

Mayor  
Honorable Lori DeRemer

City Manager  
Jason A. Tuck



**Date:** August 23, 2016  
**To:** All Interested Parties  
**From:** City of Happy Valley, Engineering Division  
**RE: Downloading Solicitations Disclaimer**

The City of Happy Valley offers certain solicitation documents, including Invitations to Bid and Requests for Proposal, online for downloading. The City requires each prospective bidder/proposer downloading these documents to follow the specific requirements detailed below. If a potential bidder or proposer does not comply with these requirements the bidder/proposer risks the possibility of not receiving a complete solicitation packet and may be deemed a non-responsive bidder.

Please note the solicitation available for download is the original document released to the public. All prospective bidders/or proposers are responsible for downloading any and all addendums or amendments listed along with the solicitation packet on the City's website. Once a potential bidder or proposer has completed, signed, and returned to the City the attached "RETURN RECEIPT" form, the City will automatically forward any and all subsequent addendums, amendments, or other documents relevant to the solicitation.

#### **Disclaimer**

*The recipient of any downloaded documents from this website shall be responsible for completing and returning to the City of Happy Valley's Engineering Division, the attached "RETURN RECEIPT" form. It is imperative that it is returned as soon as possible. By doing so, the recipient will allow the City of Happy Valley to send any additional documentation, including addendums, amendments, and other information, which may be issued relative to a particular document. The City takes no responsibility for informing recipients of changes to original documents if the attached "RETURN RECEIPT" form has not been sent to the Engineering Division representative listed on the form. The recipient shall be responsible for the accuracy of the information on the form submitted.*

*Any unidentified modifications to the original document issued by the City shall be null and void. In those instances where modifications are unidentified, the original document issued by the City of Happy Valley shall take precedence. The recipient of any downloaded documents is responsible for clearly identifying any and all changes or modifications to document upon submission to the City.*

16000 SE Misty Drive, Happy Valley, Oregon 97086-4288  
Telephone: (503) 783-3800 Fax: (503) 658-5174  
[happyvalleyor.gov](http://happyvalleyor.gov)

*Preserving and enhancing the safety, livability and character of our community*





16000 SE Misty Drive  
Happy Valley, OR 97086  
503.783.3800 phone

**ACKNOWLEDGEMENT OF RECEIPT  
RETURN RECEIPT FORM**

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

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

Address: \_\_\_\_\_  
Street Address City and State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

I would like to receive any subsequent addenda via email.

I have read and thoroughly understand the disclaimer, instructions, and all other conditions related to downloading solicitation documents from the City of Happy Valley's web page.

I hereby attest that this information, to the best of my knowledge, is valid and correct.

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

Next Step: When you have completed this form, please send it to the attention of Karleen Aichele at the following email:

**Email:** [karleena@happyvalleyor.gov](mailto:karleena@happyvalleyor.gov)





BID DOCUMENTS

FOR THE

**HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS**  
Happy Valley, Oregon

**CITY MAYOR & COUNCIL**

Mayor Lori DeRemer

Councilor Michael Morrow, President

Councilor Markley Drake

Councilor Tom Ellis

Councilor Brett Sherman

-----  
Chris Randall, Public Works Director

Carol Earle, P.E., Engineering Manager

**CITY BID OPENING**

**DATE:** September 13, 2016

**PLACE:** City of Happy Valley  
16000 SE Misty Drive  
Happy Valley, OR 97086

**BID OPENING:** **2:00 PM**  
**SUBCONTRACTOR LIST DUE:** **4:00 PM**



## **SCHEDULE**

INVITATION TO BID ADVERTISED	August 24, 2016
LAST DATE FOR SPECIFICATION PROTEST	September 6, 2016
BID OPENING	September 13, 2016 <b>2:00 PM</b>
SUBCONTRACTOR LISTS SUBMISSION	September 13, 2016 <b>4:00 PM</b>
TENTATIVE CONTRACT AWARD	WITHIN 14 DAYS OF BID OPENING
LAST DATE TO PROTEST AWARD	7 DAYS AFTER NOTICE OF INTENT TO AWARD





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**SECTION 1**

**INVITATION TO BID**



## **INVITATION TO BID**

Notice is hereby given that the City of Happy Valley will open sealed bids for the

### **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**

#### **BID OPENING**

**September 13, 2016 at 2:00 PM**

#### **SUBCONTRACTOR LISTS DUE**

**September 13, 2016 at 4:00 PM**

No bids will be received or considered after the time of closing.

The City of Happy Valley is soliciting bids from qualified contractors for framing and installing approximately 3,010 LF ft. of PVC boardwalk, including removal of 2,664 LF of existing 4' wide wooden boardwalk and three viewing decks. Work also includes construction of four 10 X 20 ft. viewing decks, four pass-by decks with benches, and other miscellaneous improvements. Onsite work is to be completed by March 30, 2017.

The project is an excellent opportunity for showcasing the PVC decking material for suppliers and manufactures of the decking material and also for the installation contractor's publicity. Showcasing will include permanent advertising signs installed onsite.

A pre-bid meeting is not planned. Bidders are encouraged to view the project site and existing boardwalk to be removed on their own without an appointment. Alternate decking materials will not be reviewed or pre-approved prior to bid opening.

Bidders must be qualified in accordance with the applicable parts of ORS 279C in order to enter into a contract with the City. No bid shall be considered unless the bidder is registered with the Oregon Construction Contractors Board.

This is a public work contract subject to ORS 279C. 800 to 279C.870 or if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a).

Bid Documents can be purchased for \$20 at the City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086, phone (503) 783-3800. **Hours of operation are Monday through Friday from 8 AM to 5 PM** or online at [www.happyvalleyor.gov/business/engineering-division/bid-advertisements](http://www.happyvalleyor.gov/business/engineering-division/bid-advertisements). Sealed bids are to be sent to Carol Earle - Engineering Manager at the Misty Drive address. Bids will be opened at the Misty Drive address at the designated time.

The City of Happy Valley reserves the right to reject any and all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon the finding that it is in the public interest to do so, and may waive any and all informalities.

Carol Earle, Engineering Manager  
CITY OF HAPPY VALLEY

DATED the 19<sup>th</sup> day of August, 2016

Published: Daily Journal of Commerce – August 24, 2016



**SECTION 2**  
**INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **2.1 EXPLANATION TO BIDDERS:**

Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid closing. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid closing shall not be binding.

### **2.2 BIDDER'S QUALIFICATIONS:**

**Bidders shall have a minimum of five years' experience in the construction of decks and boardwalks and shall at the time of construction be "certified" or otherwise approved by the manufacture of the PVC decking material. Proof of qualification must be submitted to the City by September 13, 2016 at 2:00 PM.**

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

### **2.3 EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE:**

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

### **2.4 CONTRACTOR'S RESPONSIBILITY:**

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be



deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

## **2.5 LAWS AND REGULATIONS:**

The bidder is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

## **2.6 WAGE RATES:**

If the contract is for a public work subject to ORS 279C.800 to 279C.870, the Davis-Bacon Act (40 U.S.C. 3141 et seq.), or both the state and federal prevailing rates of wage, no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.SOO through ORS 279C.S70 or 40 U.S.C. 3141 et seq. are to be complied with. The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with ORS 279C.838 and 279C.840.

## **2.7 BID GUARANTY:**

Bid security shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Happy Valley for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to the City.

## **2.8 PREPARATION OF BIDS:**

Bidders must submit their proposals on the proposal form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink, both in words and in numerals. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern.

Alternative bids will not be considered unless specifically called for.

Telegraphic or FAX bids will not be considered.

Each bidder represents that his bid is based upon the specific materials and equipment, described in the Bidding Documents.

Specific manufacturer names and model numbers (if any) cited in the Specifications (Section 8) indicate the required quality and features of items. Bidders wishing to provide items by different manufacturers shall request acceptance of their proposed substitutions in accordance with the following requirements:

No substitutions will be considered unless written request has been submitted to the Engineering Manager for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements of the Specifications.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the Engineering Manager as having received the Bidding Documents and will be available for inspection at the City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086, phone (503) 783-3800.

## **2.9 SPECIFICATION LIMITING COMPETITION:**

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

**Carol Earle, PE, Engineering Manager  
City of Happy Valley  
16000 SE Misty Drive  
Happy Valley, OR 97086  
503-783-3815**

Such comments shall be submitted no later than **4:00 PM September 6, 2016**. No comments will be accepted after that time. Any substitutions for items specified will not be reviewed or pre-approved prior to bid opening.

## **2.10 PROTEST OF AWARD:**

The Notice of Intent to Award by the City of Happy Valley shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineering Manager within seven calendar days of the Notice of Intent to Award. If a protest is timely filed, the Notice of Intent to Award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The Notice of Intent to Award and any written decision denying protest shall be sent to every bidder who provided an address.

**Right to Protest.** Any actual bidder who is adversely affected or aggrieved by the City's Notice of Intent to Award to another bidder on the same solicitation shall have seven calendar days after Notice of Intent to Award to submit to the City Engineering Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are

ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

## **2.11 SUBMISSION OF BIDS:**

Bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted and the time and date of the bid closing. If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed to the Engineering Manager, City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086.

**Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists MUST be submitted within two hours of the bid closing date and time. (See 2.12 Subcontractors)**

## **2.12 SUBCONTRACTORS:**

When the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors who will furnish labor or labor and materials (see ORS 279C.370).

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. See the form provided in Section 3.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City to be a nonresponsive bid and may not award the contract to the contractor. The City is not required to determine the accuracy or the completeness of the subcontractor disclosure.

## **2.13 RECEIPT AND OPENING OF BIDS:**

Bids shall be submitted prior to the time fixed in the advertisement for bids. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

## **2.14 WITHDRAWAL OF BIDS:**

Bids may be withdrawn at any time prior to closing upon written or email request of the bidder. Negligence on the part of the bidder in preparing his or her bid shall not constitute a right to withdraw their bid after it has been opened.

### **2.15 PRESENCE OF BIDDERS AT OPENING:**

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

### **2.16 BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

### **2.17 AWARD OF CONTRACT:**

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. Award will be made to one bidder and one bidder only. The City reserves the right to reject any and all bids.

In determining the lowest responsible bidder, the City shall, pursuant to ORS 279A.120 for the purposes of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

### **2.18 REJECTION OF BIDS:**

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under ORS 279C37S(3)(b). Bids in which the prices are obviously unbalanced may be rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

### **2.19 SURETY BOND:**

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety

business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to the City.

The Contractor also agrees that at the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Maintenance Bond in the amount of 25% of the contracted amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance.

## **2.20 EXECUTION OF THE CONTRACT:**

The successful bidder shall within ten calendar days from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bond specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

## **2.21 ENVIRONMENTALAND NATURAL RESOURCES LAWS**

In compliance with ORS 279C.525, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2015 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.



**SECTION 3**

**BID PROPOSAL  
SCHEDULE OF VALUES  
SUBCONTRACTOR FORM**





## **BID PROPOSAL**

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_, 2016 Phone number: \_\_\_\_\_

Federal Tax I.D. Number or Social Security Number \_\_\_\_\_

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he has examined the Standard Specifications and Special Provisions, Plans and Drawings and read the Instructions to Bidders, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS** in accordance with the said Specifications herein for the bid prices set forth in the Schedule of Bid Prices attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

(a) That no Councilor, officer, agency or employee of the City of Happy Valley is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.

(b) That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(c) That the provisions required by ORS 279C.800 through ORS 279C.870 or 40U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.

(d) In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in the Standard Specifications for each day of delay in the completion of the work.

(e) Contractor shall commence no work under this contract until all bonding and insurance requirements have been met and a Notice to Proceed has been issued.

(f) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.

**(g)** I, the undersigned, certify that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.

**(h)** Upon receiving notice to proceed from the Project Manager, the Contractor shall meet with the Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference the Contractor shall furnish the Project Manager with a proposed schedule of work.

**(i)** I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

**(j)** I, the undersigned, certify that the Bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining subcontracts.

**(k)** Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.

**(l)** I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

**(m)** I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the solicitation.

**(n)** I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

**(o)** I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Happy Valley.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this proposal, the surety who will provide the Performance Bond will be

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

**Contractor shall check if in compliance:**

☐ Drug Testing Requirement, as defined in ORS 279C.505

**Contractor shall check applicable box:**

☐ Resident Bidder, as defined in ORS 279A.120

☐ Non-Resident Bidder, Resident State: \_\_\_\_\_

**CONSTRUCTION CONTRACTORS REGISTRATION**

No bids for construction contracts shall be received or considered by the Agency unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board.

Indicate Registration Number and Expiration Date: \_\_\_\_\_

Workers' Comp Insurance Company: \_\_\_\_\_

Workers' Comp Policy/Binder Number: \_\_\_\_\_

The names of the principal officers of the corporation submitting this proposal; or of the partnership; or of all persons interested in this proposal as principals; are as follows:

_____	_____
Name	Title

_____	_____
Name	Title

**(If Sole Proprietor or Partnership)**

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

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

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

**(If Corporation)**

In witness whereof the undersigned corporation has caused this instrument to be executed by its  
duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title



**SCHEDULE of VALUES for:**

**Happy Valley Park  
Boardwalk Improvements**

Item No	Description	Quantity	Unit	Unit Price	Item Total
1	Mobilization	1	LS	\$	\$
2	Remove and Replace Existing Boardwalk with 6 ft Wide Standard PVC Boardwalk	2,574	LF	\$	\$
3	Remove and Replace Existing Boardwalk with 6 ft Wide Elevated PVC Boardwalk	90	LF	\$	\$
4	New 6 ft Wide Standard Boardwalk (Sheet 9)	304	LF	\$	\$
5	New 6 ft. Wide Elevated Boardwalk (Sheet 9)	42	LF	\$	\$
6	Boardwalk Railings (excludes viewing deck railings)	432	LF	\$	\$
7	Viewing Area #1 (includes benches and railings)	1	LS	\$	\$
8	Viewing Area #2 (includes benches and railings)	1	LS	\$	\$
9	Viewing Area #3 (includes benches and railings)	1	LS	\$	\$
10	Viewing Area #4 (includes benches and railings)	1	LS	\$	\$
11	Pass-By Deck and Bench	4	EA	\$	\$
12	Install Check dams	14	EA	\$	\$
<b>Total Base Bid</b>				\$	\$
* Manufacture's Deduct for Sponsorship and Showcasing of Project					\$
* Contractor's Deduct for Sponsorship and Showcasing of Project					\$
<b>Net Bid</b>					\$

Dollars

**NET Bid Amount (In Words)**





## **SCHEDULE of VALUES for:**

# **Happy Valley Park Boardwalk Improvements**

**\* Sponsorship and Showcasing:** The City will allow placement of permanent signs at three entrances that state contact information, logos, etc. for the contractor's or manufacture/suppliers of decking material. Signs for the contractor and manufacture/supplier may be combined or separate. Signs to not exceed 2 X 2 feet square. Signs to be furnished and installed by the contractor. Contractor to submit proposed wording, layout of signs to City prior to having the signs made. Final signs and locations to be approved by City. Signs will remain on site for a minimum of 10 years.

**Contractor Company Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**Please use this form to submit bid**

**Bids Due no later than 2:00 PM on \_\_\_\_\_**

**mailed or delivered to City of Happy Valley, 16000 SE Misty**

**ATTN: Carol Earle, Engineering Manager**

### **BIDDER'S CHECKLIST**

1. ☐ Submittal of bid security in the amount of 10% of the bid for bids over \$10,000.
2. ☐ Acknowledgement of addenda form.
3. ☐ Indication of resident/non-resident bidder in the proposal section.
4. ☐ Submittal of first tier sub-contractors disclosure form for projects over \$100,000.

Requirements #1, #2 And #3 are due at **2:00 PM**, requirement #4 is due no later than 4:00 PM on the bid opening date. Apparent lowest bidder shall submit application & ODOT pre-qualification letter within five business days after bid opening.





**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM FOR THE  
HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**

**BID OPENING: Date: September 13, 2016 Time: 2:00 PM**

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

**INSTRUCTIONS:**

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date, and within two working hours after the advertised bid closing time (ORS 279C.370).

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor list **MUST** be submitted within two (2) hours of the bid closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder): \_\_\_\_\_  
Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

**SECTION 4**

**BID BOND**



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Name of Contractor)

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

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and

jointly and severally held and bound unto \_\_\_\_\_  
(Name of Oblige)

as Oblige, hereinafter called the Oblige, in the sum of \_\_\_\_\_ Dollars

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

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_  
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

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



## **SECTION 5**

### **PERFORMANCE AND PAYMENT BONDS**



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of \_\_\_\_\_

(dollars) (\$)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_  
(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid";, the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall commence with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEEs, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) The said SURETY for the 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 there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(b) 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 by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
PRINCIPLE



WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURETY

\_\_\_\_\_ (SEAL)

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

\_\_\_\_\_

the OBLIGEE herein, in the sum of \_\_\_\_\_

\_\_\_\_\_ (dollars) (\$) \_\_\_\_\_

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_

(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 entered into it contract with the OBLIGEE which contract documents consist of the "Invitation to Bid";, the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate or Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", "the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The said SURETY for the 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 there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PRINCIPAL

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

SURETY

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.



**SECTION 6**

**CERTIFICATE OF INSURANCE**





Contractor to provide Certificate of Insurance as required by Section 00170.70 of the Standard Specifications and Special Provisions (SECTION 8) and Contract Form (SECTION 10).



## **SECTION 7**

### **PREVAILING WAGE RATES (BOLI)**



CITY OF HAPPY VALLEY, OREGON

**HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**

**PREVAILING WAGES**

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor.

Prevailing Wages applicable to this project can found electronically at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/July\\_2016\\_Index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/July_2016_Index.aspx) and is titled as:

**“January 1, 2016 Prevailing Wage Rates for Public Works Contracts in Oregon”**

Including the following publications and amendments:

**“Definitions of Covered Occupations for Public Works Contracts in Oregon, Effective July 1, 2016”**

**Applicable amendments adopted prior to July 1, 2016.**



## **SECTION 8**

### **STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**





## **STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**

### **8.1 INTRODUCTION**

The City of Happy Valley is soliciting bids from qualified contractors for framing and installing approximately 3,010 LF ft. of PVC boardwalk, including removal of 2,664 LF of existing 4' wide wooden boardwalk and three viewing decks. Work also includes construction of four 10 X 20 ft. viewing decks, four pass-by decks with benches, and other miscellaneous improvements. Onsite work is to be completed by March 30, 2017.

The project is an excellent opportunity for showcasing the PVC decking material for suppliers and manufactures of the decking material and also for the installation contractor's publicity. Showcasing will include permanent signs installed onsite.

### **8.2 QUESTIONS**

Questions relating to the project shall be addressed to:

**Carol Earle, P.E.  
Engineering Manager  
City of Happy Valley  
503-783-3815**



**SPECIAL PROVISIONS  
FOR  
HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS  
CITY OF HAPPY VALLEY, OREGON  
August, 2016**



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## **SPECIAL PROVISIONS**

### **DESCRIPTION OF WORK**

#### **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**

City of Happy Valley

The City of Happy Valley is soliciting bids from qualified contractors for framing and installing approximately 3,010 LF ft. of PVC boardwalk, including removal of 2,664 LF of existing 4' wide wooden boardwalk and three viewing decks. Work also includes construction of four viewing decks, 4 pass-by decks and benches, and other miscellaneous improvements. Onsite work is to be completed by March 30, 2017.

The project is an excellent opportunity for showcasing the PVC decking material for suppliers and manufactures of the decking material and also for the installation contractor's publicity. Showcasing may include permanent signs installed onsite.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety. Unless specifically noted in these Special Provisions, all specification included in the 2015 edition of the "Oregon Standard Specifications for Construction" shall be strictly adhered to.

### **CLASS OF PROJECT**

This is a City of Happy Valley project. The construction of this project is NOT federally funded.

## **SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS**

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

### **00110.10 Abbreviations**

Add the following:

UNC - Utility Notification Center

### **00110.20 Definitions**

Add or modify definitions as follows:

**Amendment** - A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the City prior to approval of such work.

**Award** - Same as "Notice to Award".

**Bid** - A written offer by a bidder on forms furnished by the City to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

**Bid Documents-** The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2015 edition
- The City of Happy Valley "Engineering Design and Standard Details Manual", current edition
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

**Bonds** - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

**Change Order** - A price agreement for Extra Work, Changed Work, Field Directives, or other changes. A Change Order does not change the contract value, scope, or time until



it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the City Project Manager and the Contractor's designated representative.

**Contract** - The written contract agreement, including amendments, signed by the Contractor and City, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the City.

**City**- The term "City" shall mean the City of Happy Valley, including City Councilors, employees, and agents of the City authorized to administer the conditions of these contract documents.

**Department** - Synonymous with Agency.

**Engineer** – The City's Project Manager either acting directly or through an authorized representative(s).

**Invitation to Bid** - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

**Legal Holiday** - As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

**Lump Sum** - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

**Notice of Award** - A written notice from the City notifying bidders that the City intends to award to the responsible bidder submitting the lowest responsive bid.

**ODOT Procurement Office**—City of Happy Valley.

**Owner** -Synonymous with Agency.

**Project Manager** – The Owner's representative who directly supervises the engineering and administration of the contract.

**Solicitation Document** - Synonymous with Bid Documents.

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

**State** - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "City of Happy Valley", "State of Oregon", or "ODOT" as applicable because of context.

**Substantial Completion** - The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the City for the purposes intended as determined by the Engineer.

**Work Day** - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and legal holidays.

## **END OF SECTION**

### **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders** - Delete and replace with the following:

See Bid Documents.

**00120.01 General Bidding Requirements** - Delete and replace with the following:

See Bid Documents.

**00120.05 Requests for Plans, Special Provisions and Bid Booklets** - Delete and replace with the following:

Bid Documents can be purchased for \$20 at the City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086, telephone (503) 783-3800. Hours of operation are Monday through Friday from 8 AM to 5 PM. or online at [www.happyvalleyor.gov/business/engineering-division/bid-advertisements](http://www.happyvalleyor.gov/business/engineering-division/bid-advertisements).

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** - Delete the third paragraph.

**00120.25 Subsurface Investigations** - Replace the first two sentences of the first paragraph with the following:

The Agency has not conducted subsurface or geologic investigations of the Project Site.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Delete and replace with the following:

The City reserves the right to make necessary changes or corrections to the bid documents at any time prior to the opening of bids. The City will notify bidders whose names, addresses, e-mail addresses and telephone numbers appear on the Plan Holder's List, of change or corrections by mail or e-mail. The City may elect to notify bidders by telephone initially and follow up with one of the above notification methods.

The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City, and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

**00120.40      Preparation of Bid** - Delete and replace paragraph (f) with the following:

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

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

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

The disclosure of first-tier subcontractors shall include:

(a) The name of each subcontractor; and

(b) The dollar value of work; and

(c) The category of work that each subcontractor will be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a bidder shall so indicate by entering "NONE" or filling in the appropriate check box.

The public contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the public contracting agency to be a non-responsive bid and may not award the contract to the contractor.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists must be submitted within two hours of the bid closing date and time.

**00120.45 Submittal of Bids** - Delete and replace with:

See Instructions to Bidders, Section 2.11 and Section 2.12.

**00120.50 Submitting Bids for More than One Contract** - Delete this subsection.

**00120.60 Revision or Withdrawal of Bids** - Delete and replace with the following:

**00120.60 Revision or Withdrawal of Proposals** - A revision to a proposal after it has been submitted, but prior to the deadline for submission, will be allowed provided it is submitted in a sealed envelope and signed by an authorized individual. Revisions must include bid schedule, bid guarantee, signature page, and be submitted prior to the time set for receiving proposals.

A bidder may withdraw a proposal after it has been submitted provided the withdrawal request is in writing from an individual authorized to sign the proposal and received prior to the time set for opening proposals.

**00120.68 Mistakes in Bids** - Add the following section:

(a) General - Clarifications to or withdrawal of a bid after bid opening because of an inadvertent, non-judgmental mistake in the bid requires careful consideration by the City to protect the integrity of the competitive bidding system and to assure fairness to all bidders. Bid corrections or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent it is not contrary to the interest of the City or the fair treatment of other bidders.

(b) Mistakes Discovered After Bid Closing But Before Award - This subsection prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing, but before award.

(1) Minor Informalities - are insignificant mistakes of form that are evident from the bid documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other bidders or to the City. Examples include, but are not limited to:

- Return of the number of signed bids or the number of other documents required by the bid documents;
- Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- Failure to acknowledge receipt of an addenda to the bid documents, but only if:
  - it is clear from the bid that the bidder received the addenda and

- intended to be bound by its terms, or;
  - the addenda involved had a negligible effect on price, quality, quantity, or delivery.
- (2) Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.
- (3) Mistakes Where Intended Correct Bid is not Evident - The City will not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

**00120.70 Rejection of Nonresponsive Bids** - Delete and replace with the following:

**00120.70 Rejection of Bids** - A bid will be considered irregular and may be rejected if:

- The bid section provided is not used or is altered.
- The bid is incomplete or incorrectly completed.
- The bid has unauthorized additions, deletions, alternate bids, or conditions.
- 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 erasure, change, or correction is not initialed.
- The price per unit cannot be determined.
- The Department finds that it is in the public interest to do so (ORS 279.035).
- The bid guaranty is insufficient or improper.
- The standard bid bond form is not used or is altered.
- Pre-Qualification submission requirements are not met.

- The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

**00120.95 Opportunity for Cooperative Arrangement** - Delete this section.

## **END OF SECTION**

### **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

**00130.00 Consideration of Bids** - Delete third paragraph.

**00130.10 Award of Contract** - Delete and replace with the following:

If the City accepts a bid and awards a contract, the City will send the successful bidder written notice of acceptance and award and three (3) copies of the Contract Booklet ready for execution. The documents will be sent within thirty (30) calendar days of the Notice of Intent to Award, or within the number of calendar days specified in the contract documents or written in a mutual agreement. The City will have complied with this time limit if, within the number of days specified, the notice of acceptance and Contract Booklet copies are:

- Dated and delivered by the City to the bidder before the time limit;
- Deposited through the U.S. Post Office with postage prepaid; or
- Delivered through a private delivery service with delivery charges prepaid.

**00130.15 Right to Protest Award** - Delete and replace with the following:

See Bid Documents.

**00130.30 Contract Booklet** - Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2015 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- "City of Happy Valley Engineering Design and Standard Details Manual", latest edition.

**00130.40 Contract Submittals** - Delete and replace with the following:

See Bid Documents.

**00130.70 Release of Bid Guaranties** - Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

**00130.80 Project Site Restriction** - Replace the paragraph that begins "Until the Agency sends ... ", with the following paragraph:

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 go onto the property on which the Work is to be done, nor move Materials, Equipment or workers onto that property.

## **END OF SECTION**

### **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

**00140.30 Agency-Required Changes in the Work** - Delete and replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of

Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

## **END OF SECTION**

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

**00150.00 Authority of the Engineer** - Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the City), the Engineer has full authority over the Work and its suspension.

**00150.05 Cooperative Arrangements** - Delete this section.

**00150.15 Construction Stakes, Lines and Grades:** Modify the following subsection:

#### **(b) Agency Responsibilities:**

The City/Engineer shall provide construction staking as needed, including offset staking of the boardwalk centerline at 50 ft spacing, and at horizontal and vertical inflection points. Corners of new viewing decks will also be offset staked for grade and location.

Contractor to coordinate with engineer for construction staking. A minimum of two week notice for the initial staking and 48 hours' notice for any additional survey needs that may arise.

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph(c):

- All coordination with utilities, including but not limited to water, sewer, power, NW Natural, telecommunications and internet, shall be accomplished by the Contractor prior to construction. No extra costs for damages or delay will be approved as a result of a failure to contact utilities or to arrange sufficient time for utility infrastructure construction.



- The contractor is responsible for determining the exact utility location with the assistance of the utility companies and to properly account for the possible interference of utility infrastructure with his operations.
- In the event of an interruption of utility services by his operations, the Contractor is solely responsible for repair costs and/or penalties accrued as a result of the interruptions. All planned interruptions of service shall be coordinated with the Owner and operators, and kept to a minimum.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:** The following organizations have utilities in the project area (Note: There may be other utility servers who are not specifically listed that have utilities in the project area and may be adjusting, relocating and/or inspecting their facilities within the project limits):

**No Currently Known Utilities in the Boardwalk Area**

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).

**00150.70 Detrimental Operations** - Add the following:

Portions of this project will be constructed in close proximity to existing public improvements. All public improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing property which may be disturbed during construction.

**END OF SECTION**

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

**00160.20 Preferences for Materials** - Add "Federal highway funds are **NOT** involved on this Project."

**END OF SECTION**

## **SECTION 00165 - STORAGE OF MATERIALS**

Comply with Section 00165.75 of the Standard Specifications supplemented and/or modified as follows:

**00160.75 Storage of Materials** - Add, "Contractor may store materials on City Park property adjacent to the project site and along the project site subject to the following:

1. Security of stored materials, tools, and equipment shall be solely the contractor's responsibility and the City claims no responsibility for loss or damage. The main gate on Ridgecrest Way is closed nightly by the City; however, other accesses remain open.
2. Designated parking lots may be used for storage and staging as shown on the Cover Sheet, SHEET 1. Designated parking lots include:
  - #1: The westerly portion of the parking lot in the southwest corner of the park west of the restrooms.
  - #2: The southerly portion of the parking lot located next to the playground on the west side of the project site
  - #3: The Southerly portion of the parking lot on the east side of the project on SE145th Ave.
3. Lawn areas adjacent to the boardwalk access points may be used for temporary storage of materials as approved by the City.
4. Contractor shall keep staging areas in a presentable manner and remove garbage etc. as needed.
5. The storage and staging areas shall be secured with temporary fencing to protect the public from any potential safety hazards.
6. Contractor shall restore all storage and staging areas and access routes to equal or better than original condition upon job completion.
7. If the contractor desires additional staging areas or access from adjoining properties (including the school to the south), the contractor shall be solely responsible for securing access agreements with the property owners.

**END OF SECTION**

## **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

**00170.02 Permits, Licenses, and Taxes** - Add the following:

This project is to be constructed in City of Happy Valley property. The contractor shall have a current business license with the City of Happy Valley. There are no separate road opening permits required from the City to perform the work required under this contract.

**00170.61(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "Contract for Services" agreement.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70 Insurance** - Delete and replace with the following:

See Certificate of Insurance (SECTION 6) and SECTION IV of the "Contract for Services" agreement.

Add the following as Additional Insured's under the Contract:

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this Subsection:

Extend indemnity and hold harmless to the Agency and the following:

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

**00170.85(b-2) Warranties for Local Agency Projects** –Revise as follows:

The term limit for warranties and additional warranties shall be two years.

**END OF SECTION**

## SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

**00180.06 Assignment of Funds Due Under the Contract** - Delete first bulleted item.

**00180.21 Subcontracting** - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the City, at the option of the City, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the City gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

**00180.40 Limitation of Operations** - Add the following to subsection (a):

Construction shall be limited to Monday through Friday to eliminate the need for overtime work.

Add the following subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Contract Completion Time .....	00180.50(h)
Noise Control .....	00290.32

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.41 Project Work Schedules** - Add the following:

A Type "B" schedule as detailed in the Standard Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor at the beginning of the project and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer. Weekly updates to the schedule shall be communicated to the City.

**00180.42 Preconstruction Conference** –Replace the first paragraph with the following:

A preconstruction conference shall be held before the project begins, at a time mutually agreed upon by the City and Contractor. A Work Zone Pedestrian Control Plan shall be submitted by the Contractor at the preconstruction conference.

**00180.43 Commencement and Performance of Work** - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

**00180.50(h) Contract Time** - Work is to be completed onsite by March 30, 2017.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the City Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** - Add the following:

The liquidated damages for failure to complete the Work on time required by 180.50(h) will be as follows:

(a) Complete all work to be done under the Contract. The daily amount of the liquidated damages will be \$500 per Calendar Day\*

\*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

**END OF SECTION**

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

### **END OF SECTION**

## **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

**(1) Progress Estimates** - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for approval.

**(4) Limitations on Value of Work Accomplished** - In the first sentence, change "Engineer's estimate" to "Contractor's estimate".

**00195.50 (b) Retainage** - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. The City will withhold Retainage from all force account and change order work.

**00195.50(c) Forms of Retainage** - Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" are the Agency-preferred forms of retainage. Unless the Contractor notifies the City otherwise in writing, the City will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

**(2) Cash, Alternate B (No Interest Earned)** - Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract..

## **END OF SECTION**

### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

The Contractor must properly submit a claim as detailed in 00199.30.

**00199.40 Claim Review Procedure** - Delete the entire section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The City intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

If the Contractor does not accept the Project Manager's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

## **END OF SECTION**

## **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02 Public Safety and Mobility** - Add the following bullets to the end of the bullet list:

1. The City anticipates possible multiple crews working on different portions of the trail system at the same time. The contractor shall strive to keep as many portions of the trails open as much as possible, however , the City will allow closure of the entire trail system within the project area for the duration of the project.
2. "Trail Closed Ahead Signs" will be placed at the entry points to the boardwalk system or individual trails as needed.
3. Segments of trail under construction shall be closed to public access and shall be suitably barricaded (i.e saw horse or sign stand) and a Trail Closed or sign placed in the center of the boardwalk at the beginning of the closure.
4. Unattended ends of new and existing boardwalks shall be suitably barricaded (i.e saw horse or sign stand) and a Trail Closed sign placed in the center of the boardwalk at the end.
5. All trail closures shall be coordinated with the City.
6. Boardwalks will be closed at both ends during delivery of materials if a cart or other large wheel device is used on the existing or new boardwalk that would prevent passing of pedestrians.
7. Adjoining asphalt pathways may be utilized to access the construction sites. Any damage to the existing pathways or adjoining lawns shall be restored to equal or better condition by the contractor.

### **END OF SECTION**

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

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



**00225.05 Contractor Traffic Control Plan** –Replace with the following:

The contractor shall submit a Work Zone Pedestrian Control Plan including a sequencing plan at the Preconstruction Conference for approval prior to

**END OF SECTION**

**SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.90 Payment** - Add the following to this section:

Removal of the existing boardwalk, benches, viewing areas, and vegetation is considered incidental to the project and no separate or additional payment will be made.

**END OF SECTION**

**SECTION 02200 - PVC DECKING MATERIAL**

1. All PVC components (decking, fascia, rails, etc) called out in the plans shall be capped cellular PVC with ASA CAP. Composite materials will not be accepted.
2. PVC components shall be Endeck® by Enduris® or Wolf PVC Decking® by Wolf Home Products® or approved equal.
  - a. All qualities, materials, certifications, and warranty of the products by these two manufactures will need to be met or exceeded to be considered equal.
  - b. If another product is requested for substitution other than the two listed above, the contractor shall submit required information in writing comparing all qualities, of the contractor's proposed product to the specified (two listed above) products.
  - c. No review or pre-approval of substitute products will occur prior to bid opening.
  - d. The City retains the right to accept or reject any products as determined to be in the best interest of the City.

3. Installation shall be per manufactures recommendations and installation guides except as noted in the plans. Decking shall be secured using a hidden fastening system.
4. Colors shall be per the following manufacture's standard colors.

Wolf PVC Decking® - "Amberwood"

Endeck: -"Cedar" Forest Series

## 5. Warranties

- i. The decking manufacturer shall provide a lifetime product warranty for material defects and workmanship that occurs in visible form such as cracking, peeling, splitting, cupping, blistering, flaking, rotting, or structural defects from termites or fungal decay. The product warranty shall either be 100% for the life of decking or meet the following prorated schedule:

PRORATED REFUND SCHEDULE						
		Year 7 - 80 %	Year 12 - 63 %	Year 17 - 47 %	Year 22 - 30 %	Year 27 - 13 %
		Year 8 - 77 %	Year 13 - 60 %	Year 18 - 43 %	Year 23 - 27 %	Year 28 - 10 %
Year 1 - 100 %	Year 4 - 90 %	Year 9 - 73 %	Year 14 - 57 %	Year 19 - 40 %	Year 24 - 23 %	Year 29 - 7 %
Year 2 - 97 %	Year 5 - 87 %	Year 10 - 70 %	Year 15 - 53 %	Year 20 - 37 %	Year 25 - 20 %	Year 30 - 3 %
Year 3 - 93 %	Year 6 - 83 %	Year 11 - 67 %	Year 16 - 50 %	Year 21 - 33 %	Year 26 - 17 %	Year 31 - 0 %

- ii. The manufacturer's warranty shall also cover the cost of replacement products and the reasonable cost of installing replacement products, including removal and disposal of products replaced.
- iii. The installation contractor shall provide a minimum of 5-year warranty for general workmanship and for materials used for the substructure.

## 6. Measurement and Payment

The measurement and payment for the PVC decking material bid items shall be as follows:

<b>Pay Item</b>	<b>Unit of Measurement</b>
Remove and Replace Existing Boardwalk with 6 ft. Wide <u>Standard</u> PVC Boardwalk .....	Linear Foot
Remove and Replace Existing Boardwalk with 6 ft. Wide <u>Elevated</u> PVC Boardwalk.....	Linear Foot
New 6 ft. Wide <u>Standard</u> Boardwalk (Sheet 9).....	Linear Foot
New 6 ft. Wide <u>Elevated</u> Boardwalk (Sheet 9) .....	Linear Foot
Viewing Deck #1 (includes viewing deck railings) .....	Lump Sum
Viewing Deck #2 (includes viewing deck railings) .....	Lump Sum
Viewing Deck #3 (includes viewing deck railings) .....	Lump Sum
Viewing Deck #4 (includes viewing deck railings) .....	Lump Sum
Pass by Deck and Bench.....	Each



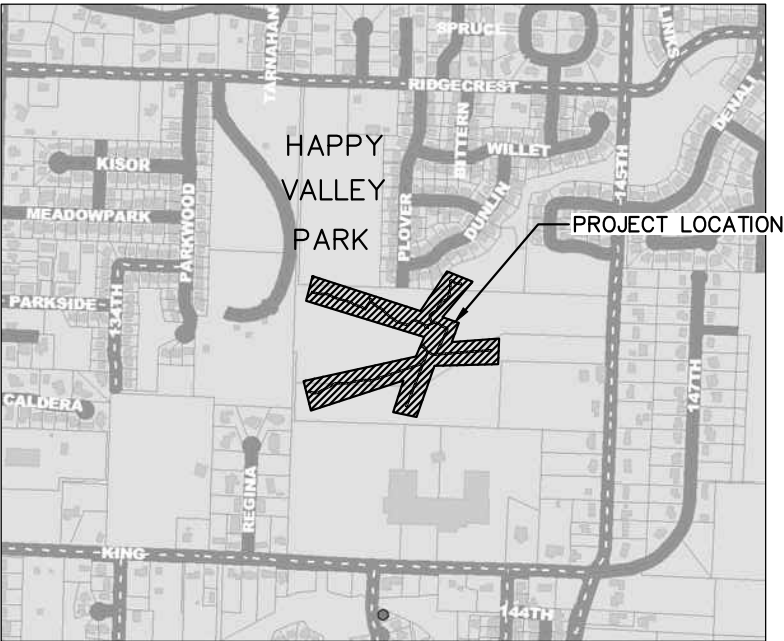
## **SECTION 9**

### **PLANS, DRAWINGS AND EXHIBITS**

See 11" x 17" size plans HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS Plans provided with bid package.



# HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS CITY OF HAPPY VALLEY CLACKAMAS COUNTY, OREGON



**VICINITY MAP**  
SCALE: 1"=600'

CONTRACTOR RESPONSIBLE FOR UTILITY LOCATES ON PRIVATE PROPERTY:

NOTICE TO EXCAVATORS:  
ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503)-232-1987).

POTENTIAL UNDERGROUND FACILITY OWNERS  
Call the Oregon One-Call Center  
DIAL 811 or 1-800-332-2344

**Dig Safely.**

## LEGEND



WOOD



POWER POLE  
IRRIGATION VALVE  
STORM MANHOLE  
FLAG  
SIGN  
DECIDUOUS

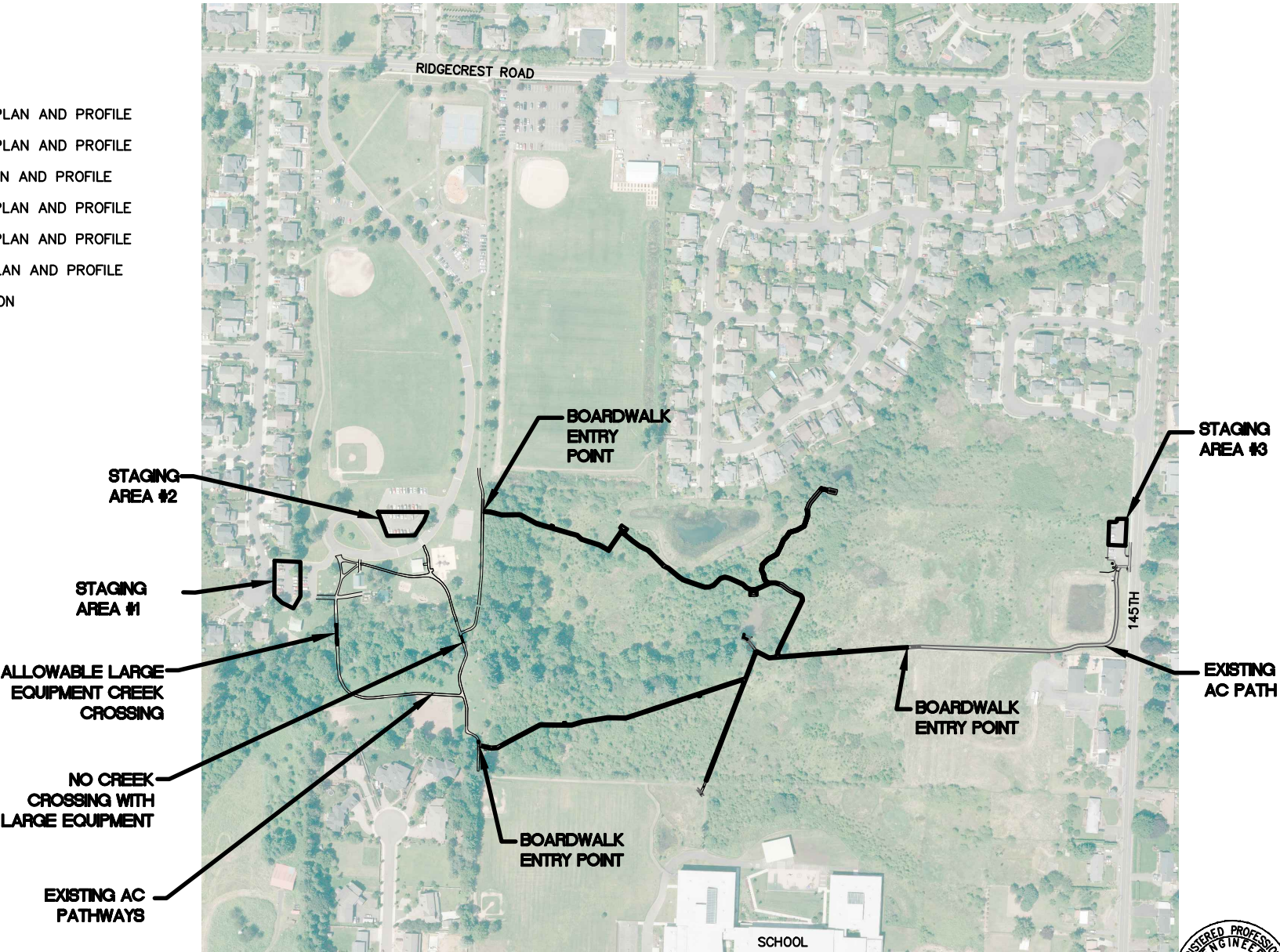
CONIFEROUS

## GENERAL NOTES

- 1) SEE SECTION 00160.75 OF THE SPECIAL PROVISIONS REGARDING STORAGE AND STAGING AREAS
- 2) SEE SECTION 00220.02 OF THE SPECIAL PROVISIONS, ACCOMMODATION OF PUBLIC SAFETY AND MOBILITY, FOR ACCESS AND BOARDWALK CLOSURES.

## DRAWING INDEX

- SHEET 1. COVER SHEET
- SHEET 2. SHEET KEY MAP
- SHEET 3. NORTHWEST BOARDWALK PLAN AND PROFILE
- SHEET 4. NORTHWEST BOARDWALK PLAN AND PROFILE
- SHEET 5. EASTERN BOARDWALK PLAN AND PROFILE
- SHEET 6. SOUTHWEST BOARDWALK PLAN AND PROFILE
- SHEET 7. SOUTHWEST BOARDWALK PLAN AND PROFILE
- SHEET 8. SOUTHERN BOARDWALK PLAN AND PROFILE
- SHEET 9. NEW BOARDWALK EXTENSION
- SHEET 10. VIEWING DECK LAYOUTS
- SHEET 11. BOARDWALK DETAILS
- SHEET 12. BOARDWALK DETAILS



**ACCESS AND STAGING AREA MAP**  
SCALE: 1"=200'



EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

			DRAWN: BB	DESIGNED: EH	CHECKED: KG
			SCALE: AS SHOWN	DATE: JULY 22, 2016	
DATE:	NO.	REVISION	PROJECT NO. E14-027		

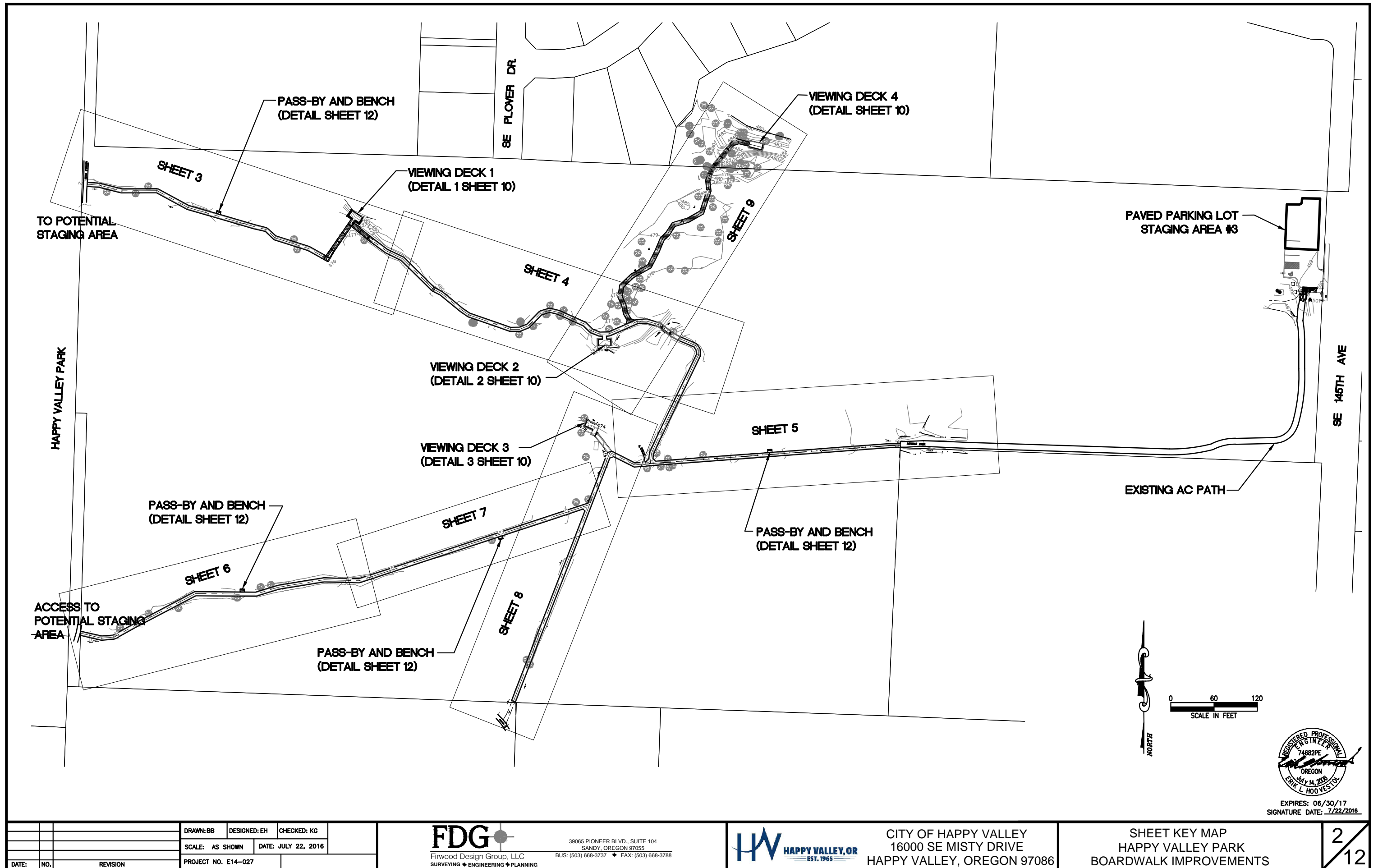
**FDG**  
Firwood Design Group, LLC  
SURVEYING • ENGINEERING • PLANNING  
39065 PIONEER BLVD., SUITE 104  
SANDY, OREGON 97055  
BUS: (503) 668-3737 • FAX: (503) 668-3788

**HV** **HAPPY VALLEY, OR**  
EST. 1965  
CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

COVER SHEET  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS  
1/12







			DRAWN: BB	DESIGNED: EH	CHECKED: KG	
			SCALE: AS SHOWN		DATE: JULY 22, 2016	
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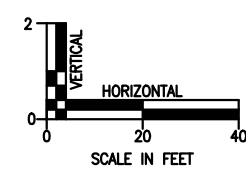
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SHEET KEY MAP  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

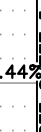
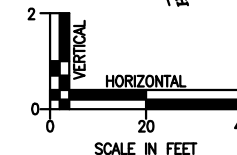
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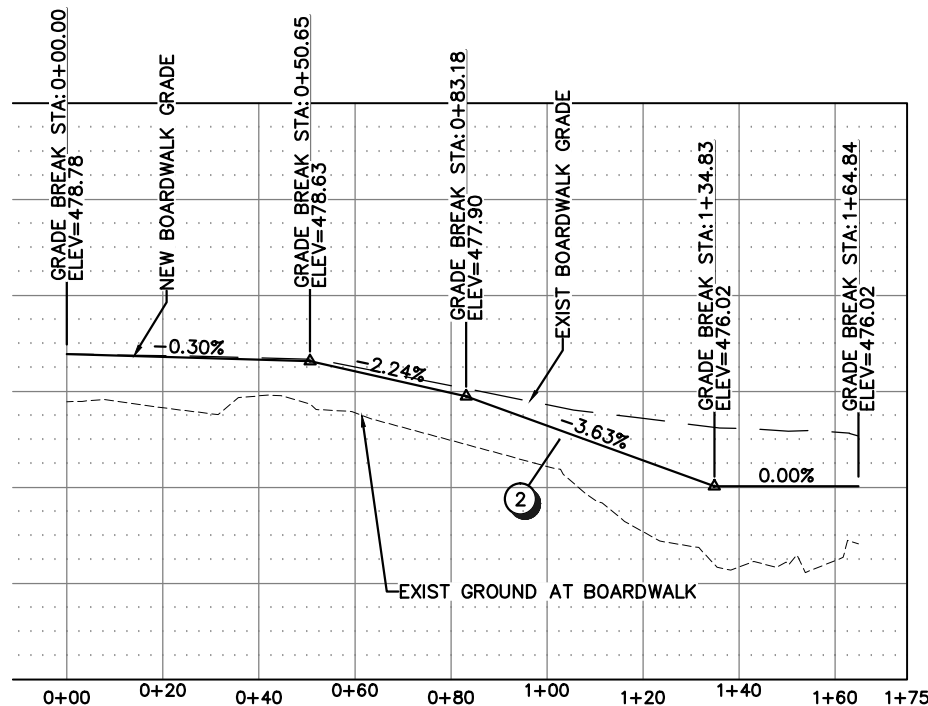
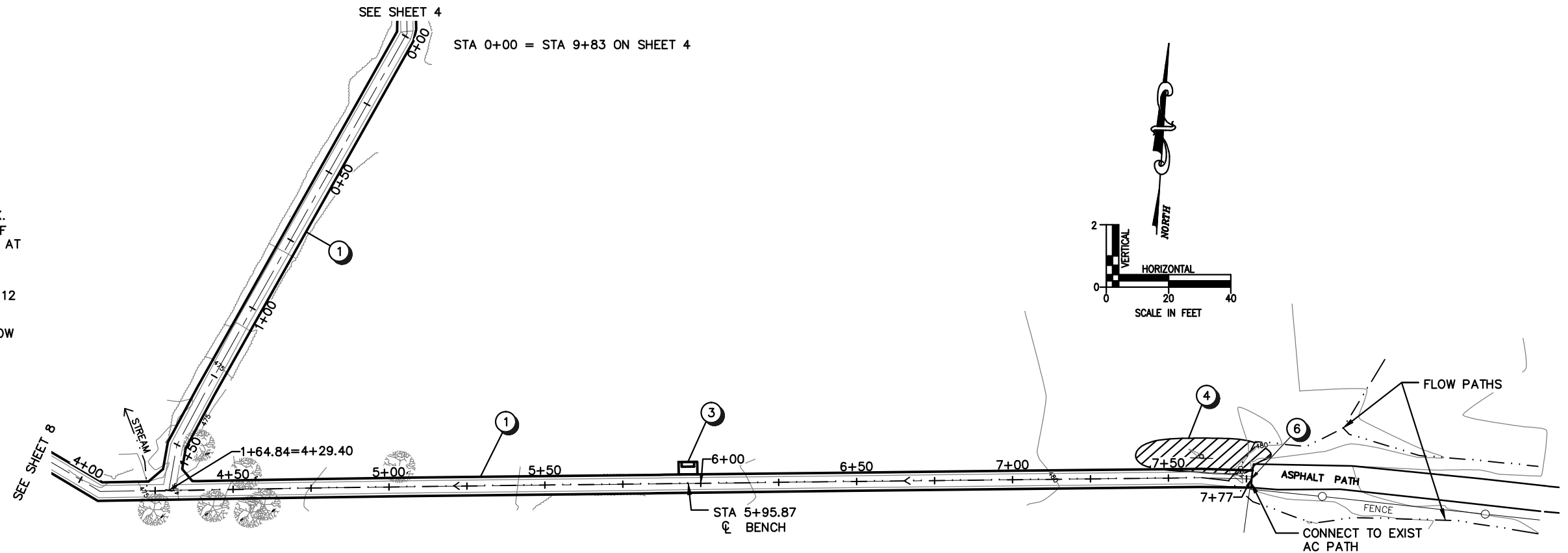


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SIGNATURE DATE: 7/22/2016

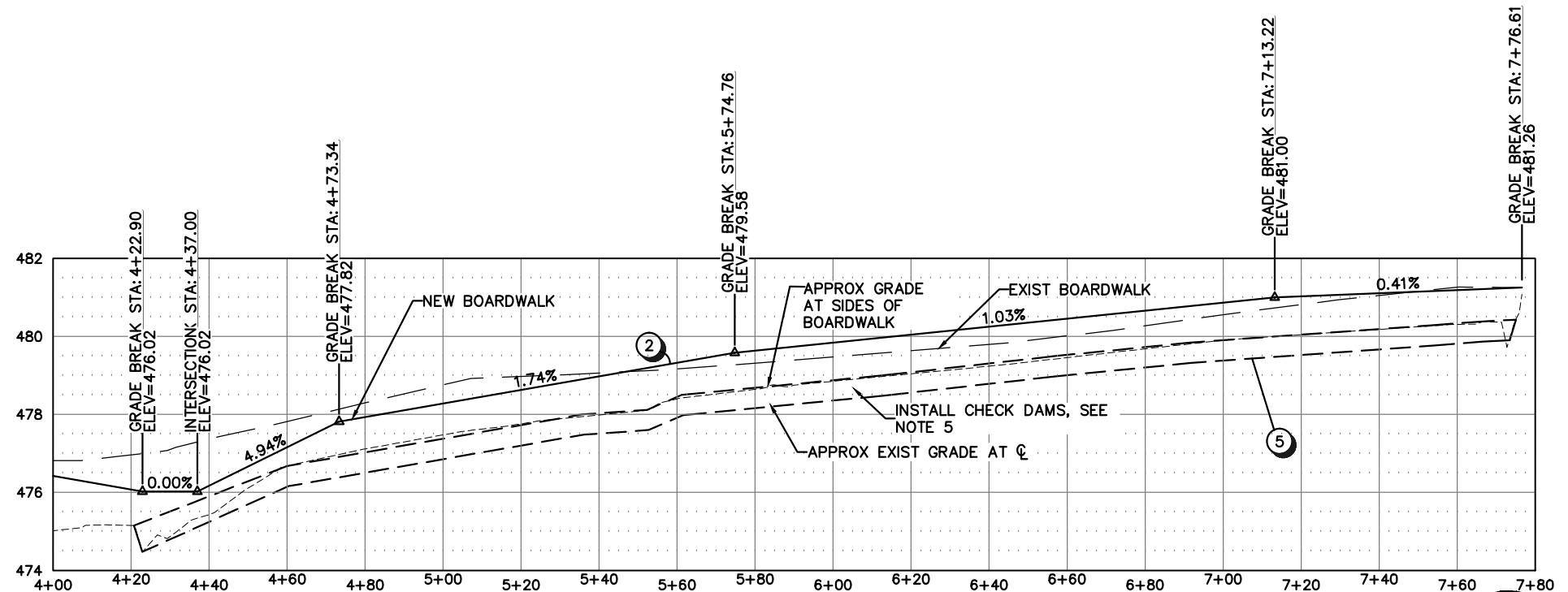


# KEY NOTES

- 1 REPLACE EXISTING 4' BOARDWALK WITH A 6' BOARDWALK ALONG CURRENT ALIGNMENT
- 2 APPROXIMATE FINISH GRADE OF NEW BOARDWALK. CONTRACTOR TO MAINTAIN 10"-16" FROM TOP OF NEW BOARDWALK TO EXISTING GROUND SURFACE AT EACH SIDE OF BOARDWALK
- 3 BOARDWALK PASS-BY AND BENCH. SEE SHEET 12
- 4 AREA TO RECEIVE FILL BY CITY TO REDIRECT FLOW
- 5 STA 4+30 TO STA 7+77 INSTALL CHECK DAMS SEE DETAILS SHEET 11.
- 6 MATCH EXIST EDGE OF ASPHALT PATHWAY



BOARDWALK PROFILE  
SCALE: SEE SCALE BAR



BOARDWALK PROFILE  
SCALE: SEE SCALE BAR



EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

DATE:	NO.	REVISION	DRAWN: BB	DESIGNED: EH	CHECKED: KG
			SCALE: AS SHOWN	DATE: JULY 22, 2016	
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**HV** HAPPY VALLEY, OR  
EST. 1965

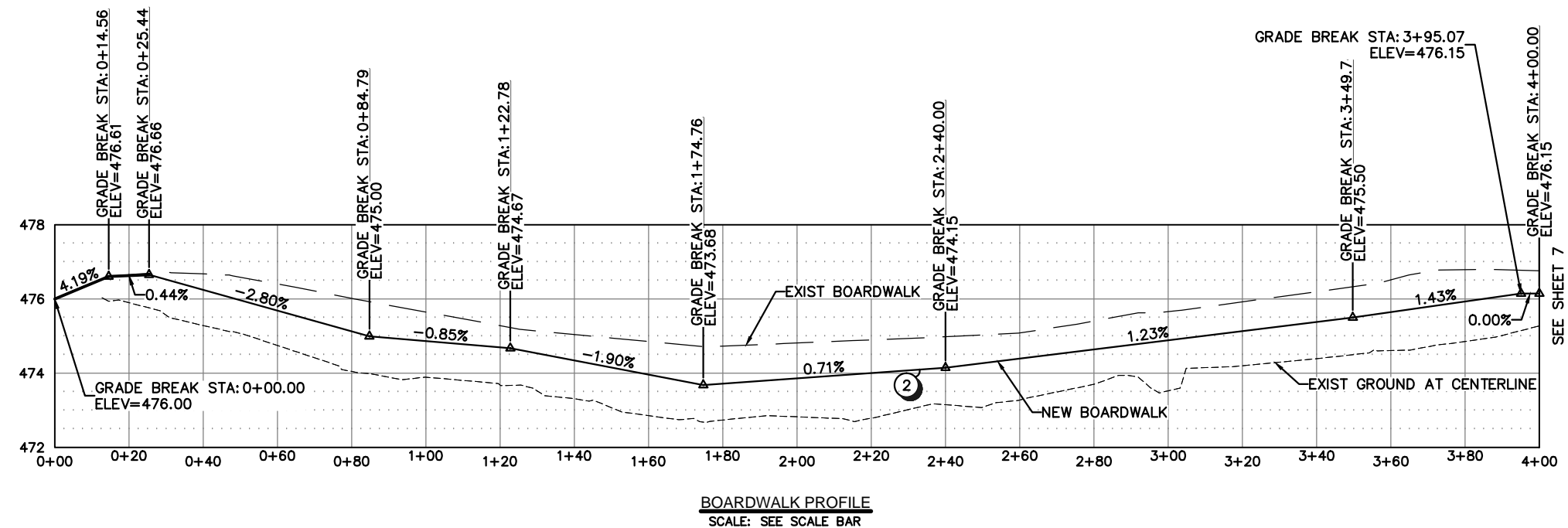
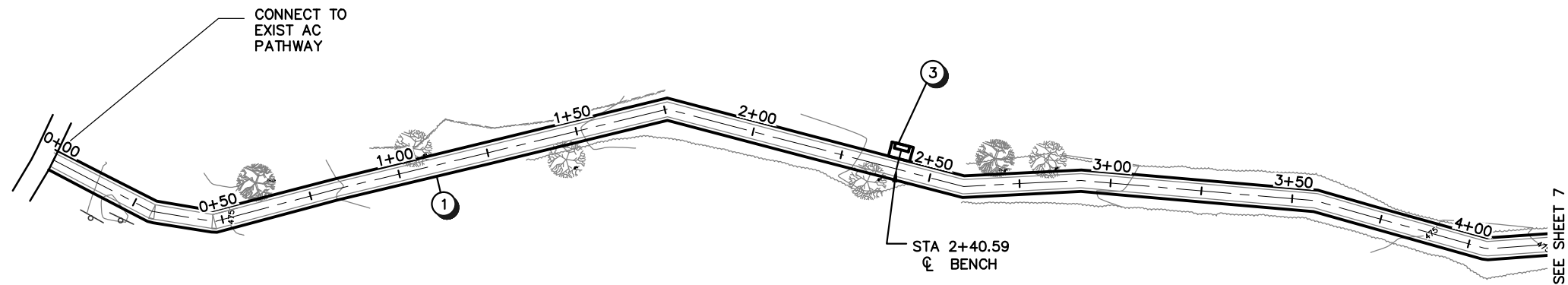
CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

EASTERN BOARDWALK STA 4+00 - 7+77  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

5  
12







#### KEY NOTES

- ① REPLACE EXISTING 4' BOARDWALK WITH A 6' BOARDWALK ALONG CURRENT ALIGNMENT
- ② APPROXIMATE FINISH GRADE OF NEW BOARDWALK. CONTRACTOR TO MAINTAIN 10"-16" FROM TOP OF NEW BOARDWALK TO EXISTING GROUND SURFACE AT EACH SIDE OF BOARDWALK
- ③ BOARDWALK PASS-BY AND BENCH. SEE SHEET 12



EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

DRAWN: BB	DESIGNED: EH	CHECKED: KG
SCALE: AS SHOWN	DATE: JULY 22, 2016	
PROJECT NO. E14-027		
DATE:	NO.	REVISION

**FDG**  
Finwood Design Group, LLC  
SURVEYING • ENGINEERING • PLANNING  
39065 PIONEER BLVD., SUITE 104  
SANDY, OREGON 97055  
BUS: (503) 668-3737 • FAX: (503) 668-3788

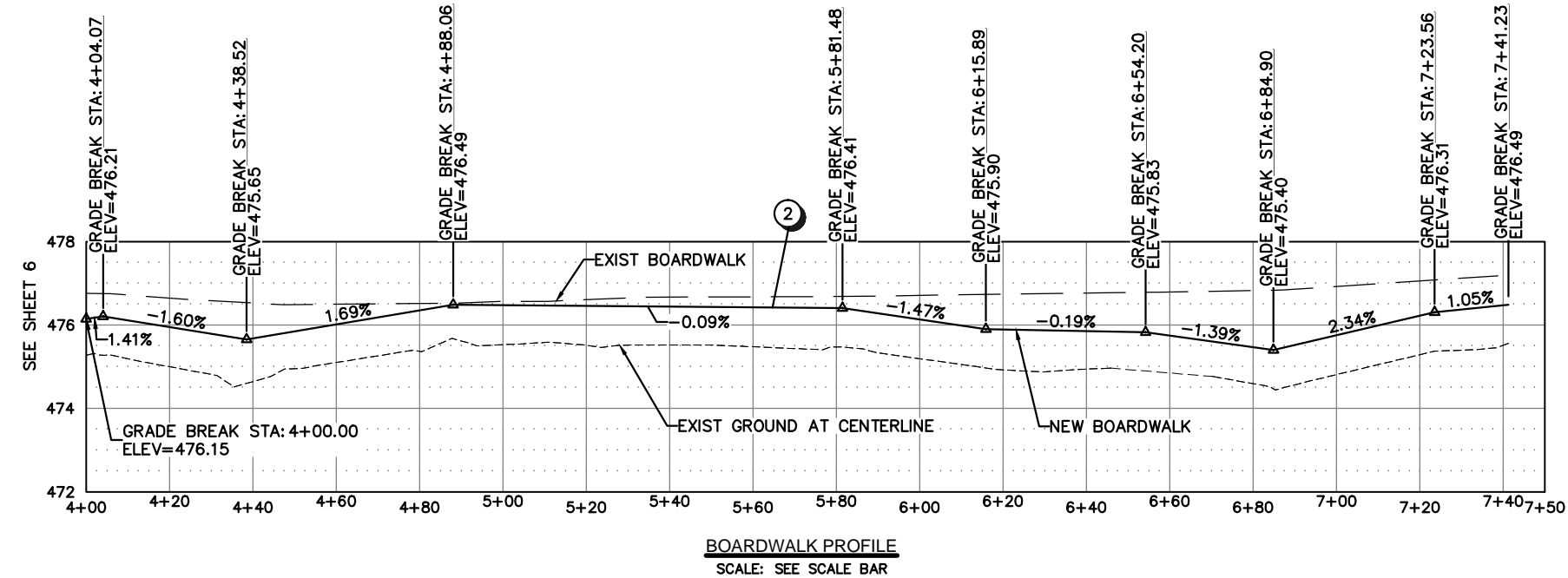
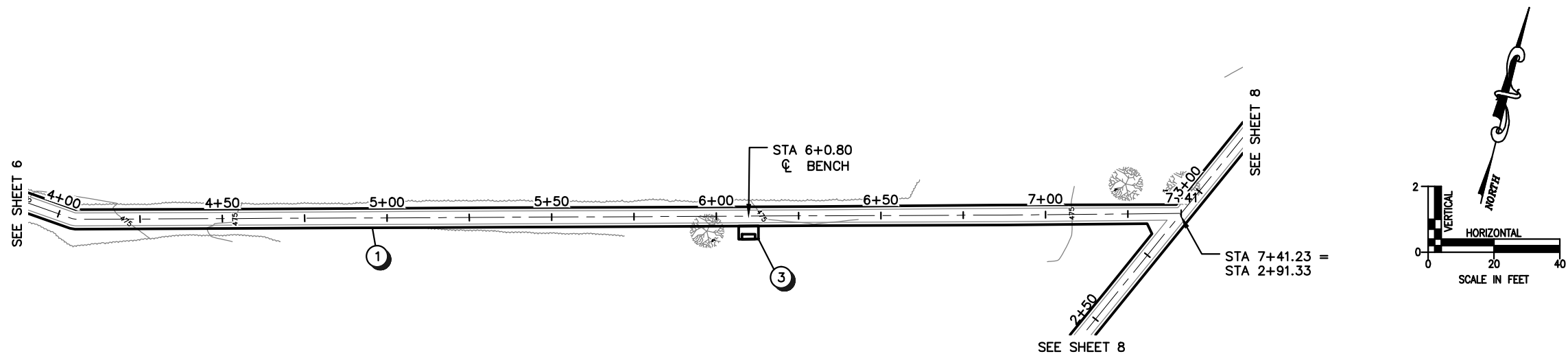
**HV** HAPPY VALLEY, OR  
EST. 1965

CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

SOUTHWEST BOARDWALK STA 0+00 - 4+00  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

6  
12





#### KEY NOTES

- ① REPLACE EXISTING 4' BOARDWALK WITH A 6' BOARDWALK ALONG CURRENT ALIGNMENT
- ② APPROXIMATE FINISH GRADE OF NEW BOARDWALK. CONTRACTOR TO MAINTAIN 10"-16" FROM TOP OF NEW BOARDWALK TO EXISTING GROUND SURFACE AT EACH SIDE OF BOARDWALK
- ③ BOARDWALK PASS-BY AND BENCH. SEE SHEET 12



EXPIRES: 06/30/17  
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DRAWN: BB	DESIGNED: EH	CHECKED: KG
SCALE: AS SHOWN	DATE: JULY 22, 2016	
PROJECT NO. E14-027		

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SANDY, OREGON 97055  
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Finwood Design Group, LLC  
SURVEYING • ENGINEERING • PLANNING

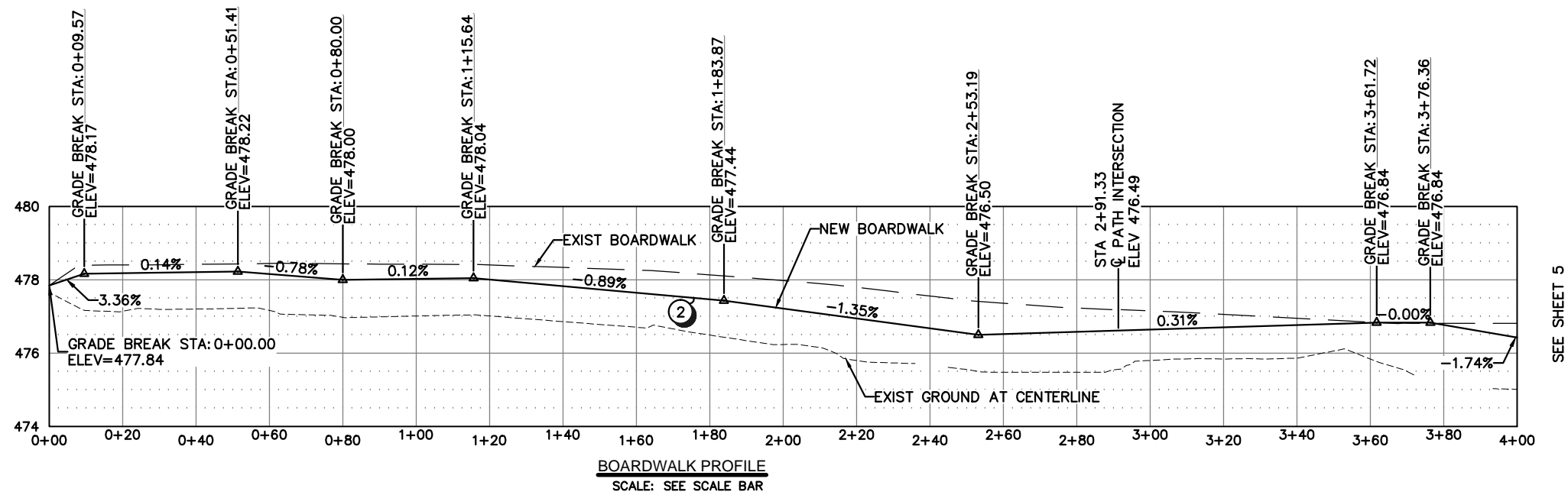
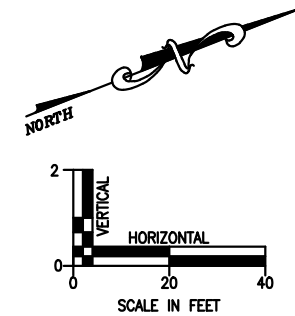
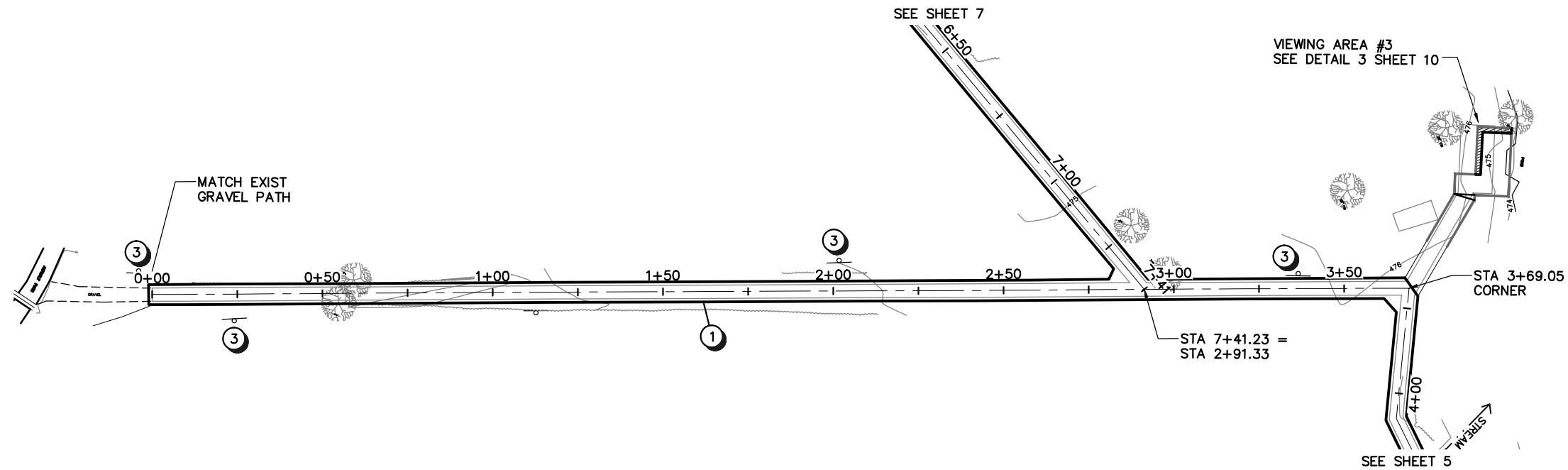
**HV** **HAPPY VALLEY, OR**  
EST. 1965

CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

SOUTHWEST BOARDWALK STA 4+00 - 7+41  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

7  
12





# KEY NOTES

- ① REPLACE EXISTING 4' BOARDWALK WITH A 6' BOARDWALK ALONG CURRENT ALIGNMENT
- ② APPROXIMATE FINISH GRADE OF NEW BOARDWALK. CONTRACTOR TO MAINTAIN 10"-16" FROM TOP OF NEW BOARDWALK TO EXISTING GROUND SURFACE AT EACH SIDE OF BOARDWALK
- ③ PROTECT EXIST SIGNS (TYP)



EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

DRAWN: BB	DESIGNED: EH	CHECKED: KG
SCALE: AS SHOWN	DATE: JULY 22, 2016	
PROJECT NO. E14-027		

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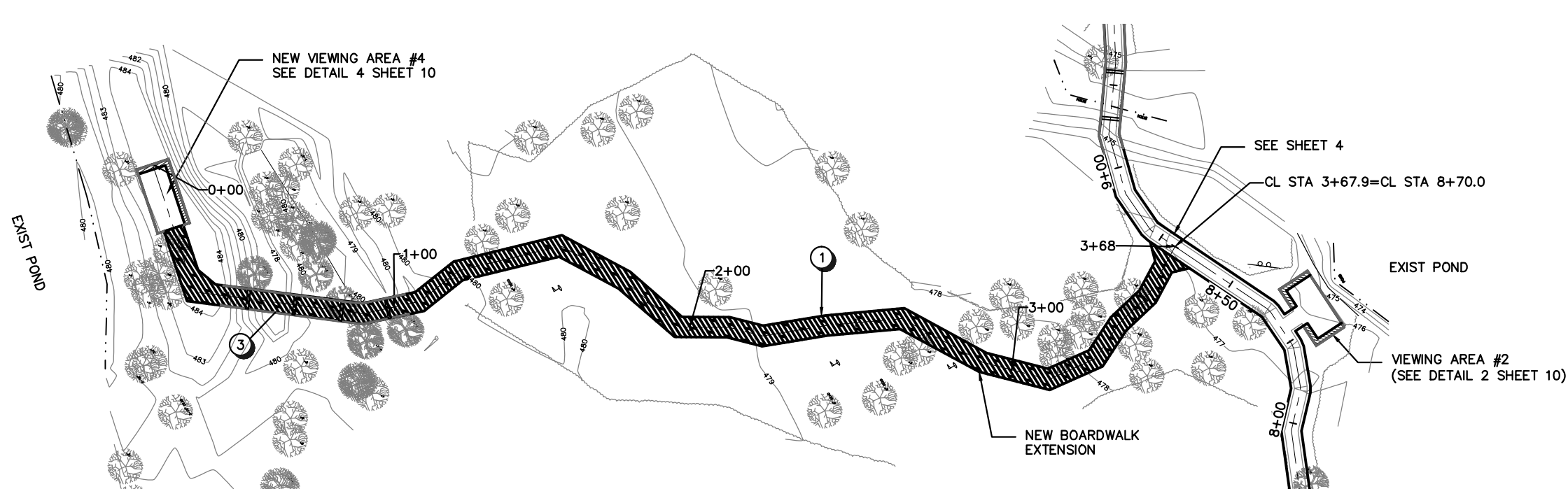


CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

SOUTHERN BOARDWALK STA 0+00 - 4+00  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

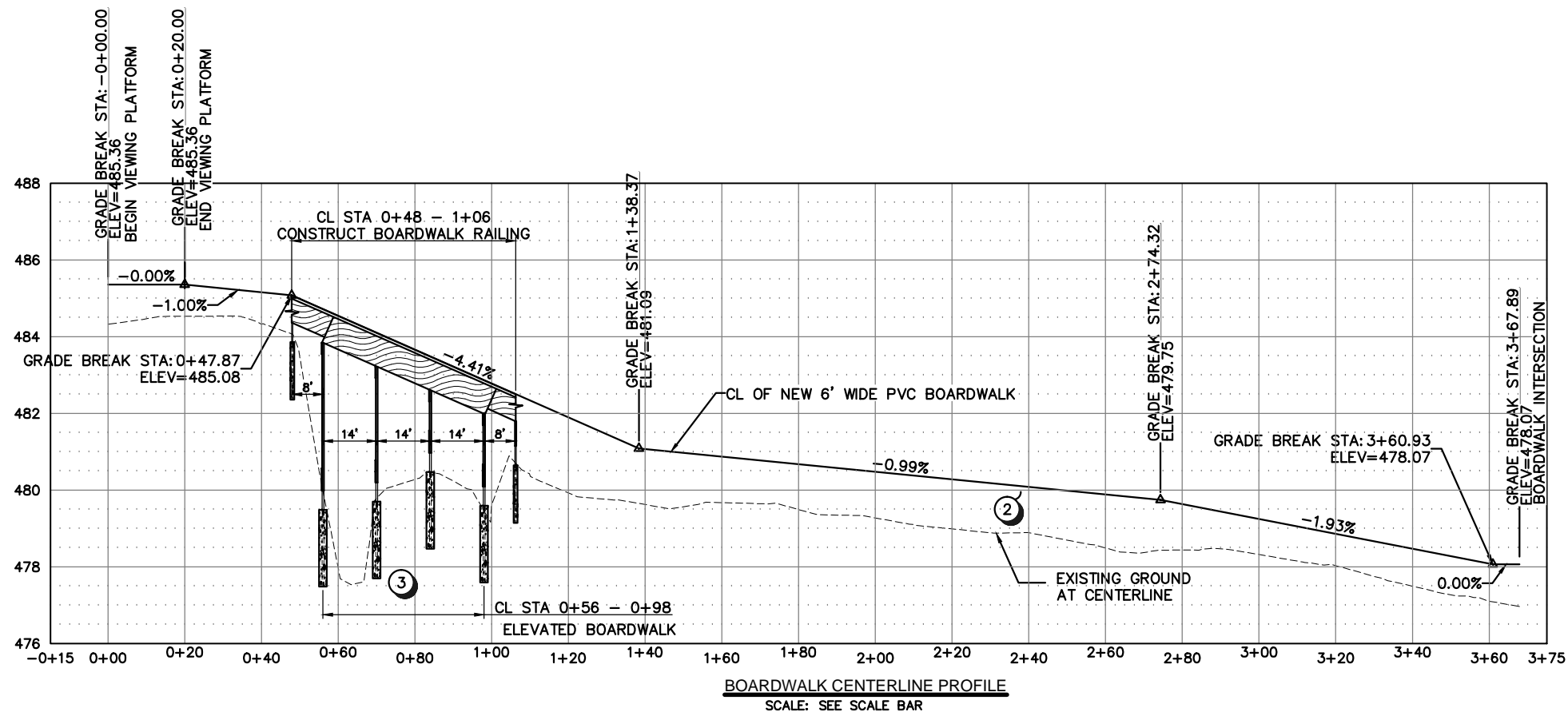
8/12





- NOTES**
- ① PROPOSED BOARDWALK EXTENSION, SURVEY STAKING FOR ALIGNMENT WILL BE PROVIDED BY CITY. (NO EXISTING BOARDWALK TO BE REMOVED)
  - ② CONTRACTOR TO MAINTAIN 10-16" CLEARANCE FROM TOP OF DECK TO EXIST GROUND.
  - ③ SEE ELEVATED BOARDWALK FRAMING DETAIL SHEET 12.

NOTE:  
RAILING START AND ENDING STATIONS GIVEN ARE APPROXIMATE. RAILINGS ARE TO BE INSTALLED WHERE THE VERTICAL DISTANCE FROM THE TOP OF THE DECKING TO THE GROUND ON EITHER SIDE IS MORE THAN 30 INCHES. CONTRACTOR IS TO VERIFY THE VERTICAL DISTANCE ON EACH SIDE OF THE BOARDWALK AND ADJUST THE LENGTH OF THE RAILINGS AS NEEDED OR DIRECTED.



			DRAWN: BB	DESIGNED: EH	CHECKED: KG	
			SCALE: AS SHOWN	DATE: JULY 22, 2016		
DATE:	NO.	REVISION	PROJECT NO. E14-027			

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**HV** **HAPPY VALLEY, OR**  
EST. 1965

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HAPPY VALLEY, OREGON 97086

**NEW BOARDWALK EXTENSION**  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

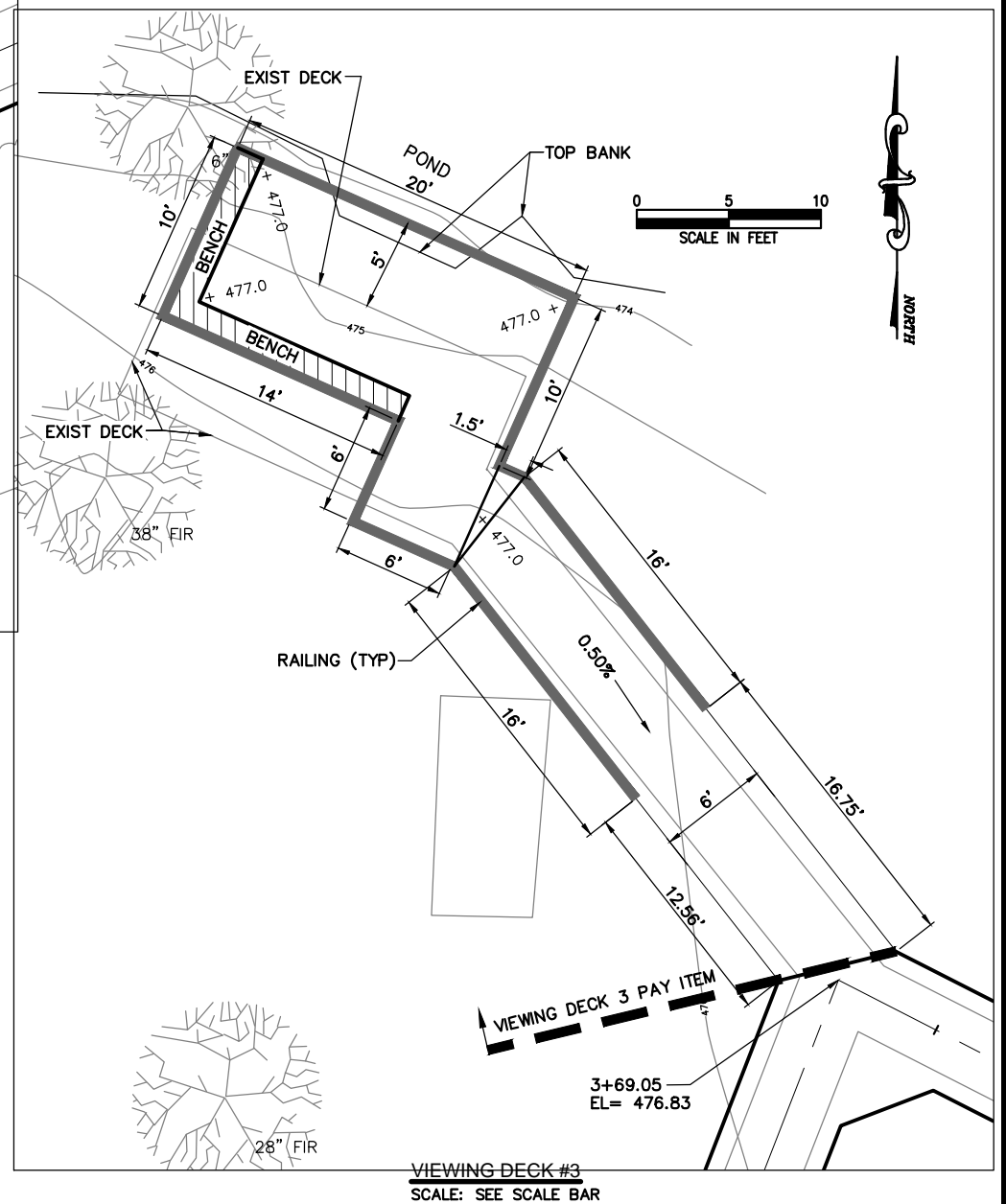
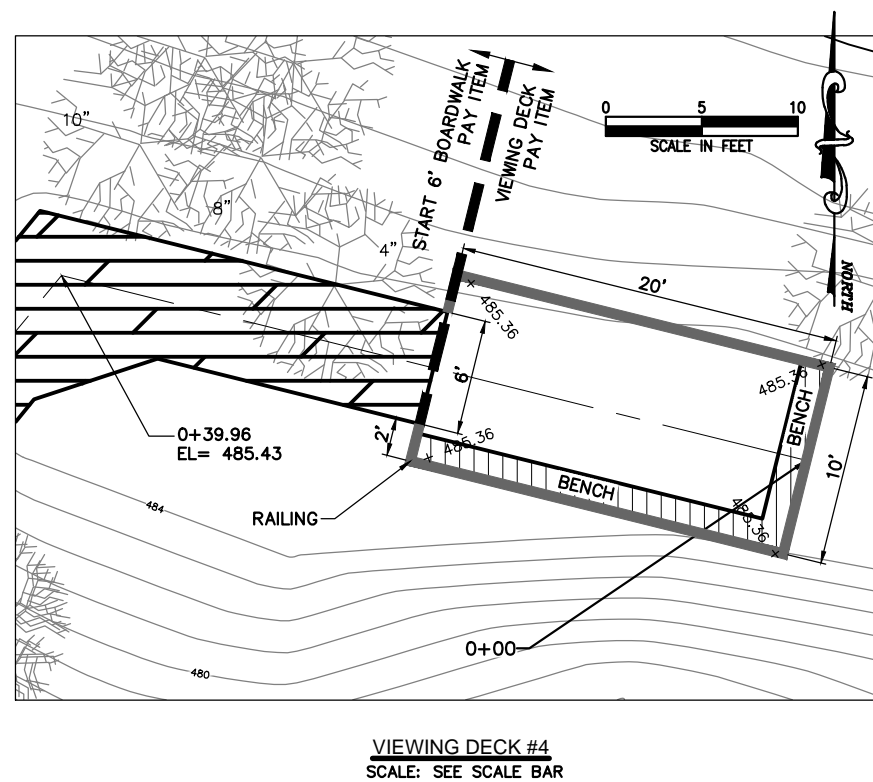
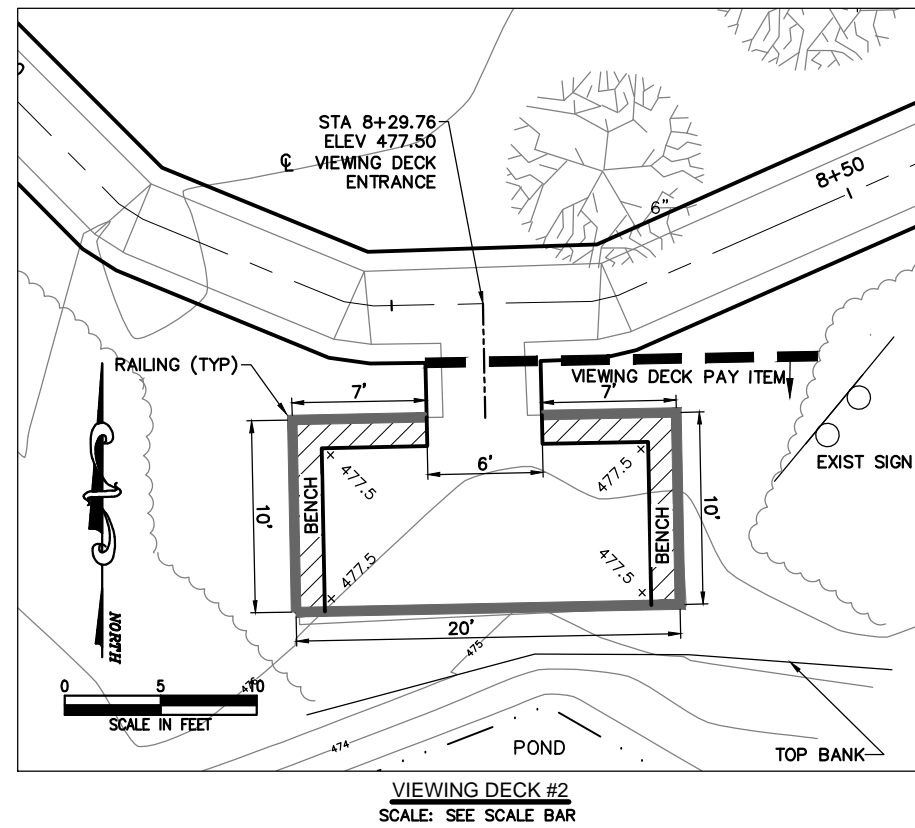
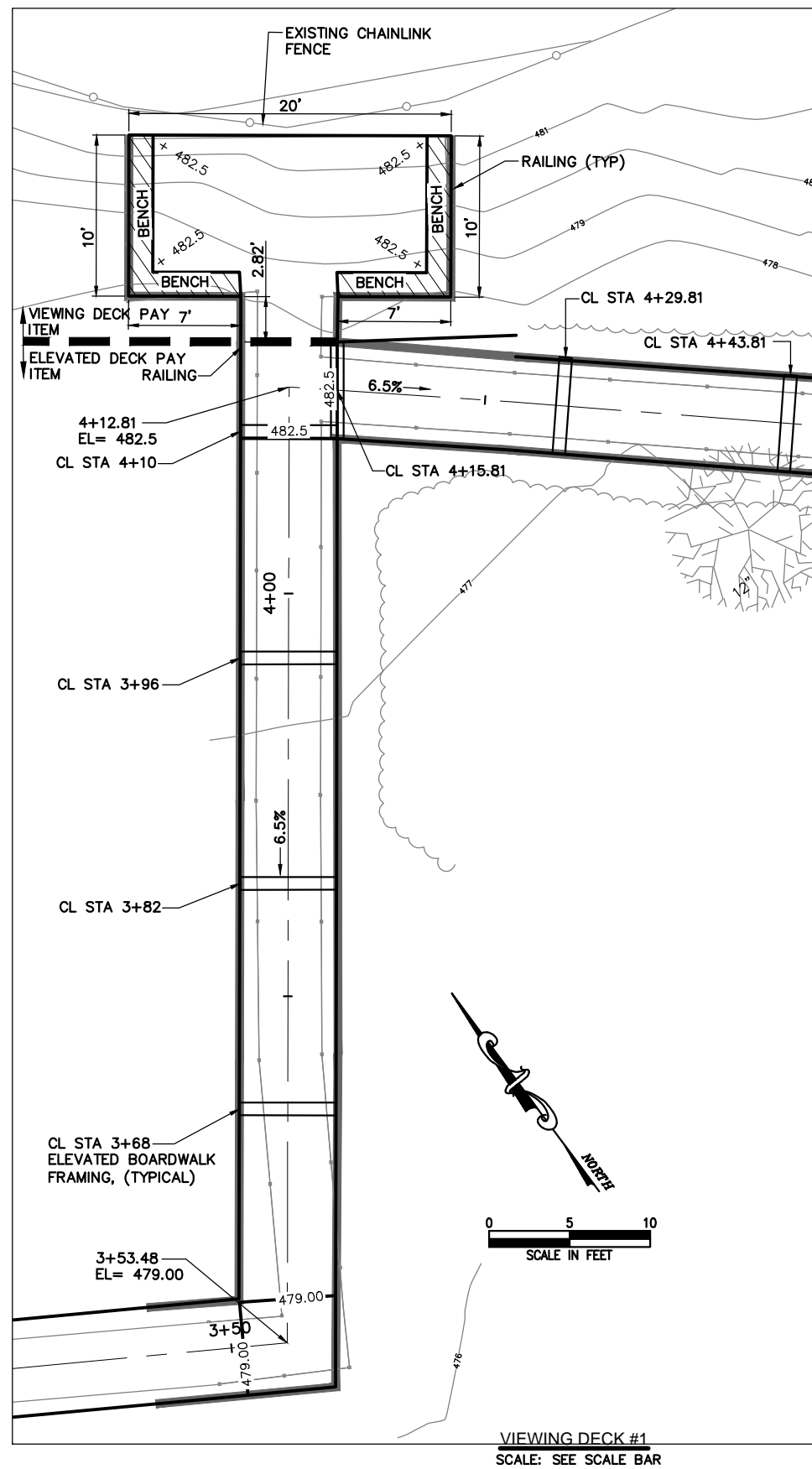


EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

9  
12







			DRAWN: BB	DESIGNED: EH	CHECKED: KG	
			SCALE: AS SHOWN	DATE: JULY 22, 2016		
DATE:	NO.	REVISION	PROJECT NO. E14-027			

DRAWN: BB	DESIGNED: EH	CHECKED: KG
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SCALE: AS SHOWN      DATE: JULY 22, 201

DATE: JULY 22, 201

PROJECT NO. E14-027

**FDG**  
Firwood Design Group,  
SURVEYING ♦ ENGINEERING ♦

39065 PIONEER BLVD., SUITE 104  
SANDY, OREGON 97055  
IS: (503) 668-3737 ♦ FAX: (503) 668-3788



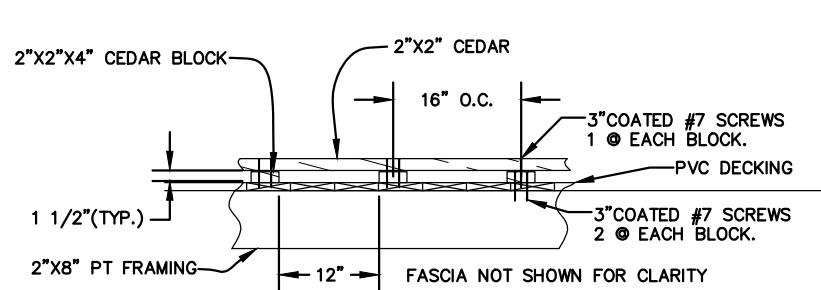
CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OREGON 97086

VIEWING DECK LAYOUTS  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

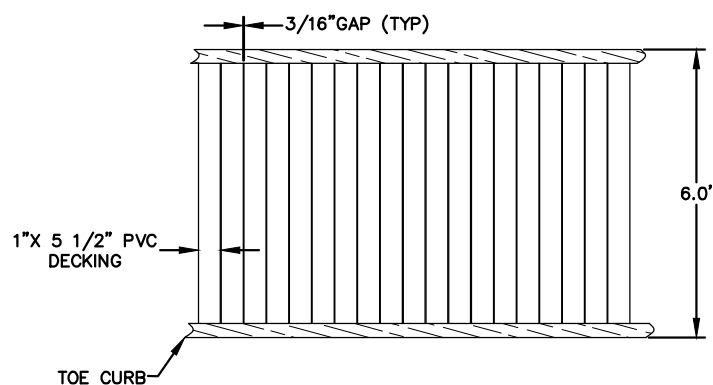
$$\frac{10}{12}$$


EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

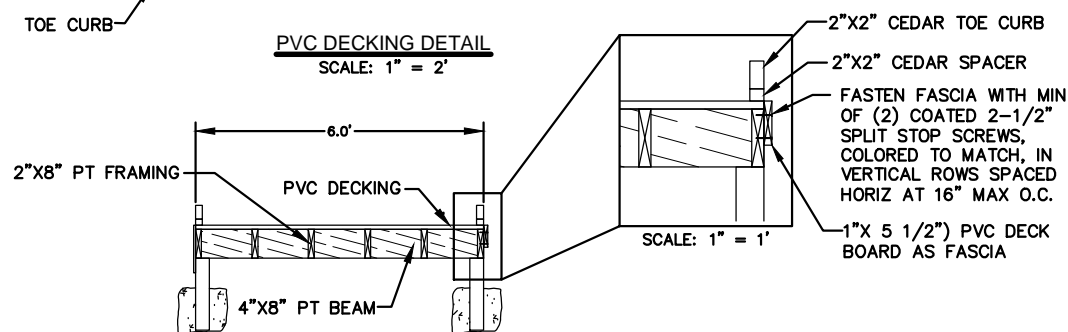




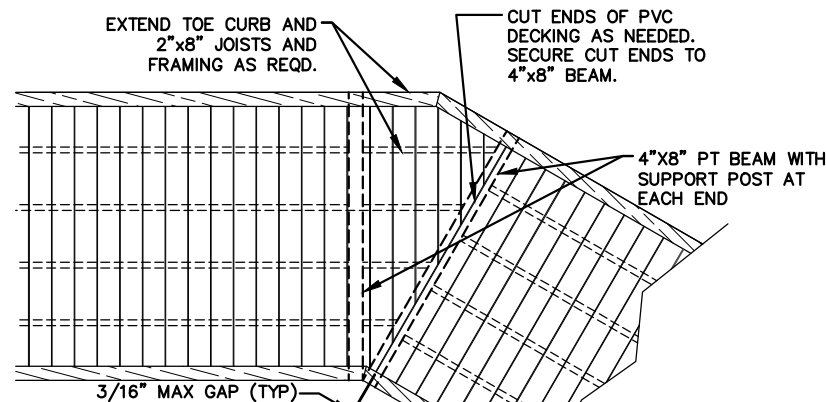
**TOE CURB DETAIL**  
SCALE: 1" = 1'



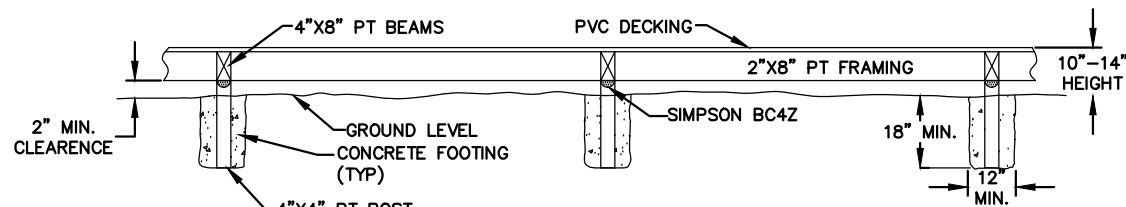
**PVC DECKING DETAIL**  
SCALE: 1" = 2'



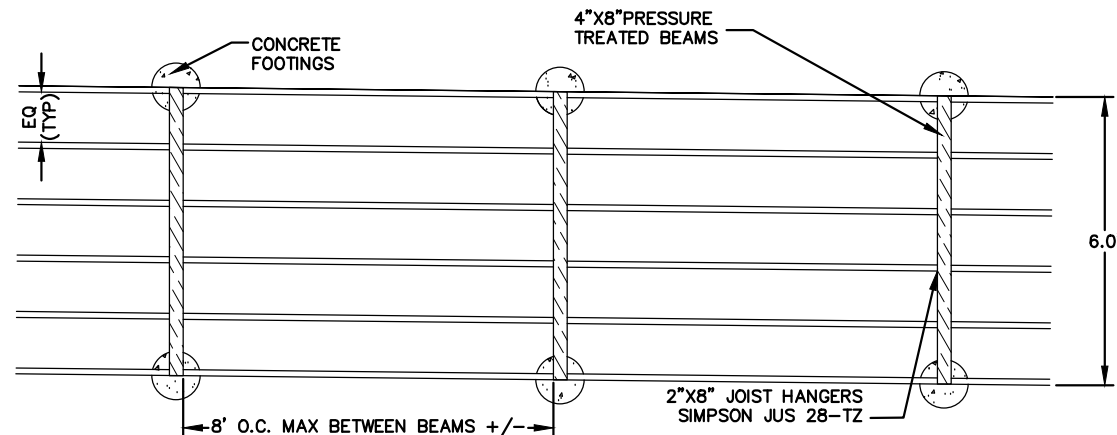
**STANDARD BOARDWALK FRAMING CROSS SECTION DETAIL**  
SCALE: 1" = 2'



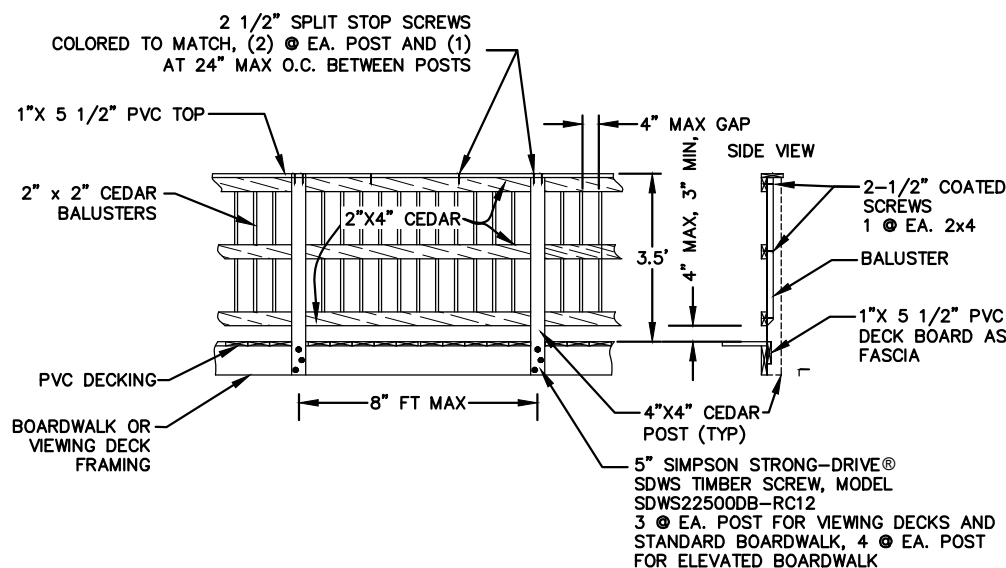
**TYPICAL CORNER DECKING AND FRAMING LAYOUT**  
SCALE: 1" = 2'



**TYPICAL BOARDWALK - SECTION**  
SCALE: 1" = 2'



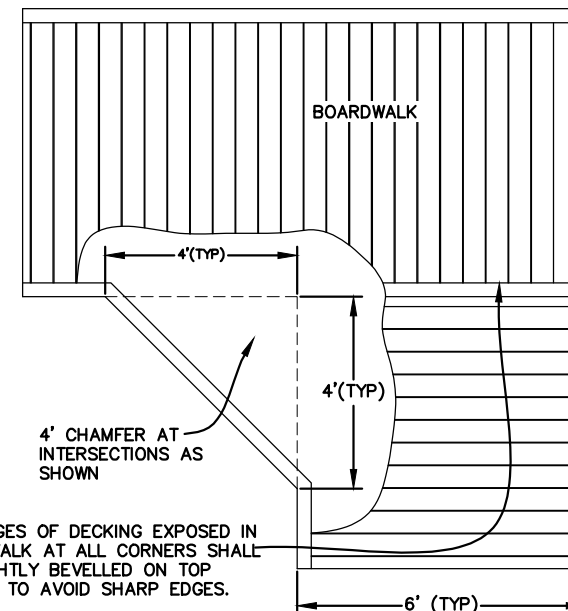
**BOARDWALK FRAMING - BEAM AND JOISTS DETAIL**  
SCALE: 1" = 2'



**RAILING SYSTEM DETAIL**  
SCALE: 1" = 2'

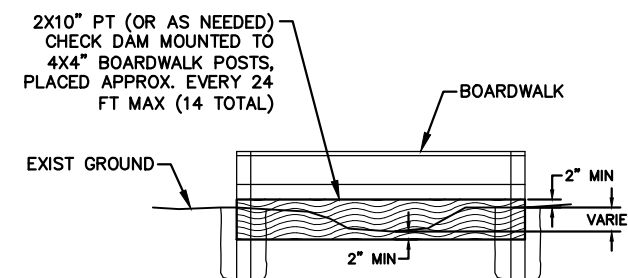
### GENERAL NOTES

1. SEE GENERAL NOTES, SHEET 12.

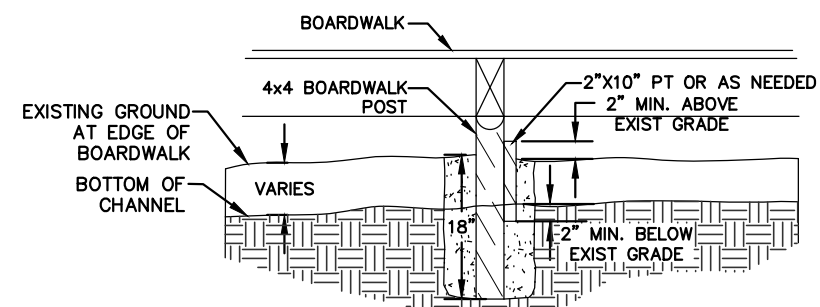


**TYPICAL CHAMFERED INTERSECTION**  
SCALE: 1" = 2'

NOTE:  
CUT EDGES OF DECKING EXPOSED IN BOARDWALK AT ALL CORNERS SHALL BE SLIGHTLY BEVELLED ON TOP CORNER TO AVOID SHARP EDGES.



**CHECK DAM DETAIL - SECTION VIEW**  
SCALE: 1" = 2'



**CHECK DAM DETAIL - SECTION**  
SCALE: 1" = 1'



EXPIRES: 06/30/17  
SIGNATURE DATE: 7/22/2016

DRAWN: BB	DESIGNED: EH	CHECKED: KG
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**HV** HAPPY VALLEY, OR  
EST. 1965

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**BOARDWALK DETAILS**  
HAPPY VALLEY PARK  
BOARDWALK IMPROVEMENTS

11/12







**SECTION 10**  
**CONTRACT FORM**





## **CONTRACT FOR SERVICES**

### **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**

This contract is entered into by and between the City of Happy Valley, hereinafter referred to as the "CITY", and \_\_\_\_\_ hereinafter called the "CONTRACTOR", to provide the services described in the Invitation to Bid for the **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS, HAPPY VALLEY, OREGON**, which by this reference is hereby made part of this contract. The following provisions shall comprise this contract:

#### **I. COMPENSATION:**

- A.** The CITY agrees to compensate the CONTRACTOR on a fee-for-services basis as outlined in these DOCUMENTS. This agreement covers the period beginning, \_\_\_\_\_ through \_\_\_\_\_ inclusive. Work shall be performed in accordance with an approved schedule provided to the CITY by the CONTRACTOR as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent CITY contract and/or purchase order numbers. All invoices shall be consistent with the fee bid accepted by the CITY and shall reflect any savings or reductions provided for in the fee bid. The City will retain 5% from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract shall be \$\_\_\_\_\_ per the bid schedule of items and prices form for the HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS
- B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
  - 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to CITY employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
  - 3.** The CONTRACTOR is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the

CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

- C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, CITY, or Federal employee.
- D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

## II. **SERVICES TO BE PROVIDED:**

The CONTRACTOR shall provide all materials and services required for the **HAPPY VALLEY PARK BOARDWALK IMPROVEMENTS**; as set forth in the Invitation to Bid, and the documents it references.

## III. **CONTRACTOR OBLIGATIONS**

- A. This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS Chapter 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.

- 1. The CONTRACTOR shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A copy of the Prevailing Wage Rates is attached to this Contract and is available on-line at the following Bureau of Labor and Industries website:

[http://www.oregon.gov/boli/WHD/PWR/Pages/PWR\\_Rate\\_Publications\\_2016.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Rate_Publications_2016.aspx)

When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

- 2. This agreement is expressly subject to the constitutional and charter debt limitation, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- 3. The CONTRACTOR shall indemnify, save harmless and defend the CITY, its officers, councilors, agents and employees from and against all claims and actions, and all

expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees and agents.

4. CONTRACTOR shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. CONTRACTOR shall maintain valid all required licenses and certificates required by law.
  5. If the CONTRACTOR fails to pay for labor and services, the CITY can pay for them and withhold those amounts from payment to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)
  6. The CONTRACTOR must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
  7. The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from workers wages. ORS 279C.530; OAR 839-025-0020(2)(d)
  8. The CONTRACTOR must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.3830 (1)(c); OAR 839-025-0020(3)
  9. The CONTRACTOR must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
  10. The CONTRACTOR shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).
- B. CONTRACTOR warrants all installed materials or systems to be free from design, materials or construction defects and the systems shall perform to the CITY's satisfaction for at least two (2) years from the date the CITY accepts the work. CONTRACTOR warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the Portland Metropolitan Area.

#### **IV. INSURANCE REQUIREMENTS:**

- A. The CONTRACTOR agrees to furnish the CITY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors and employees as additionally insured against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The CITY, at its option, may require a complete copy of the above policy.
- B. The CONTRACTOR warrants that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. CONTRACTORS shall maintain employer's liability insurance with limits

of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

- C. The CONTRACTOR agrees to furnish the CITY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors, and employees as additionally insured against liability for damages because of bodily injury, death, or damage to property, including loss of use thereof in any way related to this contract. The CITY, at its option, may require a complete copy of the above policy.
- D. The insurance, other than the Workers' Compensation coverage, shall include the CITY as an additional named insured and refer to and support the CONTRACTOR'S obligation to hold harmless and defend (with attorneys approved by the CITY) the CITY, its officers, councilors, agents, insurers and employees (all of whom shall be deemed to be covered by the duty of indemnify and defend). Such insurance shall provide at least thirty (30) days written notice to the CITY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CITY under this insurance. The insurance company will provide written notice to the CITY within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the CITY. Any insurance or self-insurance maintained by the CITY shall be excess and shall not contribute to it.

**V. SUBCONTRACTS:**

The CONTRACTOR shall be responsible to the CITY for the actions of persons and firms performing subcontract work.

**VI. DEFAULT:**

The CITY may, subject to the provisions of paragraph four (4) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances.

- A. If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
- B. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (b) above of this clause, the CITY may procure, upon such terms and in such

manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- D. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.
- E. The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- F. As used in paragraph (d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### **VII. LIQUIDATED DAMAGES**

The CONTRACTOR agrees to pay the CITY liquidated damages for failure to complete the Work on time as required by the Special Provisions. The liquidated damages for failure to complete the Work on time will be as follows:

Complete all work to be done under the Contract by March 30, 2017. The daily amount of liquidated damages will be \$500 per Calendar Day\*.

\*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

#### **VIII. PERFORMANCE AND PAYMENT BOND**

The CONTRACTOR will be required to file with the CITY Performance and Labor and Material Payment bonds in the amount of 100% of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of

the date of the execution of the surety bond, which it covers. AIA forms may be used for the Performance and Labor and Material Payment bonds.

**IX. MAINTENANCE BOND**

At the completion of the project and prior to received final acceptance by the City, the CONTRACTOR shall provide the CITY with a Maintenance Bond in the amount of 25% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Maintenance Bond.

**VIII. TERMINATIONS AND AMENDMENTS:**

- A.** The CITY may terminate this contract for cause or if sufficient funds are not appropriated for the completion of this project.
- B.** This contract and any amendments thereto will not be effective until approved in writing by the City of Happy Valley.
- C.** This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**CONTRACTOR**

**CITY OF HAPPY VALLEY**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chris Randall, Public Works Director

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone / Fax Number

\_\_\_\_\_  
Carol Earle, Engineering Manager

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
CCB Number