-049-0480.

**Force Account Work** - Items of Extra Work ordered by the Engineer that are to be paid according to Section 00197.

**Granular Material** - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

**Gravel** - Particles of Rock, rounded or not, that will pass a 3 inch sieve and be retained on a No. 4 sieve.

**Highway** - Every road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

**Incidental** - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

**Inspector** - The representative of the Engineer authorized to inspect and report on Contract performance.

**Leveling** - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.



**Lift** - The compacted thickness of material placed by Equipment in a single Pass.

**Mandatory Source** - A material source provided by the Agency from which the Contractor is required to obtain Materials. (see 00160.00(b) and 00160.40)

**Materials** - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

**Median** - The portion of a divided Highway separating traffic traveling in opposite directions.

**Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

**Multiple Course Construction** - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

**Multi-Use Path** - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.

**Neat Line** - Theoretical lines specified or indicated on the Plans for measurement of quantities.

**Nondurable Rock** - Rock that has a slake durability index of less than 90% based on a two-cycle slake durability test, as tested by ASTM D 4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

**Notice to Proceed** - Written notice authorizing the Contractor to begin performance of the Work.

**On-Site Work** - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00225.

**Organic Soil** - A Soil with sufficient organic content to influence the Soil properties.

**Panel** - The width of specified Material being placed by Equipment in a single Pass.

**Pass** - One movement of a piece of Equipment over a particular location.

**Patching** - Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

**Pavement** - Asphalt concrete or portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

**Pay Item (Contract Item)** - A specific unit of Work for which a price is provided in the Contract.

**Payment Bond** - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

**Peat** - A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

**Performance Bond** - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

**Plans (Drawings)** - Standard and Supplemental Drawings, and reviewed unstamped and stamped Shop Drawings and Deferred Submittals. See 00150.10 and 00150.35.

**Project** - The sum of all Work to be performed under the Contract.

**Project Manager (Engineer)** - The Agency's representative assigned by the Agency to administer the Contract who assumes the responsibilities, duties and authorities of the Project Manager (Engineer) as indicated throughout the Contract Documents.



**Project Site** - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

**Prospective Source** - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (see 00160.00(a) and 00160.40)

**Publicly-Owned Equipment** - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

**Public Traffic** - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

**Railroad** - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

**Right-of-Way** - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

**Roadbed** - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

**Roadside** - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

**Roadway** - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term "Roadway" refers to any such Roadway separately, but not to all such Roadways collectively. (see Traveled Way)

**Rock** - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

**Sand** - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

**Schedule of Items** - The list of Pay Items, their units of measurement, estimated quantities, and prices.

**Schedule of Values** - The breakdown of the values of the component elements comprising a lump sum Pay Item.

**Second Notification** - Written acknowledgment by the Engineer of the Substantial Completion of a Milestone or of the Work according to 00180.50(g).

**Shoulder** - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

**Silt** - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

**Single Course Construction** - A wearing Course only, not including patching or leveling Courses or partial width Base Course.

**Slope** - Vertical distance to horizontal distance, unless otherwise specified.

**Soil** - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

**Solicitation Document** - Documents which define the procurement of a public improvement Project, including, but not limited to, the Bid Booklet, Agency-provided Plans, Standard Specifications, Special Provisions, Addenda, and which includes all documents incorporated by reference. May also be called Bid Documents.

**Special Provisions** - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions.

**Specifications** - The Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

**Standard Drawings** - The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

**Standard Specifications** - The "General Conditions for Construction for the City of WARRENTON" published by the Agency, and the "2018 Oregon Standard Specifications for Construction", Parts 00200 through 03000, "Technical Specifications", published by the Oregon Department of Transportation as amended by the Agency. It provides directions, provisions, and requirements necessary for performing public improvement projects.

**State** - The State of Oregon.

**Structures** - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

**Subbase** - A Course of specified material of specified thickness between the Subgrade and a Base.

**Subcontractor** - An Entity having a direct contract with the Contractor or another Subcontractor, to perform a portion of the Work.

**Subgrade** - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

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

**Substructure** - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wingwalls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

**Superstructure** - Those parts of a Structure above the Substructure, including bearing devices.

**Supplemental Drawings** - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

**Supplier** - The Entity that furnishes goods to be incorporated into the Work.

**Surety** - The Entity that issues the bond.

**Surfacing** - The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulders, or parking areas for vehicle use.

**Third Notification** - Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has achieved Final Completion of the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

**Ton** - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

**Topsoil** - Soil ready for use in a planting bed.

**Traffic Lane** - That part of the Traveled Way marked for moving a single line of vehicles.

**Traveled Way** - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.



**Typical Section** - That Cross Section established by the Plans which represents in general the lines to which the Contractor shall work in the performance of the Contract.

**Unsuitable Material** - Frozen material, or material that contains organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

**Utility** - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

**Warranty Bond** - The approved security furnished by the Contractor's, Subcontractor's, Manufacturer's, Installer's or Supplier's Surety as a guaranty of performance of their respective warranty obligations.

**Wetlands** - Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated Soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

**Work** - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

**Work Change Directive** - A written statement to Contractor issued on or after the Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Amount or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Amount or Contract Times.

**Work Day** - Every Calendar day excluding Saturdays, Sundays and legal holidays as listed in ORS187.010.

**Worker** - Any person performing work under the contract, including employees of the Contractor or subcontractor, and persons having full or partial ownership of the Contractor or subcontractor. (This definition is not intended to nor does it alter the definition or meaning of the term "worker" as used in any applicable laws or regulations, including but not limited to for purposes of paying prevailing wage rates.)

**Working Shop Drawings** - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Engineer. (see 00150.35)

**Workplace Violence** - Any act of physical, verbal or written aggression by an individual in or related to the work place and/or project sites. This includes, but is not limited to, verbal abuse, threats or intimidation and physical intimidation, assault or battery by a worker or former worker. Work place violence may also include destruction or abuse of property.



## **Section 00120 - Bidding Requirements and Procedures**

**00120.01 Receipt of Bids; Opening** – See Special Provisions.

**00120.02 Prequalification of Bidders** – See Special Provisions.

**00120.03 Request for Solicitation Documents** – See Special Provisions.

**00120.04 Pre-Bid Meeting** – See Special Provisions

**00120.10 Bid Booklet** - The Bid Booklet may include, but is not limited to:

- Call for Bids
- Bidder's Checklist
- Bid Section
- Appendix, which includes required time-sensitive forms, sample forms, and other informational pages

The Call for Bids and Bid Section may include, but is not limited to:

- Description and location of the proposed Project
- Time, date, and location for opening Bids
- Project completion time
- Class of Work
- Bid statement
- Certificate of non-collusion
- Certificate of Nondiscrimination
- Certificate of noninvolvement in any debarment or suspension (for Federal-Aid Projects)
- Certificate regarding lobbying activities (for Federal-Aid Projects)
- Certificate of residency (for State Projects)
- Certificate of compliance with Oregon tax laws
- Bid Schedule
- Identification of Bidder(s) and Sureties
- Bid signature page
- Bid Bond form
- First-tier Subcontractor Disclosure form

Other certificates or statements may be bound within the Bid Section. Plans, Specifications, and other documents referred to in the Bid Section will be considered part of the Bid.

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** - Before submitting a Bid, Bidders shall make a careful visual examination of the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. As soon as reasonably practicable after noting any such unusual condition, Bidder shall notify Agency, in writing, of any such unusual condition and the additional investigation undertaken by Bidder. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any requests for clarification of or changes to Plans and Specifications by the Bidder shall be requested in writing by email through the Engineer. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Unless the procurement period is shorter than one week, notifications and requests for changes or clarification shall be submitted at least seven days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. If the Procurement period is less than seven days, requests shall be submitted within one day after the Procurement is issued and the Agency will issue its response to each such request at least 24 hours prior to Bid Closing. Failure to timely request clarification or changes shall be deemed acceptance of all of the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30.

**00120.16 Material, Equipment, and Method Substitutions** - When the Contract specifies certain Materials, Equipment, and/or Methods, the Bidder shall include those Materials, Equipment, and/or Methods in the Bid. Substitution after execution of Contract is specified in 00180.31(b), 00180.31(c), and 00180.31(d).

**00120.17 Use of Agency-Owned Land for Staging or Storage Areas** - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

**(a) Within Normal Right-of-Way Limits** - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract as long as such use does not unduly impede other legitimate users of the Right-of-Way or adjacent properties. Where the Agency owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.

**(b) Outside Normal Right-of-Way Limits** - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Engineer.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

**(c) Restrictions on Use** - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

**00120.20 Interpretation of Quantities in Bid Schedule** - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

**00120.25 Subsurface Investigations** - If the Agency has conducted subsurface or geologic investigations of the proposed Project Site or contiguous to the Project Site, the results of the investigations may be included in written geotechnical data reports. If geotechnical data reports have been prepared, such reports shall be included in the Solicitation Documents (see special provisions) and shall be considered as part of the Contract Documents to the



extent that the Contractor may rely upon the accuracy of the "technical data" contained in such reports. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Engineer's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.

The data for individual test boring logs apply only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings.

If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.

Contractor may not rely upon or make any claim against Owner, including its Engineer, or Design Engineer, or any of their officers, directors, members, partners, employees, consultants, or subcontractors with respect to any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency's office who have been identified by the Agency as Holders of Bidding Plans will be notified of these Addenda by mail, delivery service, or email sent to the Bidder's mail, street or email address as it appears in the Agency's files.

The Agency may extend Bid Closing if Agency determines prospective bidders need additional time to review and respond to addenda. Agency will not, except to the extent required by a countervailing public interest, issue Addenda less than 72 hours before Bid closing unless the Addendum also extends Bid Closing.

Bidders shall acknowledge Addenda by listing Addenda on the Bid Form. The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

#### **00120.40 Preparation of Bids:**

##### **(a) General:**

**(1) Bids** - The Bidders shall not alter, in any manner, the documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on the documents in the Bid Section shall be in black or blue ink or typed. Signatures and initials shall be in ink.

The Bidder shall properly complete and bind all the documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(d))

##### **(b) Bid Schedule Entries:**

**(1) Bid Schedule Entries** - Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed in ink by the person signing the Bid.

**(c) Bidder's Address and Signature Pages** - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

**d) Bid Guaranty** - All Bids shall be accompanied by a Bid guaranty in the amount of Five Percent (5%) of the total amount of the Bid.

**(1) Bid Guaranty** The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the Bid Booklet or an alternative Bid Bond form, including terms of the Agency's standard Bid Bond, acceptable to the Agency. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted by mail, delivery service, or hand delivered to the offices and addresses, and at the times given in the Bid Booklet.

- Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.
- Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

**(e) Disclosure of First-Tier Subcontractors** - If the Bidder's Bid exceeds \$100,000, or without regard to the amount of a Bidder's Bid, if the Agency's cost estimate for a public improvement project as indicated in the Invitation for Bids exceeds \$100,000, the Bidder shall, within two working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the Bid Booklet, filling it out and submitting it separately to the Agency at the address given in the Bid Booklet; or
- The Subcontractor Disclosure Form shall be sealed in a separate envelope, addressed to Public Works Director, City of WARRENTON, 225 S Main Ave. Warrenton, OR 97146, showing on the outside of the envelope the name of the Bidder and the Contract title preceded by the words "Subcontractor Disclosure Form". **Facsimile submissions of Subcontractor Disclosure Form will not be accepted.**

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two 2 working hours of the time designated for receiving Bids.

**THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).**



#### **00120.45 Submittal of Bids:**

- (a) **Bids** - Bids may be submitted by mail, parcel delivery service, or hand delivery to the Agency, and at the times given in the Bid Booklet. Bids may not be submitted by FAX or electronic means. Submit Bids in a sealed envelope addressed to Public Works Director, City of WARRENTON, 225 S Main Ave. Warrenton, OR 97146. Date of opening and Project title must be plainly marked on the outside of the sealed envelope preceded by the words "Sealed Bid". If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope.

Bids submitted after the Bid Closing time will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

#### **00120.60 Modification or Withdrawal of Bids:**

- (a) **Modification** - Bids once submitted may be modified in writing prior to the time and date set for Bid Closing and submitted to the place designated for receipt of Bids. Any modifications shall be prepared on the company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Bid. The Bid modification shall be delivered in a sealed envelope and shall be marked as follows:

##### **BID MODIFICATION**

##### **Bid Title and Closing Date and Time**

- (b) **Withdrawal** - Bids may be withdrawn by written notification on company letterhead signed by an authorized representative and received prior to the time and date set for Bid Closing and submitted to the place designated for receipt of Bids. Bids also may be withdrawn in person prior to the scheduled Bid Closing upon presentation of appropriate identification.

Requests to withdraw Bids shall be marked as follows

##### **BID WITHDRAWAL**

##### **Bid Title and Closing Date and Time**

No Bid can be withdrawn after having been opened.

#### **00120.65 Opening and Comparing Bids** - Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Call for Bids. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

Error(s) discovered after Bid Opening cannot be corrected by the Bidder, and the contractor will be required to perform work at the unit price if its Bid is accepted.

#### **00120.70 Rejection of Nonresponsive Bids** - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.

- The Bid is submitted on documents not obtained directly from the Agency, or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.03.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.40 and 00120.60.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (not required on Federal-Aid Projects)
- A disclosure of qualified first-tier Subcontractors, if required under 00120.40(e), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

In addition, the Agency may reject all Bids and suspend the project in the event all Bids exceed the funds the Agency has appropriated for the project or for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

**00120.80 Reciprocal Preference for Oregon Resident Bidders** - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall complete the certificate of residency provided by the Agency in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.



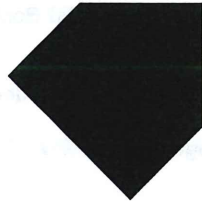
**00120.90 Disqualification of Bidders** - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Not been prequalified if required by 00120.02;
- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (not required on Federal-Aid projects); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - The Bid of a Bidder who is found to be nonresponsive according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.



## Section 00130 - Award and Execution of Contract

**00130.00 Consideration of Bids** - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (see 00120.65) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes. Discrepancies between words and figures will be resolved in favor of words. In selecting the lowest responsive Bid that meets the criteria for award, the Agency reserves the right to take into consideration any or all alternatives called for in the Bid Form.

The Agency reserves the right to waive minor informalities and irregularities, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are materially unbalanced to the Agency's potential detriment. A materially unbalanced Bid is defined as, "a Bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced Bid will result in the lowest ultimate cost to the Agency."

The Agency may correct obvious errors, when the correct information can be determined from the face of the document, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 60 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

**00130.10 Award of Contract** - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the responsible Bidder that submitted the lowest responsive Bid who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the Agency's inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will provide the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's web site.

The Award will not be final until the later of the following:

- Seven calendar days after the Notice of Intent to Award has been issued; or



- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement between successful Bidder and Agency.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more Calendar days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, as specified in 00130.10, the Agency will consider granting an adjustment of time for completion of the work to offset any actual delay to Contract completion resulting directly from delay in commencement.

**00130.15 Right to Protest Award** - An adversely affected or aggrieved Bidder may submit to the Agency a written protest of the Agency's intent to Award within seven Days after issuance of the notice of intent to Award the Contract, unless a different protest period is provided under the Solicitation Documents. The Bidder's protest must be in writing and must specify the grounds upon which the protest is based.

A Bidder is adversely affected or aggrieved only if the Bidder is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid most eligible for Award under the Contractor Evaluation Criteria and is next in line for award, i.e., the protesting Bidder must claim that all lower Bidders are ineligible for Award:

- Because their Bids were nonresponsive; or
- The Agency committed a substantial violation of a provision in the Solicitation Documents or of an applicable Procurement Statute or administrative rule, and the protesting Bidder was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Bid.

**00130.20 Cancellation of Award** - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

**00130.30 Contract Booklet** - The Contract booklet may include but is not limited to:

- Addenda
- Schedule of Items
- Contract (Agreement)
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

**00130.40 Contract Submittals** - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

**(a) Performance and Payment Bonds** - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, which are bound in the Contract Booklet or alternative bond forms acceptable to the Agency. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must

include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion. The amount of the Performance and Payment Bonds shall be increased to equal the new Contract Amount whenever the Contract Amount is increased for any reason.

**(b) Certificates of Insurance** - The successful Bidder shall furnish the Agency certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the Agency. Bidders shall refer to 00170.70 for minimum coverage limits and other requirements.

For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the Special Provisions.

**(d) Registration Requirements:**

(1) ORS 701.021, ORS 701.026, and ORS 671.530 require that Bidders be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Construction Contractors Board or licensing by the State Landscape Contractors Board is not a prerequisite to bidding on Federal-Aid Projects; however, the Agency will not execute a Contract until the Contractor is so registered or licensed.

(2) Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.

(3) A Contractor registered under ORS 701 may bid on a landscaping Project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.

(4) A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

**(e) Tax Identification Number** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

**00130.50 Execution of Contract and Bonds:**

**(a) By the Bidder** - The successful Bidder shall deliver the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 14 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures or Digital Signature. Certificates of insurance shall also be originals. Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency. No copies of these documents will be accepted by the Agency.

Proper execution requires that:

- If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).



(b) **By the Agency** - Within 10 Working Days after the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

**00130.60 Failure to Execute Contract and Bonds** - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

**00130.70 Release of Bid Guaranties** - Bid guaranties will be released and checks returned 7 Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within 7 days of the Agency's execution of the Contract.

**00130.75 City's Business License** - Successful Bidder shall have current business license (occupational tax) with the City of WARRENTON prior to entering into an agreement. Before permitting a subcontractor to begin work, Contractor shall verify that subcontractor has a current City of WARRENTON business license.

**00130.80 Project Site Restriction** - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not move Materials, Equipment, or workers onto that Project Site.

**00130.90 Notice to Proceed** - Notice to Proceed will be issued within 5 Calendar Days after the Contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within 5 Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

## Section 00140 - Scope of Work

**00140.00 Purpose of Contract** - The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project, including Agency required changes in the Work in accordance with 00140.30.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

**00140.10 Typical Sections** - The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Engineer.

**00140.20 Thickness** - The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Engineer is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Engineer.

**00140.30 Agency-Required Changes in the Work** - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, the Contractor shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and direct the Surety to increase the amount of the performance and payment bonds to equal the new Contract Amount. The Contractor's performance of Work according to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work will be made according to 00195.20. Contract Time adjustments, if any, will be made according to 00180.80. A Change Order signed by the Contractor is the agreement that the adjustment in the Contract Amount or Contract Time indicated is full compensation for all change order items including the impact of the change order on the balance of the Work to be accomplished.



**00140.40 Differing Site Conditions** - The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **Type 1** - Subsurface or latent physical conditions that could not have been discovered by careful examination of the Project Site, utility locations and available records as described in 00120.15 and differ materially from those indicated in the Contract Documents; or
- **Type 2** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Engineer has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

**00140.50 Environmental Pollution Changes** - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

**00140.60 Extra Work** - If directed by the Engineer's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Standard Drawings
- Other Plans and Specifications issued by the Engineer

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

**00140.65 Disputed Work** - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Engineer by the procedures specified in Section 00199.

**00140.70 Cost Reduction Proposals** - The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

**(a) Proposal Requirements** - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project including but not limited to service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;
- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of proposed work; and
- A date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

**(b) Continuing to Perform Work** - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

**(c) Consideration of Proposal** - The Engineer is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

**(d) Sharing Investigation Costs** - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

**(e) Acceptance of Proposal Requirements** - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions upon which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

**(f) Right to General Use** - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

**00140.80 Use of Publicly Owned Equipment** - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:



- The Engineer provides written approval that states that such rental is in the public interest; and
- Rental does not increase the Project cost.

**00140.90 Final Trimming and Cleanup** - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.
- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.
- The Contractor shall restore and replant or resurface adjoining properties to match existing grades and existing surfaces.
- The Contractor shall install erosion and sediment control needed to stabilize the Project Site.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

**00140.95 "AS-BUILT" Records** – The Contractor shall maintain a current and accurate record of Work completed during the course of this Contract and make available to the Engineer updated copies of the project "As-Built" for Engineer's review at any time. These "As-Built" drawings shall be kept by accurately marking a designated set of the Contract plans with the specified information as Work proceeds. Accurate, complete and current "As-Built" drawings are a specified requirement for monthly progress payments of the Work completed. "As-Built" shall be reviewed for completeness before recommendation of payment is granted. Incomplete or insufficient "As-Built" will be returned to the Contractor and recommendation for progress payment denied. At project completion and as a condition of final payment, the Contractor shall deliver an acceptable complete and legible set of "As-Built" drawings to the Engineer.

The "As-Built" drawings shall show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the Work
- Record changes in dimension, location, grade or detail to that shown on plans
- Record changes made by change order
- Record details not in original plans
- Provide fully completed shop drawings reflecting all revisions

Upon completion of the construction, the Contractor shall review and certify the construction set of "As-Built" drawings for completeness and accuracy of representation of any changes. Final payment will not be processed until "As-Built" drawings have been submitted and approved.

## Section 00150 - Control of Work

**00150.00 Authority of the Engineer (Project Manager)** - The Engineer has authority over the Work and its suspension. (see Section 00180) The Contractor shall direct all requests for clarification or interpretation of the Contract, in writing, to the Engineer. The Engineer will respond within a reasonable time. Contract clarification or interpretation from persons other than the Engineer will not be binding on the Agency..

The Engineer's determination is final on all matters, including but not limited to the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

and, except as provided in Section 00199 for claims for additional Contract time or Contract price, may be challenged only through the dispute resolution process provided for in these General Provisions (00199) and, if applicable, the Special Provisions.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted by the Agency.

Interim approvals issued by the Engineer, including but not limited to Final Acceptance, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

The Agency may appoint Inspectors and other personnel to assist in the administration of the Contract.

The authority stated in this subsection is subject to the individual's delegated authority by the Agency. If the individual does not have the stated authority, the subsection reference shall include Agency personnel that have such authority.

**00150.02 Inspector's Authority and Duties** - To the extent delegated under 00150.01, Inspectors are authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Engineer's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract Documents.

**00150.10 Coordination of Contract Documents** - The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project. The Contract Documents are complementary; what is required by one is as binding as if required by all.

(a) **Order of Precedence** - The Engineer will resolve any discrepancies between these documents in the following order of precedence:



1. Permits from outside agencies;
2. Contract (Agreement)
3. Addenda;
4. Bid Schedule;
5. Special Provisions;
6. General Conditions;
7. Standard Specifications;
8. Geotechnical Data Reports;
9. Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
10. Standard Drawings;
11. Reviewed and accepted, stamped Working Drawings;
12. Approved Unstamped Working Drawings.

Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretation and clarifications, in precedence listed, will take precedence over all other Contract Document components referenced herein.

Notes on a drawing shall take precedence over drawing details. Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions. The Drawings with the higher level of detail take precedence over less detailed Drawings.

**(b) Immaterial Discrepancies** - The Contract Documents specify details for the construction and completion of the Work. If Contract Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.

**(c) Material Discrepancies** - If the Contractor identifies a discrepancy, error, or omission in the Contract Documents that cannot be resolved by the approach specified in (b) above, the Contractor shall immediately request clarification from the Engineer.

#### **00150.15 Construction Stakes, Lines, and Grades:**

**(a) Agency Responsibilities** - The Engineer will provide the location of the existing benchmarks and horizontal control locations used to design the project and prepare the Plans.

**(b) Contractor Responsibilities** - The Contractor shall:

- Accurately measure detailed dimensions, elevations, and slopes from the Engineer's benchmarks and horizontal control locations;
- Provide all labor, materials and equipment to properly stake out the project so that it can be constructed in accordance with the Contract Documents. Any changes made shall be recorded and the changed vertical and horizontal locations incorporated into the "as-built" drawings.
- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the Plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the Plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense in accordance with ORS Chapter 209.

#### **00150.20 Inspection:**

**(a) Inspection by the Engineer** - The Engineer may test Materials furnished and inspect Work performed by the Contractor to ensure Contract compliance. The Contractor shall notify the Engineer 48 hours (two full Work Days) in advance for inspection of each portion of the Work.

Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Engineer's inspection or uses Materials that the Engineer has not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense.

At the Engineer's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Engineer rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Engineer, the Contractor shall bear all costs of uncovering and restoring the Work. If the Engineer accepts the uncovered Work, and the Contractor performed the Work only after providing the Engineer with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

**(b) Inspection Facilities** - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Engineer to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Engineer.

**(c) Sampling** - When directed by the Agency, the Contractor shall furnish the Engineer with samples of Materials that the Engineer will test. All of the Contractor's costs related to this required sampling are Incidental.

**(d) Inspection by Third Parties** - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Engineer and shall provide safe inspection access.

**(e) Contractor's Duty to Make Corrections** - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for improper prosecution of the Work.

**00150.25 Acceptability of Materials and Work** - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Engineer determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Engineer may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Engineer's decisions concerning acceptability of Materials or Work will be final.

**00150.30 Delivery of Notices** - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.



Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

#### **00150.35 Submittals:**

(a) **Description** - Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous Work-related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

#### **(b) Contractor's Responsibilities**

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the Agency. The Contractor shall coordinate submittals among its subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
2. The Contractor shall coordinate submittals with the Work so that Work will not be delayed. It shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with Work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor with the indication "No Exceptions Taken" or "Make Corrections Noted."
3. Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted by the Contractor on the transmittal form and such deviation shall be subject to approval in writing by the Engineer. The Engineer will only review submittals that have been so verified by the Contractor. Non-verified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
4. The Contractor shall certify on each submittal document that it has reviewed the submittal, verified field conditions, and complied with the contract documents.
5. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the Agency with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the Work.



**(c) Shop Drawings and Product Submittals**

1. Wherever called for in the Contract Documents or where required by the Engineer, the Contractor shall furnish to the Engineer for review, five (5) copies plus one reproducible copy or electronic file, of each Shop Drawing or Product submittal. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. If a list, graph, catalog sheet, data sheet, etc. includes more than one item, clearly mark which item is the subject of the submittal. Shop Drawings shall bear the signature and seal of an engineer registered in the appropriate branch and in the state of Oregon, unless otherwise indicated. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state of Oregon, unless otherwise indicated.
2. Shop Drawing and Product submittals shall be accompanied by the Engineer's standard submittal transmittal form, a reproducible copy of which is available from the Engineer. A submittal without the form or where applicable items on the form are not completed will be returned for resubmittal.
3. Organization
  - A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
  - On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
  - Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
4. Format
  - Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 22 inches by 34 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Engineer will not collate sheets or copies.
  - Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
  - Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number (e.g., 25). If submittal "25" requires a resubmittal, the first resubmittal will bear the designation "25.A" and the second resubmittal will bear the designation "25.B" and so on.
  - If there is a follow-up submittal related to a previously submitted class of material or type of equipment (e.g., follow-up submittal to submittal "25"), it shall be assigned the number "25.1". If submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.1.A" and the second resubmittal will bear the designation "25.1.B" and so on.
5. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.
6. Except as may otherwise be indicated, the Engineer will return prints of each submittal to the Contractor with comments noted thereon, within 21 Days following receipt by the Engineer. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Engineer by the first resubmittal on an item. The Agency reserves the right to withhold monies due to the Contractor to cover additional costs of the Engineer's review beyond the first resubmittal. Engineer's cost for submittal



review beyond the first resubmittal is provided in the Special Provisions. The Engineer's maximum review period for each submittal or resubmittal will be 21 Days.

7. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.
8. If a submittal is returned marked "MAKE CORRECTIONS NOTED," Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required, except where specifically required by Engineer as indicated on the submittal review form.
9. If a submittal is returned marked "AMEND-RESUBMIT," the Contractor shall revise it and shall resubmit the required number of copies to the Engineer for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND - RESUBMIT," the submittal as a whole is deemed "AMEND - RESUBMIT," and 10 drawings are required to be resubmitted.
10. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the General Conditions. In the first 2 cases, the Contractor shall prepare a new submittal and shall submit the required number of copies to the Engineer for review. In the latter case, the Contractor shall submit the substitution request according to the General Conditions.
11. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
12. Fabrication of an item may commence only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the Contract requirements.
13. Corrections or comments made on the Contractor's Shop Drawings during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating Work with the trades, and satisfactory and safe performance of the Work.

**(d) Quality Control (QC) Submittals**

1. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Engineer that the Contractor has satisfied certain requirements of the Contract Documents.
2. Unless otherwise indicated, QC submittals shall be submitted:
  - Before delivery and unloading, for the following types of submittals:
    - Manufacturers' installation instructions
    - Manufacturers' and Installers' experience qualifications
    - Ready mix concrete delivery tickets
    - Design calculations
    - Affidavits and manufacturers' certification of compliance with indicated product requirements
    - Laboratory analysis results
    - Factory test reports
  - For the following types of submittals, the manufacturer's field representative shall submit a draft certification prior to leaving the Project site and a final certification within 7 days of the event documented:
    - Manufacturers' field representative certification of proper installation
  - Within 30 Days of the event documented for the following types of submittals:

- Field measurement
  - Field test reports
  - Receipt of permit
  - Receipt of regulatory approval
3. The Engineer will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

**(e) Deferred Submittals to Agency**

1. For the purposes of this section, Deferred Submittals are defined as those portions of the Project that are Contractor-designed and must be submitted to the Agency's building official for approval and to meet Building Permit plan review requirements.
2. The Engineer will schedule a pre-submittal conference with the Contractor and Agency's building official to discuss proposed Deferred Submittal items, requirements, and review schedule.
3. The Contractor shall list the Deferred Submittals on the title or cover sheet of the Drawings for submission to the Agency and shall state the design criteria/assumptions of the Deferred Submittal items on the plans. Deferred Submittals shall include details for connection of materials to the structure and calculations showing that the specified structural requirements are met.
4. The Contractor shall submit Deferred Submittals to the Engineer for review for general conformance to the design of the structure. Neither the Agency nor the Engineer is responsible for coordination of Deferred Submittal components with Contract Documents. Review does not lessen nor shift burden or responsibility from Contractor or assigned subcontractor/supplier to the Agency or Engineer. The Engineer, upon confirming the Deferred Submittals are in general conformance with the design, shall forward the Deferred Submittals to the building official. Contractor is responsible, with no exceptions, to ensure that building official's Deferred Submittal review will not adversely affect Project's construction schedule. The Deferred Submittal items shall not be installed by the Contractor until the design and Deferred Submittals have been approved by the building official.

**(f) Effect of Review of Contractor's Submittals**

1. Review of Contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the Agency, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. An indication of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Agency or Engineer has no objection to the Contractor, upon its own responsibility, using the plan or method of Work proposed, or providing the materials or equipment proposed.

**00150.37 Equipment Lists and Other Submittals** - The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. With each submittal, the Contractor shall clearly identify the applicable specification sub-section and the product make, model, size and proposed options.

**00150.40 Cooperation and Superintendence by the Contractor:**

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
  - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.



- Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
  - Appointees shall be competent to manage all aspects of the Work.
  - Appointees shall be from the Contractor's own organization.
  - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - Appointees shall be experienced in the types of Work being performed.
  - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent shall:
  - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
  - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
  - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
  - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
  - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
  - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
  - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
  - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
  - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
  - Carefully protect and preserve the Engineer's benchmarks and horizontal control locations.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

#### **00150.50 Cooperation with Utilities:**

**(a) General** - As specified in the Special Provisions or as shown on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. "Adjustment of Utilities" shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

**(b) Contractor's Responsibilities** - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners after the Contract is awarded to verify all Utilities' involvement on the Project Site;



- 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;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect it from damage or disturbance and promptly notify the Engineer; 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 propose adjustments to 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.

**(c) Notification** - This project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090, and ORS 757.993. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

#### **00150.53 Utilities and Existing Improvements:**

- (a) General** – Information shown on the plans as to the location of existing water courses and utilities has been compiled from available sources and may not be accurate. The Contractor shall determine the location and nature of affected water courses, utilities and underground improvements prior to commencing Work.

The Contractor shall provide for the flow of water courses and essential utilities that may be interrupted during the progress of the Work and shall restore such water courses or utilities after completion of the Work.

The Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with Work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the Plans to be in error, the Contractor shall so notify the Engineer.

The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Unless otherwise provided in the Special Provisions, all potholing and exploratory work shall be incidental to the Work and no separate payment shall be made therefore.

The Contractor shall coordinate project construction with the adjustment of utilities, take all necessary precautions to prevent disturbing the utilities, and perform work so that utility owners and users are caused a minimum of inconvenience.

The Contractor shall protect underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the plans. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

To ease or streamline the work, the Contractor may desire to adjust the utilities by asking the utility owners to move, remove, or alter their equipment in ways other than those shown on the plans or in the Contract Documents. The Contractor shall conduct the negotiations, make the arrangements, and pay all costs that arise from such changes.



- (b) **Utilities to be Moved** – In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder shall be notified by the Contractor to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the utility company and the Engineer a sufficient time in advance for the necessary measures to be taken to prevent the interruption of service.
- (c) **Utilities to be Removed** – Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- (d) **Underground Utilities and Improvements Indicated** – Existing utility lines and underground improvements that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines and underground improvements that are encountered during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of damaged utility. If the owner of the damaged facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.
- (e) **Underground Utilities and Improvements Not Indicated** – In the event that the Contractor damages existing utility lines or underground improvements that are not indicated in the plans or marked in the field, or are not indicated or marked with reasonable accuracy, or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately provide a verbal report of such damage to the Engineer, and provide a written report thereof promptly thereafter. The Contractor shall immediately notify the owner of the damaged utility. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in the General Conditions.

This subsection applies only to main line utilities. For service lines, see Subsection 00150.53(f).

For purposes of this section, "reasonable accuracy" is defined as within two (2) feet from the outside lateral dimensions of both sides of an underground utility or facility from actual location. No representation shall be made concerning the accuracy of vertical elevations of existing utilities, even if indicated in the plans, and no additional payment will be made for damage to utilities encountered at depths differing from those indicated.

- (f) **Underground Services Indicated or Not** – If service lines are encountered, whether shown, marked or not, the Contractor shall take precautions to carefully work around them and repair them if they are damaged by the Contractor, at no additional cost to the Agency. For purposes of this subsection, service lines to private property are defined as:
- Sanitary sewer service laterals of 6-inch diameter or less
  - Water service lines of 2-inch diameter or less
- (g) **Approval of Repairs** – All repairs to a damaged utility or improvement shall be inspected and approved by an authorized representative of the utility or improvement owner, and accepted by the Agency before being concealed by backfill or other Work.
- (h) **Agency's Right of Access** – The right reserved to the Agency and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

**00150.55 Cooperation with Other Contractors** - The Agency reserves the right to perform other work on or near the Project Site, including without limitation any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.

- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Engineer or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Engineer will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Engineer's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Engineer. Before the Engineer accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Engineer will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due solely to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

#### **00150.60 Construction Equipment Restrictions:**

**(a) Load and Speed Restrictions for Construction Vehicles and Equipment** - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Engineer. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Engineer's written permission.

**(b) Protection of Buried Items** - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

**(c) Responsibility for Damages** - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Engineer's permission to cross Bridges and other Structures, according to 00150.60(a) will not relieve the Contractor from responsibility for load-caused damages.



**00150.70 Detrimental Operations** - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging utilities, foundations or structures. (also see 00150.60, 00150.75, and Section 00170)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

**00150.75 Protection and Maintenance of Work During Construction** - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Engineer will timely notify the Contractor of Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Engineer may proceed to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

**00150.80 Removal of Unacceptable and Unauthorized Work** - The Contractor shall correct or remove unacceptable Work and remove unauthorized work, as directed by the Engineer in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, "unauthorized work" shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Engineer;
- Work that is contrary to the Engineer's instructions; and
- Work that is conducted without the Engineer's written authorization.

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or unauthorized work, the Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

#### **00150.90 Final Inspection:**

**(a) On-site Construction Work** - The Engineer will inspect the Project at a time close to the completion of On-Site Work for Contractor's compliance with the Contract Documents.

When all On-Site Work on the Project is completed, including but not limited to Change Order Work and Extra Work, the Engineer will issue Second Notification as specified in 00180.50(g), including notification of required corrective work (punch list) to be completed prior to Engineer's issuance of Third Notification (Final Completion).

Within 15 Calendar Days after the Engineer receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Engineer will inspect the Project and notify the Contractor that all Work is complete, or within 15 Calendar Days of inspection will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

**(b) All Contract Work** - The Engineer will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.
- The Contractor has submitted complete and acceptable "As-Built" drawings as specified in 00140.95.

**00150.91 Post-Construction Review** - The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 15 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

**00150.95 Final Acceptance** - After the Engineer completes Final Inspection of all Correction Period work and deems it satisfactorily completed, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

**00150.96 Maintenance Warranties and Guarantees** - Prior to Second Notification, the Contractor shall transfer to the Agency all unexpired manufacturer's, installer's or supplier's warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

**00150.97 Responsibility for Materials and Workmanship:**

**(a)** The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract.

**(b)** Until the Agency's Final Acceptance of the Work, the Contractor shall be responsible for:

- Correcting or repairing any defects in, or damage to, the Work which results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacing, Pavement, Utilities, or sites, including without limitation Wetlands, damaged or disturbed in that correction, repair, or replacement. (see 00170.80 to 00170.85)



## Section 00160 - Source of Materials

**00160.00 Definitions** - The following definitions apply to Section 00160:

(a) **Prospective Source** - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.

(b) **Mandatory Source** - Agency-furnished Materials source, use of which by the Contractor is required.

**00160.01 Notification of Source of Supply and Materials:**

(a) **All Materials** - The Contractor shall notify the Engineer in writing of all proposed Materials sources of supply, including without limitation any steel or other fabricators within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if source is within the State; or
- At least 45 Calendar Days before using or fabricating Materials, if source is outside the State

(b) **Prospective Source Materials** - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Engineer in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.

(c) **Approval Required** - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

**00160.05 Qualified Products List (QPL)** - The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in construction. The QPL is published twice a year and is available from ODOT's Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. It may also be viewed on ODOT's web site.

The current version of the QPL at the time of Bid Closing is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at the Contractor's expense.

**00160.10 Ordering, Producing, and Furnishing Materials** - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy.

(a) **Contractor's Duties** - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:

- Kind of work involved;
- Amount of work involved;
- Time required to obtain Materials; and
- Other relevant factors.

(b) **Quantity of Materials** - Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;
- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or
- The Contractor's expenses related to Materials ordered by the Contractor that are not subsequently approved for use.

Excess Materials, ordered or produced by the Contractor, without approval of the Engineer, may be purchased by the Agency at the sole discretion of the Agency. (see 00195.80)

#### **00160.20 Preferences for Materials:**

**(a) Buy America** - If federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including without limitation the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

**(b) Buy Oregon** - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to Contracts financed wholly or in part by federal funds.

**(c) Recycled Materials** - According to ORS 279A.010, ORS 279A.125, ORS 279A.145, ORS 279A.150, and ORS 279A.155, and subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

#### **00160.30 Agency-Furnished Materials** - Unless otherwise specified in the Special Provisions, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions. If the locations are not listed in the Special Provisions, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remains the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.



#### **00160.50 Agency-Controlled Land; Limitations and Requirements:**

**(a) General** - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified in the Special Provisions or by the written authorization of the Engineer.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Engineer.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

**(b) Waste, Excess, and By-Product Materials** - All waste, excess, and by-product materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Materials from Agency-Controlled Lands shall remain Agency property. Unless otherwise ordered by the Engineer in writing, By-Products shall be placed as required in the Special Provisions:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the Special Provisions requirements. If by written order the Engineer directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

#### **00160.60 Contractor-Furnished Materials and Sources:**

**(a) General** - The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the Special Provisions or Plans as Prospective or Mandatory Sources.

**(b) Acquisition of Sources** - The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses which are not Agency-controlled and made available by the Agency to the Contractor.

**(c) Additional Requirements** - Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Engineer, until the Contractor has:

- (1)** Given to the Engineer a copy of permits from, or proof that permits are not required from:

The Department of Geology and Mineral Industries, as required under ORS 517.790;

The Department of State Lands, as required under ORS 196.815 (when removing material from the bed or banks of any waters or from any Wetland); and

Local governmental authorities having jurisdiction over land use at the source location.

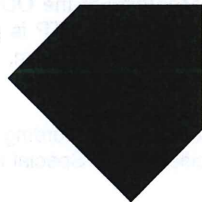
- (2)** Furnished to the Engineer written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source. The Contractor shall include in the document containing the property owner's written approval a summary of the requirements of the permits described above, which shall be subject to the Engineer's approval.

**00160.70 Requirements for Plant Operations** - Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Engineer copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

**00160.80 Requirements for Sources of Borrow and Aggregate** - The Contractor shall conduct operations according to all applicable federal, State, and local laws (including without limitation ORS 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow material and Aggregate. The Contractor shall provide erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including without limitation the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

- (a) If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.
- (b) Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:
  - Reasonably uniform depths and widths;
  - Natural drainage so no water stands or collects in excavated areas, when practicable;
  - Slopes trimmed to blend with the adjacent terrain upon completion of operations;
  - Slopes covered with native soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
  - A vegetative cover that blends with the adjacent natural growth.
- (c) Excavate in quarries so that:
  - Faces will not be steeper than vertical (no overhang);
  - Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
  - Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
  - Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.
- (d) Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner or regulatory body.





## Section 00165 - Quality of Materials

**00165.00 General** - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

**00165.01 Rejected Materials** - The Engineer may reject any Materials that appear to be defective (00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Engineer has approved their use. The Engineer may order the removal and replacement by the Contractor, at Contractor's expense, of any defective Materials. (refer also to 00150.20)

**00165.03 Testing by Agency** - When testing Materials, the Agency will conduct the tests in its central laboratory, field laboratories, or other laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other Materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

**00165.04 Costs of Testing** - The Special Provisions identify the Agency's and Contractor's responsibilities for testing expenses. When the Contract requires that the Agency performs the testing, the testing will be at the Agency's expense.

Unless otherwise provided in the Contract, all testing required to be performed by the Contractor will be at the Contractor's expense.

**00165.10 Materials Acceptance Guides** - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

(a) **Field-Tested Materials** - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP) unless otherwise specified in the Special Provisions. The MFTP is published once per year and is available from the ODOT -Construction Section, 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section web site.

(b) **Nonfield-Tested Materials** - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Special Provisions. The NTMAG is available on the ODOT Construction Section web site.

**00165.20 Materials Specifications and Test Method References** - References to Materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of the Call for Bids.

If there are conflicting references, or if no reference is made to Materials specifications or test method, Materials must meet the Materials specifications or test methods required by the first applicable of the following agencies and organizations:

- Field-Tested Materials:
  - Special Provisions;
  - Standard Specifications; and
  - MFTP..

- Nonfield Tested Materials:
  - ODOT;
  - WAQTC;
  - AASHTO;
  - ASTM;
  - Other recognized national organizations, such as ANSI, AWWA, IMSA, and UL; and
  - Industry standards in the location where the Work is being performed.

If there are conflicting references in the Contract Documents to required sampling and testing frequencies, the Contractor shall sample and test the Materials according to the first applicable of the following:

- Special Provisions;
- Standard Specifications; and
- MFTP.

#### **00165.30 Field-Tested Materials:**

**(a) Acceptance of Field-Tested Materials** The Contractor's test results for field-tested Materials may be verified by the Agency. Materials will be analyzed as determined by the Engineer for acceptance before the Engineer will accept them for incorporation into the Work. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25.

If the Agency's verification testing reveals that the Contractor's data is incorrect, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the Agency for additional testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the Agency will pay the cost for the additional testing.

**00165.35 Nonfield-Tested Materials** - Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-Specification Materials regardless of the Materials Test Results and Quality Compliance Certificates furnished.

**(a) Test Results Certificate** - The Certificate shall:

- Be from the manufacturer verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the independent testing agency and the representative responsible for the test results.
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the material.

**(b) Quality Compliance Certificate** - The Certificate from the manufacturer shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other)
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate,
- Be delivered to the Engineer with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material,

**(c) Equipment List and Drawings** - These consist of lists of proposed Equipment and Materials, such as:



- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Engineer for review of conformance with the Specifications.

**(d) Certificate of Origin of Steel Materials** - When specified, complete this document (ODOT Form 734-2126) as required by 00160.20 for Federal-aid projects.

Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-Specification Materials regardless of the Materials Conformance Documents furnished.

**00165.50 Acceptance Sampling and Testing** -The Contractor shall sample and test Materials for acceptance, as required by the Contract. Materials will be analyzed as determined by the Engineer for acceptance before the Engineer will accept them for incorporation into the Work. When the Engineer determines the Materials or Work does not conform to the Specifications the Engineer may accept the Materials or Work with pay adjustments or reject the Materials or Work per 00150.25.

**00165.70 Use of Materials without Engineer's Acceptance:**

**(a) General** - The Contractor shall not incorporate Materials into the Project prior to acceptance by the Engineer. The Engineer may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

**(b) Materials Incorporated for Immediate Traffic Safety** - If Materials are incorporated into the Project for immediate traffic safety before acceptance by the Engineer, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials are accepted by the Engineer, or the Materials are otherwise found through testing to comply with Specifications.

**00165.75 Storage and Handling of Materials** - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

**Stored Materials:**

- Shall be readily accessible for inspection;
- May be stored on approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

## Section 00170 - Legal Relations and Responsibilities

**00170.00 General** - The Contractor shall comply with all laws, ordinances, codes, regulations and rules, (collectively referred to as "Laws" in this Section), that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of Laws by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where the Agency's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

**00170.01 Other Agencies Affecting Agency Contracts** - Representatives of regulatory bodies or units of government whose Laws may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

### (a) Federal Agencies:

Agriculture, Department of  
Forest Service  
Natural Resource Conservation Service  
Army, Department of the  
Corps of Engineers  
Commerce, Department of  
National Marine Fisheries Service  
Defense, Department of  
Energy, Department of  
Environmental Protection Agency (EPA)  
Federal Energy Regulatory Commission  
Geology Survey  
Health and Human Services, Department of  
Homeland Security, Department of  
U.S. Coast Guard (USCG)  
Housing and Urban Development, Department of  
Interior, Department of  
Heritage, Conservation, and Recreation Service  
Bureau of Indian Affairs  
Bureau of Land Management



Bureau of Mines  
Bureau of Reclamation  
Geological Survey  
Office of Surface Mining, Reclamation, and Enforcement

Minerals Management Service

Solar Energy and Energy Conservation Bank

U.S. Fish and Wildlife Service

Labor, Department of

Mine Safety and Health Administration

Occupational Safety and Health Administration (OSHA)

Transportation, Department of

Federal Highway Administration

Water Resources Council

**(b) State of Oregon Agencies:**

Administrative Services, Department of

Agriculture, Department of

Natural Resources Division

Soil and Water Conservation District

Columbia River Gorge Commission

Consumer and Business Services, Department of

Insurance Division

Oregon Occupational Safety and Health Division (OR-OSHA)

Energy, Office of

Environmental Quality, Department of (DEQ)

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Labor and Industries, Bureau of

Land Conservation and Development Department

Parks and Recreation, Department of

State Lands, Department of

Water Resources Department

**(c) Local Agencies:**

City Councils

County Courts

County Commissioners, Boards of

Design Commissions

Historical Preservation Commissions

Lane Regional Air Pollution Authority (LRAPA)

Planning Commissions

Port Districts

Special Districts

**(d) Oregon Federally Recognized Tribal Governments:**

Burns Paiute Tribe  
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians  
Confederated Tribes of Grand Ronde  
Confederated Tribes of Siletz  
Confederated Tribes of Umatilla Indian Reservation  
Confederated Tribes of Warm Springs  
Coquille Tribe  
Cow Creek Band of Umpqua Indians  
Klamath Tribe

**00170.02 Permits, Licenses, and Taxes** - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, except for those noted in 00170.03;
- Give all notices required by applicable Laws, or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

**00170.03 Furnishing Rights-of-Way, Easements and Permits** - Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way, Rights of Entry and Easements;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;
- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, excluding erosion control permits.

If, after the Bid Closing date, the Agency obtains any Permits, Rights of Way or Easements which require changes to the Work and thereby causes an increase or decrease in the cost of, or the time required for the performance of the Work, the Contractor shall submit information sufficient for the Engineer to determine the extent of the effects on the cost and/or schedule. If the Engineer agrees the cost and/or schedule will be affected by such changes, such effects will be handled in accordance with the General Conditions. The Engineer will provide the Contractor with a copy of any such Permits, Rights-of-Way or Easements.

**00170.04 Patents, Copyrights, and Trademarks** - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of



patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

**00170.05 Assignment of Antitrust Rights** - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; and
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

**00170.06 Taxes** - The Contract unit or lump sum prices shall include full compensation for any payroll taxes which may be incurred under State and Federal Unemployment and Social Security Acts, and all Sales Taxes on materials furnished by Contractor. The Contractor shall promptly pay such taxes to the proper agency, and shall indemnify and save harmless the Agency from any liability which may or could arise therefrom.

**00170.07 Record Requirements** - For purposes of this Subsection the term "Contractor" includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and "Related Entities" as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

**(a) Records Required** - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.

- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt



Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

**(b) Access to Records** - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

**(c) Record Retention Period** - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

**(d) Public Records Requests** - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through ORS 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

The Contractor consents to such disclosure; or

Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.



**00170.10 Required Payments by Contractors** - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

**(a) Prompt Payment by Contractor for Labor and Materials** - As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

**(b) Prompt Payment by Contractor to First-Tier Subcontractor(s)** - According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

**(c) Interest on Unpaid Amount** - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). The rate of interest on the amount due shall be in accordance with ORS 279C.515(2). The amount of interest shall not be waived.

**(d) Agency's Payment of the Contractor's Prompt Payment Obligations** - If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract.

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

**(e) Right to Complain to the Construction Contractors Board** - If the Contractor or a subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b).

**(f) Notice of Claim Against Bond** - An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

**00170.20 Public Works Bond** - If the original Contract Amount is \$100,000 or greater, then before starting work, or if the Contract Amount is amended to a Contract Amount \$100,000 or greater, and unless otherwise exempt under ORS 279C.836(4), (7) – (9), the Contractor shall file a public works bond with the Oregon Construction Contractors Board in the amount required by ORS 279C.836 [\$30,000 (1970)] before starting or continuing Work on the project. Further, the Contractor shall then include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board in the amount required by ORS 279C.836 [\$30,000 (1970)] before starting Work, or if the Contract Amount is amended to \$100,000 or above, before continuing Work on the project. ORS 279C.830(3)(a,b) The Contractor shall verify subcontractors have filed a public works bond before the subcontractor begins Work.