

Mayor  
Honorable Tom Ellis

City Manager  
Jason A. Tuck, ICMA-CM



**Date:** April 23, 2019  
**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)

EXPIRES: 12/31/19

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## **SCHEDULE OF BID & CONTRACT AWARD**

INVITATION TO BID PUBLICATION  
(WITH PLAN SET & SPECIFICATIONS)

**Wednesday, April 24, 2019**

LAST DATE TO PROTEST SPECIFICATIONS

**Thursday, May 2, 2019**

BID OPENING

**Thursday, May 9, 2019  
at 2:00 PM**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE

**Thursday, May 9, 2019  
at 4:00 PM**

NOTICE OF INTENT TO AWARD

**WITHIN FOURTEEN (14) DAYS OF  
DATE OF BID OPENING**

LAST DATE TO PROTEST AWARD

**SEVEN (7) DAYS AFTER NOTICE OF  
INTENT TO AWARD**

### **IN PARTNERSHIP BETWEEN:**



&

**CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS, INC.**

**Location:** 16000 SE Misty Drive  
Happy Valley, OR 97086

**Telephone:** (503) 783-3800;

**Fax:** (503) 658-5174

**Website:** [happyvalleyor.gov](http://happyvalleyor.gov)

**Location:** 6655 SW Hampton St, Suite 210,  
Portland, OR 97223;

**Telephone:** (503) 684-3478;

**Fax:** (503) 624-8247

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**SECTION 1**

**INVITATION TO BID**

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## 1.1 INVITATION TO BID

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

### **2019 STREET MAINTENANCE PROGRAM**

**ODOT CLASS OF WORK:** Asphalt Concrete Paving and Oiling, and Pavement Markings

**PUBLIC BID OPENING** ..... **Thursday, May 9, 2019 at 2:00 PM**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE** ..... **Thursday, May 9, 2019 at 4:00 PM**

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

This project generally includes pavement maintenance along approximately 75,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

- **Crack Sealing:** 133,000+/- lineal feet
- **Slurry Sealing:** 168,000+/- square yards
- **Striping:** 1,600+/- square feet of stop bars & crosswalks; 1,000+/- lineal feet of fog line; four (4) each of speed hump striping restoration

Construction must be completed no later than **Friday, August 30, 2019**. Once construction on the project has begun, the contractor must reach substantial completion within **30** days of commencing activity.

Project and bid documents are available on the City's website (<https://www.happyvalleyor.gov/>) for downloading. Project and bid documents may also be purchased for \$20 or reviewed at City Hall offices, located at *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.**

To perform work, bidders must be prequalified with the Oregon Department of Transportation for the class of work defined above. Proof of prequalification must be submitted to the City by **2:00 PM** on the **Date of Public Bid Opening**.

Sealed bids are to be sent to **Carol Earle, P.E.**, City Engineer at the **City Hall address** noted above, and may not be submitted by electronic means. All bids received by the date and time of Public Bid Opening will be opened at the City Hall address at the designated date and time noted above.

This public works contract is subject to State of Oregon prevailing rates of wage requirements, per **ORS 279C.800** through **279C.870**. The City will not receive or consider bids unless the bid contains a statement by the bidder that the bidder will comply with **ORS 279C.830**.



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. Bidder shall also identify whether bidder is a current resident, as defined in **ORS 279A.120**.

The City of Happy Valley may reject any and all bids that do not comply with prescribed public bidding and contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under **ORS 279C.375(3)(b)**, Award and Execution of Contract, and that the City of Happy Valley may reject for good cause any and all bids after finding that doing so is in the public interest.

**CITY OF HAPPY VALLEY**

*Economic & Community Development Department  
Engineering Division*

Carol Earle, P.E.  
City Engineer

NOTICE IS DATED the **24<sup>th</sup>** of **April, 2019**, and published as of this date on:

- Daily Journal of Commerce, Oregon website (<http://www.djcoregon.com/>)
- City of Happy Valley website (<https://www.happyvalleyor.gov/>)

## **SECTION 2**

### **INSTRUCTIONS TO BIDDERS**

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## **2.1 INSTRUCTIONS TO BIDDERS**

### **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.

### **2019 STREET IMPROVEMENTS PROGRAM**

**BID CLOSING & PUBLIC BID OPENING ..... Thursday, May 9, 2019 at 2:00 PM**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE ..... Thursday, May 9, 2019 at 4:00 PM**

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

Bidders must be pre-qualified with the Oregon Department of Transportation (ODOT) in accordance with the applicable parts of **ORS 279** and **ORS 701** and matters which can in any way affect the work hereof in order to enter into a Contract with the City of Happy Valley.

**Bids will only be accepted from bidders prequalified with the Oregon Department of Transportation (ODOT) for the Class of Work as described in the bid documents. Proof of pre-qualification must be submitted to the City by 2:00 PM on the Date of Public Bid Opening.**

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

1. Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and
2. Include in every sub-contract a provision requiring the sub-contractor to have a public works bond filed with the Construction Contractors Board before starting work.

## **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 Document.

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 applicable 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:**

This contract for public work is subject to **ORS 279C.800** through **279C.870**. 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.800** through **ORS 279C.** 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 **279C.830** and as detailed in **SECTION 7** of these Bid Documents.

## **2.7 BID GUARANTY:**

Bid Guaranty, or 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.

Bids submitted electronically or via telegraphic or FAX methods will not be considered.

Each bidder represents that his bid is based upon the specific materials and equipment, described in these Bid 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 Bid Documents and will be available for inspection at City Hall, located at *16000 SE Misty Drive, Happy Valley, OR 97086*.

## **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, P.E., City Engineer  
Happy Valley City Hall  
16000 SE Misty Drive, Happy Valley, OR 97086  
(503) 783-3815**

Such comments shall be submitted no later than **4:00 PM, Seven (7) Calendar Days prior to the date of Public Bid Opening**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the City Engineer.

## **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 (7) 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 (7) Calendar Days** after *Notice of Intent to Award* to submit to the City Engineer 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:**

All Bids must be submitted to the City Engineer and prepared in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted, the time and date of the **Public Bid Opening**, and addressed to **Carol Earle, P.E., City Engineer** at City Hall as listed in Section 2.9 above.

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 as specified above.



## **2.12 SUBCONTRACTORS:**

In accordance with **ORS 279C.370**, when the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about First-Tier Subcontractors.

**The First-Tier Sub-Contractor Disclosure Form 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.**

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. This disclosure shall be submitted on the form as provided in **SECTION 3** of these Bid Documents.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City prior the date and time as noted above to be a nonresponsive bid and may not award the contract to that 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 Invitation to Bid as advertised and included with these Bid Documents. 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 the date and time of Bid 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 279C.375(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 BONDS:**

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 receiving 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 (2) years** from the date of acceptance.

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

The successful bidder shall within **ten (10) 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 ENVIRONMENTAL AND 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 2018 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

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**SECTION 3**

**BID PROPOSAL  
SCHEDULE OF VALUES  
FIRST-TIER SUBCONTRACTOR FORM**

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### 3.1 BID PROPOSAL

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

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

Date: \_\_\_\_\_, 2019 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 *SECTION 2 (Instruction to Bidders), Standard Specifications and Special Provisions*, and *Plans and Drawings*, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2019 STREET MAINTENANCE PROGRAM** 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) 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.
- d) 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; Plans and Specifications*; and all State and Federal Provisions as applicable.
- e) I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870, relating to Prevailing Rates of Wage requirements, as applicable.



- f) 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.
- g) 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.
- h) I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Happy Valley.
- i) 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.
- j) I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- 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) 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.
- m) 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.
- n) 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.

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 Oregon Construction Contractors Board and, if applicable, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**Economic & Community Development**

Engineering Division  
16000 SE Misty Dr  
Happy Valley, OR 97086

**2019 STREET MAINTENANCE PROGRAM****Pavement Restoration Project****Treatment 'A': Crack Seal Only****Treatment 'B': Slurry Seal Only****Treatment 'C': Combined Crack & Slurry Seal****SCHEDULE OF VALUES**

BID ITEM	ODOT #	DESCRIPTION	TREAT. 'A' QTY	TREAT. 'B' QTY	TREAT. 'C' QTY	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	210	Mobilization	1	1	1	1	LS	\$	\$
2	225	Temporary Protection & Direction of Traffic; Includes Public Notification	1	1	1	1	LS	\$	\$
3	706	Type II Micro Surface Slurry Seal	0	59,800	108,400	168,200	SY	\$	\$
4	746	Crack Seal (Including Material, Labor, Equipment)	35,400	0	97,700	133,100	LF	\$	\$
5	865.j	Thermoplastic, Extruded or Sprayed, Surface, Non- Profiled, 4" White Fog Line	0	0	960	960	LF	\$	\$
6	867.q	Pavement Legend, Type AB: Speed Bump	0	1	3	4	EA	\$	\$
7	867.r	Pavement Bar, Type AB : Stop Bars & Crosswalks	0	660	960	1,620	SF	\$	\$
<b>CONSTRUCTION TOTAL FOR 2019 STREET IMPROVEMENTS</b>									\$

**Dollars****Total Bid Amount (In Words)****Contractor Company Name:****Contact Name:****Telephone Number:****Please use this form to submit bid****Bids Due no later than 2:00 PM on Thursday, May 9, 2019****mailed or delivered to City of Happy Valley, 16000 SE Misty Drive****ATTN: Carol Earle, Engineering Manager****BIDDER'S CHECKLIST**

1. c Submittal of bid security in the amount of 10% of the bid for bids over \$10,000.
2. c Acknowledgement of addenda form.
3. c Indication of resident/non-resident bidder in the proposal section.
4. c 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

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### 3.3 FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2019 STREET MAINTENANCE PROGRAM

BID #:

BID OPENING: Date: Thursday, May 9, 2019 Time: 2:00 PM

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

#### **INSTRUCTIONS: [ORS 279C.370]**

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.

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.

Sub-contractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those sub-contractor 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 sub-contractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the sub-contractor will be performing and the dollar value of the sub-contract. 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.

SUB-CONTRACTOR 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:** \_\_\_\_\_

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

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

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

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.
- (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (Competitive bidding) (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor).
- (6) A subcontractor may file a complaint under ORS 279C.590 (Complaint process for substitutions of subcontractors) based on the disclosure requirements of subsection (1) of this section. [2003 c.794 §116; 2005 c.103 §16]



## **SECTION 4**

### **BID BOND**

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#### **4.1 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 Obligor)

as Obligor, hereinafter called the Obligor, 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 Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 \_\_\_\_\_, 2019.

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

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

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

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## **SECTION 5**

### **PERFORMANCE & PAYMENT BONDS**

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**City of Happy Valley, Oregon**  
**PERFORMANCE GUARANTEE**

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

Land Use/Project Number: \_\_\_\_\_

Bond Number \_\_\_\_\_

We, \_\_\_\_\_ as Principal ("Principal"), and \_\_\_\_\_, a corporation organized under the State of \_\_\_\_\_ and authorized to transact surety business in the State of Oregon, as Surety ("Surety"), jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns unto the City of Happy Valley, Oregon ("City" and/or "Obligee"), for payment of this performance guarantee ("Guarantee") in the amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) as provided herein.

An application has been received by the City for a permit to construct improvements for \_\_\_\_\_ ("the Project"), as described in Exhibit A. The improvements will be constructed according to and consistent with final construction plans approved by the City.

As a condition of the final approval of said improvements by City, Principal has agreed to furnish a financial guarantee to the City for the faithful performance and operability of the Project and to guarantee the work thereunder for a period of twenty-four (24) months running from the last date of the City's partial or full release of the Performance Guarantee.

If Principal fully performs its obligations consistent with the terms of the final construction plans as well as all other contracted obligations the Principal has with the City concerning the Project, Surety's obligations for payment of funds under this Guarantee will then be null and void. Absent that performance by Principal, Surety's obligations remain in full force and effect.

Surety waives any requirement to be notified of alterations or extensions of time or any other authorized modifications made by City to the Project.

If Principal fails to fully and faithfully construct or complete the work required of it for the Project, City is entitled to be paid all funds under this Guarantee upon delivery of written notice to Surety by the City that the required work on Project has not been performed to City's full satisfaction.

Surety shall be obligated to and shall disburse the amount(s) of funds deemed necessary by City, which may be either a partial or full portion of the Guarantee. Payment(s) shall be made within thirty (30) business days of receiving written demand for said funds from the City. City may make serial demands for portions of the Guarantee, up to and including the full amount of the Guarantee.

Surety shall have neither the duty nor right to evaluate or challenge the correctness or appropriateness of City's demand(s) or underlying determination(s) and shall not interplead or in any manner delay payment of said funds to City. Alternatively, the City may request Surety use funds payable under this Guarantee to construct or complete the work.

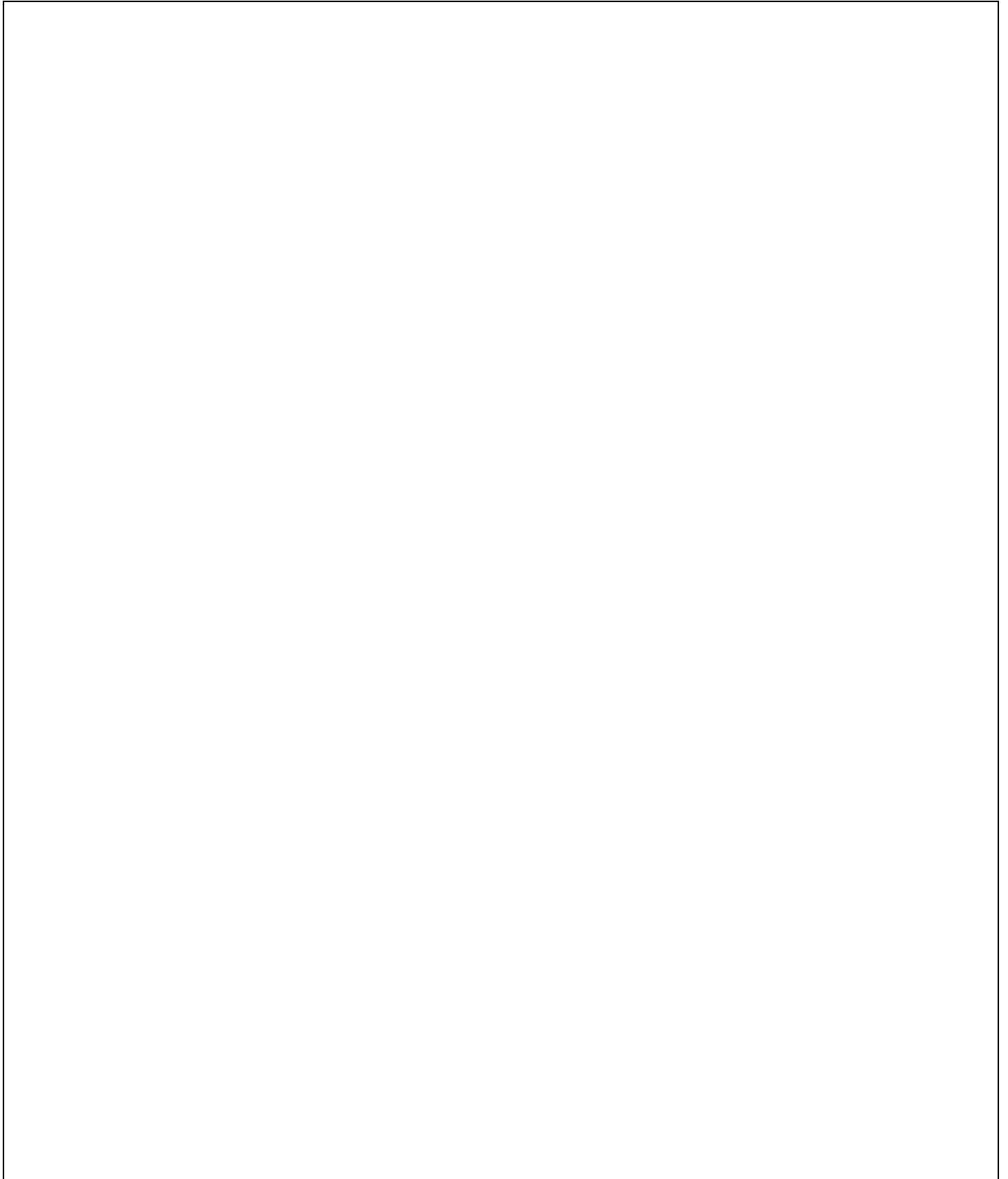
Surety and Principal further agree that twenty-five percent (25%) of the cost of the facilities as approved by the City Engineer or designee will remain in place to warrant to City that the construction is and will remain for a period of twenty-four (24) months from the date of acceptance, free from defects in materials and workmanship. This provision may not be applicable certain for private improvements.

Surety agrees to keep City fully advised of any change of information concerning the registered agents below. The Surety's obligation on the guarantee is non-assignable without prior written consent from the City.

City	Principal	Surety or Attorney-in-Fact
_____ Printed Name of Authorized City Signatory	_____ Printed Name of Principal	_____ Printed Name of Authorized Surety or Attorney-in-Fact Signatory
_____ Title	_____ Title	_____ Title
_____ Signature of Authorized City Signatory	_____ Signature of Principal	_____ Signature of Authorized Surety or Attorney-in-Fact Signatory
_____ Address Line 1	_____ Address Line 1	_____ Address Line 1
_____ Address Line 2	_____ Address Line 2	_____ Address Line 2
_____ Date	_____ Date	_____ Date
	_____ Telephone Number	_____ Telephone Number
	_____ Email Address	_____ Email Address



Exhibit A



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## **PERFORMANCE AND PAYMENT BONDS**

### **5.2 PAYMENT BOND**

#### **For the 2019 STREET MAINTENANCE PROGRAM**

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 \_\_\_\_\_, 2019

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 (*Cont'd*)

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 \_\_\_\_\_, 2019

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PRINCIPLE

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.

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**SECTION 6**

**CERTIFICATE OF INSURANCE**

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## **6.1 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*).

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## **SECTION 7**

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

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## 7.1 PREVAILING WAGE RATES (BOLI)



### CITY OF HAPPY VALLEY, OREGON

#### 2019 STREET MAINTENANCE PROGRAM

## ***PREVAILING WAGE RATES (OREGON BUREAU OF LABOR & INDUSTRIES)***

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:

<https://www.oregon.gov/boli/WHD/PWR/Pages/January-1,-2019-PWR-Rates-.aspx> and is titled as:

**“January 1, 2019 Prevailing Wage Rates for Public Works Contracts in Oregon”** (Current Edition)

Including the following publications and amendments:

**“Definitions of Covered Occupations for Public Works Contracts in Oregon”, Current Edition.**

**All Prevailing Wage Rate Amendments Effective through the Current Prevailing Wage Publication**

**All Applicable Amendments Adopted Prior to the Date of Current Prevailing Wage Publication.**

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## **SECTION 8**

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

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## **STANDARD SPECIFICATIONS & SPECIAL PROVISIONS**

### **8.1 INTRODUCTION**

This project generally includes pavement maintenance along approximately 75,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

- **Crack Sealing:** 133,000+/- lineal feet
- **Slurry Sealing:** 168,000+/- square yards
- **Striping:** 1,600+/- square feet of stop bars & crosswalks; 1,000+/- lineal feet of fog line; four (4) each of speed hump striping restoration

Construction must be completed no later than **Friday, August 30, 2019**. Once construction on the project has begun, the contractor must reach substantial completion within **30** days of commencing activity.

### **8.2 CONTACT INFORMATION FOR QUESTIONS**

Questions relating to the project shall be addressed by email, certified mail or telephone to:

**Carol Earle, P.E., City Engineer** ([carole@happyvalleyor.gov](mailto:carole@happyvalleyor.gov)) or

**Sheri Markwardt, P.E., Civil Engineer/Project Manager** ([SMarkwardt@happyvalleyor.gov](mailto:SMarkwardt@happyvalleyor.gov))

**By Certified Mail:**

Happy Valley City Hall  
Economic & Community Development Department  
Engineering Division  
16000 SE Misty Drive  
Happy Valley, OR 97086

**By Telephone:**

(503) 783-3800

### **8.3 SPECIAL PROVISIONS FOR ROADWAY & HIGHWAY CONSTRUCTION**

Standard Specifications & Special Provisions for:

#### **2019 STREET MAINTENANCE PROGRAM**

Included with bid package, beginning next page.

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# **STANDARD SPECIFICATIONS & SPECIAL PROVISIONS**

FOR ROADWAY & HIGHWAY CONSTRUCTION

## **2019 STREET MAINTENANCE PROGRAM**

### **ODOT CLASSIFICATION**

Asphalt Concrete Paving & Oiling, and Pavement Marking

### **CITY OF HAPPY VALLEY, OREGON**

April 2019

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## **SECTION 8: SPECIAL PROVISIONS**

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## **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the **2018 edition** of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

All numbered references in these Special Provisions in their entirety shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers. Unless specifically noted in these Special Provisions, all specifications included in the 2018 edition of the "Oregon Standard Specifications for Construction" shall be strictly adhered to.

The following general notes apply to the entirety of the current edition of the "Oregon Standard Specifications for Construction":

- Delete all references to ODOT eBIDS website and to electronic submission of bids by any means. The City shall only accept paper bid submissions.
- The City's standard drawings and the City's Design Manual shall take precedence in the case of any conflicts.

## **CLASS OF PROJECT**

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

## **CLASS OF WORK FOR THIS PROJECT**

Asphalt Concrete Paving & Oiling, and Pavement Marking

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

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

### **00110.10 Abbreviations**

*Add or modify abbreviation(s) as follows:*

UNC - Utility Notification Center

### **00110.20 Definitions**

*Add or modify definition(s) 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 Booklet** – The bound paper version included in the Solicitation 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, 2018 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 verbiage in this sub-section and replace with the following:*

See Instruction to Bidders. (SECTION 2, BID DOCUMENTS)

#### **00120.01 General Bidding Requirements**

*Delete verbiage in this sub-section and replace with the following:*

See Instruction to Bidders. (SECTION 2, BID DOCUMENTS)

#### **00120.05 Requests for Plans, Special Provisions, and Bid Booklets**

*Delete verbiage in this sub-section and replace with the following:*

Project and bid documents are available on the City's website (<https://www.happyvalleyor.gov/>) for downloading. Project and bid documents may also be purchased for \$20 or reviewed at City Hall offices, located at 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.**

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.

#### **00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids**

*Delete verbiage in this sub-section 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**

##### **(f) Disclosure of First-Tier Subcontractors**

*Delete verbiage in this sub-section and replace with the following:*

- 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 verbiage in this sub-section and replace with the following:*

See Instructions to Bidders. (SECTION 2.11, BID DOCUMENTS)

**00120.50 Submitting Bids for More than One Contract**

*Delete this sub-section in its entirety.*

**00120.60 Revision or Withdrawal of Bids**

*Delete verbiage in this sub-section and replace with the following:*

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 this sub-section and the following specifications:*

**(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 sub-section 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:
  - (a) Return of the number of signed bids or the number of other documents required by the bid documents;
  - (b) 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;
  - (c) Failure to acknowledge receipt of an addenda to bid documents, but only if:
    - i. It is clear from the bid that the bidder received the addenda and
    - ii. Intended to be bound by its terms, or;
    - iii. 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 Non-responsive Bids**

*Delete verbiage in this sub-section and replace with the following:*

A bid will be considered irregular and may be rejected if:

- (1) The bid schedule(s) (SECTION 3, BID DOCUMENTS) provided is not used or is altered.
- (2) The bid is incomplete or incorrectly completed.
- (3) The bid has unauthorized additions, deletions, alternate bids, or conditions.
- (4) A member of a joint venture and the joint venture submit bids for the same project. Both bids may be rejected.
- (5) The bid has entries not typed or in ink or has signatures or initials not in ink.
- (6) Each erasure, change, or correction is not initialed.
- (7) The price per unit cannot be determined.
- (8) The Department finds that it is in the public interest to do so (ORS 279.035).
- (9) The bid guaranty is insufficient or improper.
- (10) The standard bid bond form is not used or is altered.
- (11) Pre-Qualification submission requirements are not met.
- (12) 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.
- (13) 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.
- (14) The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

#### **00120.80 Reciprocal Preference for Oregon Resident Bidders**

*Delete this sub-section in its entirety.*

#### **00120.95 Opportunity for Cooperative Arrangement**

*Delete this sub-section in its entirety.*

**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 the third paragraph of this sub-section in its entirety.*

### **00130.10      Award of Contract**

*Delete verbiage in this sub-section 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:

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

### **00130.15      Right to Protest Award**

*Delete verbiage in this sub-section and replace with the following:*

See Instructions to Bidders. (SECTION 2, BID DOCUMENTS)

### **00130.30      Contract Booklet**

*Add the following specifications to the end of this sub-section:*

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

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

### **00130.40      Contract Submittals**

*Delete verbiage in this sub-section and replace with the following:*

See Bid Documents. (SECTIONS 5 THROUGH 10)

### **00130.70      Release of Bid Guaranties**

*Delete verbiage in this sub-section and replace with the following:*

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

**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 last paragraph in this sub-section and replace 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 first sentence in this sub-section and replace 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 sub-section in its entirety.*

**00150.15 Construction Stakes, Lines and Grades**

**(b) Agency Responsibilities**

*Delete first bullet point in this sub-section and replace with the following:*

- The Engineer or designated representative shall identify and mark in the field the project work limits. The contractor is responsible for the rules regarding utility verification and marking.

**00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models**

**(c) Number, Size, and Format of Working Drawings and 3D Construction Models**

*Modify these sub-sections as follows:*

**(1) Paper Submittals**

*Add the following specifications to the end of this sub-section:*

Drawing dimensions of 22 by 34 inches are allowed.

**(2) Electronic Submittals**

*Delete verbiage in this sub-section and replace with the following:*

The Contractor shall submit electronic Working Drawings in AutoCAD format, and in accordance with guidance provided by request from the Engineer.

**00150.50 Cooperation with Utilities:**

**(a) General**

*Add the following specifications to the end of this sub-section:*

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.

**(c) Contractor's Responsibilities:**

*Add the following bullet points to the bullet list in this sub-section:*

- 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 arrange sufficient time for utility infrastructure construction.
- Sunrise Water Authority (SWA) and NW Natural will pothole their existing services after the pavement has been removed, to ensure that they are not within the 12" CTB section.



The Contractor shall provide SWA and NW Natural with 48-hour advance notice for scheduling.

- The Contractor shall be responsible for determining the exact utility location with the assistance of the utilities 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 the Contractor 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 Owner and operators and kept to a minimum.

**(f) Utility Information**

*Add this sub-section and the following specifications:*

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):

**Utility and Representative**

**Clackamas County Water Environment Services**

Contact – Andy Robbins  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
Phone # 503-709-2160

**Northwest Natural Gas**

Contact – Kim Deletts  
220 NW Second Ave.  
Portland, OR 97209  
Phone # 503-226-4211 x4539

**Sunrise Water Authority**

Contact – Dan Fraijo  
10602 SE 129<sup>th</sup> Avenue  
Happy Valley, OR 97086  
Phone # 503-761-0220

**Other Utilities**

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 800-332-2344.

**00150.70 Detrimental Operations**

*Add the following specifications to the end of this sub-section:*

Portions of this project will be constructed in close proximity to existing private improvements. All private 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 private 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:

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

**(a) All Materials**

*Delete last two paragraphs in this sub-section. (regarding DBE Suppliers)*

**00160.20 Preferences for Materials**

*Add the following sentence immediately before sub-section (a):*

Federal highway funds are **NOT** involved on this Project.

**END OF SECTION**

**SECTION 00165 – QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

**00165.10 (Materials Acceptance Guides) through 00165.91 (Fabrication Inspection Expense)**

*Delete these sub-sections in their entirety.*

**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 specifications to the end of this sub-section:*

This project is to be constructed in City of Happy Valley road right of way and streets. 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 Industrial Accident Protection**

#### **(a) Workers' Compensation**

*Delete last phrase in this sub-section, "...by 00170.70(d)", and replace with the following:*

...by "Contract for Services" agreement.

### **00170.70 Insurance**

*Delete verbiage in this sub-section and replace with the following:*

See Certificate of Insurance (SECTION 6, BID DOCUMENTS) and SECTION IV of the "Contract for Services" (SECTION 10, BID DOCUMENTS) 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 & bullet items to the end of this sub-section:*

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 Responsibility for Defective Work**

#### **(b)(2) Contractor Furnished Warranties; General Warranty for Local Agency Projects**

*Add the following specifications to the end of this sub-section:*

The term limit for warranties and additional warranties shall be two years from date of final acceptance.

**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.  
*Delete the first bullet item in this sub-section.*

**00180.20      Subcontracting Limitations**  
**(d) Disadvantaged Business Enterprise (DBE)**  
*Delete this sub-section in its entirety.*

**00180.21      Subcontracting**  
**(a) General**  
*Add the following specifications to the end of this sub-section:*

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**  
**(a) In General**  
*Add the following specifications to the end of this sub-section:*

Construction shall be limited to Monday through Friday to eliminate the need for overtime work. Contractor shall observe construction hours limitations as defined in the latest edition of the City's Design Manual and Standard Details, Dwg. No. 350.

**(c) Specific Limitations**  
*Add this sub-section and the following specifications:*

Limitations of operations specified in these  
Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Sub-section</b>
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions.....	00220.40(e)
Noise Control .....	00290.32

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

#### **00180.41 Project Work Schedules**

*Add the following specifications to the end of this sub-section:*

A Type "B" schedule as detailed in the Standard Specifications is required on this Contract.

##### **(b) Type "B" Schedule**

###### **(1) Initial Schedule**

*Add the following bullet point to the first bullet list of this sub-section:*

- Expected events held by Happy Valley City Library. Coordinate with staff.

###### **(2) Detailed Schedule**

*Add the following specifications to the end of this sub-section:*

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**

*Delete verbiage in this sub-section and replace 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 Traffic Control Plan shall be submitted by the Contractor at the preconstruction conference.

#### **00180.43 Commencement and Performance of Work**

*Add the following bullet point to this sub-section:*

- 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 Contract Time to Complete Work**

##### **(h) Contract Time**

*Add this sub-section and the following specifications:*

Construction is to be completed no later than **Friday, August 30, 2019**. Once construction on the project has begun, the contractor must reach substantial completion within **30** days of commencing activity.

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**

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

*Add the following specifications 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      Failure to Complete on Time; Liquidated Damages**

##### **(b) Liquidated Damages**

*Add the following specifications to the end of this sub-section:*

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

Complete all work to be done under the Contract by **Friday, August 30, 2019**. Once construction on the project has begun, the contractor must reach substantial completion within 30 days of commencing activity. The daily amount of the liquidated damages will be \$500 per Calendar Day\* for failure to reach substantial completion within **30** days of commencing work and/or for failure to complete work on-time as required by 180.50(h). The daily amount of the liquidated damages will be at least \$250 but no more than \$400 per Calendar Day\* for failure to open street on time at end of work 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:

### **00190.20 Contractor to Provide Vehicle Weigh Scales**

#### **(g) Agency-Provided Weight Technician**

*Delete verbiage in this sub-section and replace with the following:*

The Contractor must provide a weigh technician if deemed necessary. The Agency will not provide one for the Contractor.

**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 these sub-sections as follows:*

#### **(a) Progress Payments**

##### **(1) Progress Estimates**

*Delete the first sentence in this sub-section 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**

*Delete the phrase "Engineer's estimate" in this sub-section and replace with the following:*

"Contractor's estimate"

#### **(b) Retainage**

*Delete the first paragraph in this sub-section and replace with the following:*

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 sub-section 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

**(c) Forms of Retainage**

*Delete the first paragraph in this sub-section and replace with the following:*

Forms of acceptable retainage are set forth below in sub-section 00195.50(c)(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 sub-section 00195.50(c)(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.

**(2) Cash, Alternate B (Retainage Surety Bond)**

*Delete this sub-section in its entirety.*

**(2) Cash, Alternate B (No Interest Earned)**

*Add this sub-section and the following specifications:*

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:

**00199.30      Claims Procedure**

*Add the following sentence immediately before sub-section (a):*

The Contractor must properly submit a claim as detailed in this sub-section, 00199.30.

**00199.40      Claim Review Procedure**

*Delete verbiage in this sub-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 Managers 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 supplemented and/or modified as follows:

#### **00220.02 Public Safety and Mobility**

##### **(b) Temporary Pedestrian Accessible Route Plan**

*Add the following bullet point to this sub-section:*

- Do not place work zone signs or supports that will block existing or temporary pedestrian access routes.

##### **(c) Bicyclists**

*Add the following bullet point to this sub-section:*

- Do not place work zone signs or supports that will block existing or temporary bicycle access routes.

#### **00220.04 Public Notification**

*Add this sub-section and the following specifications:*

Work shall be performed in a manner that will minimize inconvenience to businesses and the public. The contractor shall at no time close any intersection. Cul-de-sacs and dead ends shall have access restored within 4 hours. **For all non-residential accesses, at least one lane of the access shall remain open for bi-directional traffic flow unless an alternate access is available. The contractor shall provide the necessary flaggers, barricades and appropriate signage to maintain these accesses.**

The contractor shall provide such barricades as required to close the street to protect the uncured slurry from vehicular traffic. When specified, the contractor shall provide such flaggers and barricades as required to protect the uncured slurry seal from vehicular traffic. Where necessary as directed and approved by the Inspector, the contractor shall spread a thin pathway of sand across the fresh slurry at pedestrian crossings and high traffic street intersections to allow traffic to cross perpendicular to the mat. Any damage to the uncured slurry shall be the responsibility of the contractor.

The City shall provide the contractor “NO PARKING” signs for use in posting streets in advance of slurry sealing. Streets may be posted “NO PARKING” between the hours of 7:00 AM and 6:00 PM. Posted parking prohibitions shall be restricted to one working day. Parking prohibitions proposed outside of the listed time frame or for more than one working day, must have prior approval, in writing, from the Engineer. Streets not completed must be rescheduled.

Signs should be placed no less than thirty-six (36) hours or no more than seventy-two (72) hours prior to commencement of work. These “NO PARKING” signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor. Signs shall be posted every 100 feet on both sides of the street affected. At the completion of all work, all used “NO PARKING” signs shall be returned to the Engineer. At the end of the project, any **unused** “NO PARKING” signs shall be returned to the Engineer.

The City shall also provide the contractor with door-knob notices in sufficient quantities which will further serve to advise the general public of the pending parking restrictions. These notices will also provide general information. **The notices shall be left on or at the front door of each dwelling, apartment unit, or tenant of a commercial unit abutting any of the streets on the list. The notices will also need to be placed on any front door where the only access to the roadway is being affected (i.e. a cul-de-sac, alley, private street, etc. that enters onto a roadway being slurried).** This should be done at the same time the “NO PARKING” signs are first placed in the area. Each day, prior to commencement of work, the contractor shall verbally contact, whenever possible, the residents to notify them of impending work. Notification shall be given enough in advance to allow residents to move personal vehicles prior to work beginning. At the end of the project, any **unused** door hangers shall be returned to the City Project Manager.

The contractor shall log the posting of the “NO PARKING” signs and door hangers in order for towing to occur for slurry seals. The log will be submitted on a weekly basis to the Inspector and contain the following minimum information:

- Street Name
- Location (From and To)
- Date Posted
- Time Posted
- Posted By

**The contractor shall place a cone (multiple on commercial driveways) in the middle of each driveway when the slurry seal is not to be driven on. Cone(s) shall be removed by the contractor once the street is re-opened to traffic.**

Payment for traffic control shall be lump sum and shall include all labor, permits, equipment, and materials necessary to coordinate and comply with current MUTCD, OTTCH and City standards.

#### **00220.40 General Requirements**

##### **(e) Lane Restrictions**

*Delete verbiage in this sub-section and replace with the following:*

Contractor shall not close any traffic lanes, and all barricades and objects from the roadway shall be removed by 6:00 p.m. all days or during the following periods, whichever is earliest:

##### **(1) Weekdays:**

- All times outside City's Construction Hours Restrictions.
- See City's Construction Hours Notice Sign Standard Detail, current version available on the City of Happy Valley website.

##### **(2) Weekends:**

- Between 5 p.m. on Friday and 7 a.m. on Monday.

##### **(3) Days when School is in Session:**

- Contractor to follow construction hours conditions as provided by the City Engineer or designated representative.

##### **(4) Holidays and Special Events:**

- Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).

**END OF SECTION**

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

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

#### **00225.05 Contractor Traffic Control Plan**

*Delete verbiage in this sub-section and replace with the following:*

The Contractor shall submit a Traffic Control Plan at the Pre-Construction Conference for all components of this project. The contractor shall provide a temporary pedestrian traffic control plan for City review.

One lane of traffic shall remain open at all times to emergency vehicles and school buses. This traffic shall be given priority access through the work zone regardless of slurry seal surface condition. Street can be fully closed to all other vehicular traffic for a minimum of 3 hours upon completing the slurry seal application.

The Contractor shall notify the following entities no less than seven (7) days prior to full closure:

- City Engineering Division
- City Code Enforcement
- School District
  - Cheryl Sutton, (503) 353-6150 x37791
- Emergency Services
  - Fire/Police, (503) 655-8211
- All impacted residents and businesses

**00225.90      Payment**

*Delete verbiage in this sub-section and replace with the following:*

Costs for temporary protection and direction of traffic, temporary street signage, striping, and appurtenances, and all other incidental costs incurred will be paid for at the Contract lump sum amount for the item "Work Zone Traffic Control". Payment will be in full for furnishing, installing, moving, operating, maintaining, inspecting and removing materials required to complete the work as specified.

**END OF SECTION**

**SECTION 00280 – EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

**00280.14 (Erosion Prevention Materials) through 00280.16 (Sediment Control Materials)**

*Delete these sub-sections in their entirety.*

**00280.17      Materials**

*Add this sub-section and the following specifications:*

All materials for erosion, runoff, and sediment control shall comply with requirements in the City of Happy Valley Design Manual and Clackamas County Water Environment Services Erosion Prevention and Sediment Control Planning and Design Manual.

**00280.90      Payment**

*Delete verbiage in this sub-section and replace with the following:*

Payment for erosion and sediment control is to be incidental to the project.

**END OF SECTION**

**SECTION 00290 – ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications supplemented and/or modified as follows:

**00290.30      Pollution Control**

**(b) Pollution Control Plan**

*Delete the final paragraph of this sub-section and replace with the following:*

No Pollution Control Plans are included in the Contract Construction Plan Set.

**00290.90      Payment**

*Delete verbiage in this sub-section and replace with the following:*

Payment for pollution control is to be incidental to the project.

**END OF SECTION**

**SECTION 00706 – EMULSIFIED ASPHALT SLURRY SEAL SURFACING**

Comply with Section 00706 of the Standard Specifications supplemented and/or modified as follows:

**00706.00      Scope**

*Add the following specifications to the end of this sub-section:*

Only Type II Slurry Seal material to be used. Disregard all other material classes.

#### **00706.10 Emulsified Asphalt**

*Delete verbiage in this sub-section and replace with the following:*

The asphalt emulsion shall be homogenous and shall be a latex modified cationic quick-setting asphalt emulsion. The latex polymer material shall be co-milled with the emulsion solution. The emulsion manufacturer shall certify that the emulsion contains a minimum of **2.5-3% latex solids** based on the weight of asphalt (asphalt residual) within the emulsion for each load. The emulsified asphalt shall be within  $\pm 1\%$  of the design emulsion content.

The LMCQS-1h latex modified quick setting asphalt emulsion shall meet the following requirements when tested according to AASHTO T59:

TEST	SPECIFICATIONS
Saybolt Viscosity, seconds at 77°F (25°C)	15-50
Residue from Distillation, Mass (Weight)%	60% minimum
Sieve Test, % Retained on No. 20 (850µm) Sieve	0.1 maximum
Particle Charge, Electroplate	Positive
Settlement (Storage Stability), 24-hour	1% maximum
Cement Mixing Test	(informational)

The residue shall pass the following specifications:

TEST	SPECIFICATIONS
Penetration at 77°F (25°C), 3.5 ounces (100 grams), 5 seconds	40-90 minimum
Solubility in CS <sub>2</sub> or TCE	97.5 minimum
Softening Point (ring & ball) Degreed F.	130 minimum
Ductility at 77°F (25°C), inch (cm)	15.7 (40) minimum

**Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/ Compliance to assure that it meets specification and is the same as that used in the mix design.**

#### **00706.12 Aggregate**

*Delete verbiage in this sub-section and replace with the following:*

The aggregate used shall be clean, angular, durable, well graded, and uniform. It shall be resistant to abrasion and free from lamination, weak cleavages, and undesirable weathering. The aggregate shall consist of broken stone, crushed gravel, slag, or a combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

Aggregate shall meet the following test requirements:

TEST	SPECIFICATIONS
Abrasion Resistance, AASHTO T96	35% Maximum
Soundness, AASHTO T104 Using $\text{Na}_2\text{SO}_4$ Using $\text{MgSO}_4$	15% Maximum 25% Maximum
Sand Equivalent, AASHTO T176	<b>60 Minimum</b>

Percentage composition by weight of the aggregate shall conform with the following gradation prior to the addition of any mineral fillers such as cement or lime. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end. The finished product shall be clean, uniform in quality and free from wood, bark, roots and other deleterious materials.

SIEVE	TYPE I % PASSING	TYPE II % PASSING	STOCKPILE TOLERANCE
3/8" (9.55mm)	100	100	0
No. 4 (4.75 mm)	100	90-100	± 5%
No. 8 (2.36 mm)	90-100	65-90	± 5%
No. 16 (1.18 mm)	65-90	45-70	± 5%
No. 30 (600 µm)	40-65	30-50	± 5%
No. 50 (300 µm)	25-42	18-30	± 4%
No. 100 (150 µm)	15-30	10-21	± 3%
No. 200 (75 µm)	10-20	5-15	± 2%

#### **00706.12 Additives and Mineral Filler**

*Delete verbiage in this sub-section and replace with the following:*

Portland cement, hydrated lime, limestone, dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Additives may be used to accelerate or retard the break-set of the slurry seal or to improve the resulting finished surface only when their quantity can be metered. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required after approval by the City Project Manager.

**00706.12 Additives and Mineral Filler**

*Add the following specifications to the end of this sub-section:*

If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

**00706.15 Job Mix Formula**

*Delete verbiage in this sub-section and replace with the following:*

At the preconstruction conference, the contractor shall submit a signed original slurry seal mix design incorporating the aggregate and asphalt materials to be used on the project. Percentages of each individual mix material required shall be shown on the mix design report. The mix design shall be developed using the specific materials and same aggregate gradation that will be used for this project and that the treated area will be opened to traffic within 2-3 hours after placement. Previous mix designs shall not be accepted unless authorized by the City Project Manager. After the mix design has been approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design and then approved by the City Project Manager. Water, not exceeding 11% by mass (weight) to asphalt emulsion, shall be used to develop a good mix. **No work will begin prior to acceptance and approval of the mix design submittal.**

- (a) Laboratory Evaluation- Have the mix design prepared and tested by a laboratory which has experience in designing Emulsified Asphalt slurry seal Surfacing. Determine the proportions of component materials and perform the tests described in 00706.15(b). The final mix design shall meet the limits described in 00706.15(b) and 00706.15(c).
- (b) Mix Design Tests:

TEST	DESCRIPTION	SPECIFICATIONS
ISSA TB-106	Slurry Seal Consistency	0.79-1.18 inches (2-3 cm)
ISSA TB-139	Wet Cohesion	
	30-minute set	12kg-cm Minimum
	60-minute set	20 kg-cm Minimum
ISSA TB-114	Wet Striping	Pass (90% Minimum)
ISSA TB-100	Wet-Tack Abrasion Loss, 1-Hour Soak	75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum
ISSA TB-113	Mix Time @ 77°F (25°C) *	Controllable to 180 seconds minimum

\*The mixing test and set time should be done at the highest temperature expected during construction

The wet track test is used to determine the minimum asphalt content required in a slurry seal system.



The mixing test is used to predict how long the material will be mixed in the machine before it begins to break. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19. The report shall clearly show the proportions of aggregate, the minimum and maximum proportions of mineral filler and water, additive usage, and asphalt emulsion based on the dry weight (mass) of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed for use on the project.

Show the percentages of each individual material required in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer will give final approval of such adjustments.

- (c) Component Materials – The Engineer will approve the mix design, all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

COMPONENT MATERIALS	LIMITS
Residual asphalt	Type I: 10-16% Type II: 7.5-13.5% (Based on dry weight of aggregate)
Mineral Filler	<b>0.0-3.0%</b> (Based on dry weight of aggregate)
Additives	As needed
Water	As needed to achieve proper mix consistency. Total mix liquids shall not exceed the loose aggregate voids. Use ISSA T106 to check optimum liquids.

#### **00706.17      Quality Control**

*Add the following specifications to the end of this sub-section:*

Quality Assurance testing and inspection will be provided by the City of Happy Valley. Quality Control will be the Contractor's responsibility. Acceptance samples of the aggregate, asphalt emulsion, and slurry seal mixture (taken directly from the mixing unit) shall be taken by the contractor in the presence of the Project Inspector on a random basis with no cost to the City. A minimum of one (1) sample of the aggregate, asphalt emulsion, and slurry seal mixture will be taken each day of use. If any changes are made during the day an additional sample of the micro-surfacing mixture will be taken. Testing containers will be provided by the City. These samples will be tested, at the Contractor's expense if the City Project Engineer deems it necessary, based on the finished appearance and/or quality of quantitative measurements made during the proportioning of the slurry seal components while mixing and placing. The responsibility for

ensuring that the work is constructed in strict conformance with the plans, specifications, and other Contract documents resides solely with the Contractor.

#### **00706.17      Mixing Equipment**

*Add the following specifications to the end of this sub-section:*

At the end of the first paragraph: During placement of the slurry, the equipment shall not exceed 180 feet per minute.

Add to subsection (a) Proportioning Devices - The Contractor shall allow the Engineer to use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive quantities for a single load.

Replace subsection (b) Calibration - Calibrate, in the presence of the Project Inspector, each slurry mixing unit to be used on the Project prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by Project Inspector provided they were made during the **previous 60 days**. The documentation shall include an individual calibration of each material at various settings, which can be related to the machines metering devices. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted. **Any equipment replacement affecting material proportioning requires that the machine be recalibrated.**

#### **00706.122      Spreading Equipment**

*Add the following specifications to the end of this sub-section:*

The drag shall not leave a rough surface texture. The drag shall be cleaned or replaced as necessary to ensure that slurry mix accumulations do not cause scores or streaks.

The slurry seal spreader box in use shall be clean and free of slurry seal and emulsion at the start of each work shift.

#### **00706.41      Preparation of Surface**

##### **(g) Pavement Markings**

*Delete verbiage in this sub-section and replace with the following:*

Before slurry seal is to be applied to any area, remove all reflector buttons, thermoplastic markings, cold tape markings, and paint markings so that at least 90% of the pavement marking materials are removed by any approved process (i.e., hydro-blasting, grinding, or shot blasting) that leaves no damage to the underlying pavement or a scar depth that is no greater than 1/8" deep.

If the pavement markings are removed using a dry mechanical abrasion process, a positive means to control airborne dust is required with use of a dust collector attached to the removal equipment. Accumulation of heavier debris, accumulated piles of any debris on the surface or

from the right-of-way as a result from the removal operation shall be collected and disposed of in accordance with applicable Federal, State, and Local regulations, at no additional cost. If pavement markings are removed using water blasting, the truck mounted water blaster shall be capable of simultaneously vacuuming the spent water and debris as it progresses, leaving the pavement clean.

**00706.49 Cleanup**

*Add the following specifications to the end of this sub-section:*

The Contractor shall be responsible, at no additional cost to the City, for street sweeping one week after slurry seal application and again two weeks after slurry seal application.

**END OF SECTION**

**SECTION 00730 – EMULSIFIED TACK COAT**

Comply with Section 00730 of the Standard Specifications supplemented and/or modified as follows:

**00730.45 Cleanup**

*Add the following specifications to the end of this sub-section:*

The Contractor shall be responsible, at no additional cost to the City, for street sweeping one week after slurry seal application and again two weeks after slurry seal application.

**00730.90 Payment**

*Delete verbiage in this sub-section and replace with the following:*

No separate or additional payment will be made for emulsified asphalt tack coat. This work will be considered incidental to the contract.

**END OF SECTION**

## **SECTION 00865 – LONGITUDINAL PAVEMENT MARKINGS – DURABLE**

Comply with Section 00867 of the Standard Specifications supplemented and/or modified as follows:

### **00865.80 Measurement**

*Add the following specifications to the end of this sub-section:*

All striping installed in accordance with this section shall be white 4" thermoplastic fog-line, unless otherwise specified.

### **00867.50 Placement**

*Add the following specifications to the end of this sub-section:*

Only Method AB shall be used.

**END OF SECTION**

## **SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS & BARS**

Comply with Section 00867 of the Standard Specifications supplemented and/or modified as follows:

### **00867.45 Installation**

*Delete the following bullet items in this sub-section:*

- Type C: Cold-Applied Plastic Film
- Type D: Methyl Metacrylate

### **00867.50 Placement**

*Add this sub-section and the following specifications:*

Contractor to place markings as follows:

- **Stop Bar:** 12"-wide white thermoplastic bars at every location where a stop sign is present, in accordance with City Standard Details.
- **Crosswalks:** Re-install all marked crosswalks with 24"-wide by 10'-wide white thermoplastic staggered continental crosswalk bars as instructed by the City
- Engineer to verify location and extents of all markings prior to application.

**END OF SECTION**

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## **SECTION 9**

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

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

See Street Treatment Inventories & Illustrative Figures for:

### **2019 STREET MAINTENANCE PROGRAM**

Included with bid package, beginning next page.

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# TREATMENT 'A' INVENTORY: CRACK SEAL ONLY

CODE	ID #	STREET NAME	START LOCATION	END LOCATION	LENGTH (LF)	WIDTH (FT)	AREA (SY)	CRACKS* (LF)	STRIPE BAR (SF)	FOG LINE (LF)	STRIPE BUMP (EA)	DESCRIPTION
A-CS	1	IDLEMAN ROAD SE - 157	#18026 (90 DEG CORNER)	HILLSIDE DR	1,420	30	4,800	4,300	0	0	0	--
A-CS	2	132ND AVE SE - 154	KING RD SE	RIDGECREST DR SE	2,620	26	7,600	6,900	0	0	0	--
A-CS	3	WILLIAM OTTY RD - 320	HOUSE #11710	129TH AVE	4,550	29	14,700	13,200	0	0	0	--
A-CS	4	OTTY/CAUSEY ROUND-ABOUT - OTCARB	CAUSEY AVE	BACK AT CAUSEY AVE	380	20	900	800	0	0	0	--
A-CS	5	145TH AVE SE - 153	147TH AVE SE	KING RD	2,350	28	7,400	6,600	0	0	0	--
A-CS	6	PADDINGTON RD - PADDRD	#14959 (C/L)	BERKSHIRE AVE	140	24	400	400	0	0	0	--
A-CS	7	BERKSHIRE AVE - BERKAV	BRADFORD RD	100FT NORTH OF PADDINGTON	460	24	1,300	1,200	0	0	0	--
A-CS	8	BRADFORD RD - BRARDR	BERKSHIRE RD	152ND DR	820	24	2,200	2,000	0	0	0	--
<b>TOTAL</b>					<b>12,740</b>			<b>35,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>--</b>

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## TREATMENT 'B' INVENTORY: SLURRY SEAL ONLY

CODE	ID #	STREET NAME	START LOCATION	END LOCATION	LENGTH (LF)	WIDTH (FT)	AREA (SY)	CRACKS* (LF)	STRIPE BAR (SF)	FOG LINE (LF)	STRIPE BUMP (EA)	DESCRIPTION
B-SS	1	PALATIAL COURT - 169	IDELMAN RD	CUL-DE-SAC	470	32	1,700	1,600	10	0	0	Stop Bar(s)
B-SS	2	TYLER RD SE - 158	CITY VIEW DR	WALNUT DR	950	18	1,900	1,800	10	0	0	Stop Bar(s)
B-SS	3	FRENCH ACRES DRIVE - 167	TYLER RD	NORTH DEAD END	500	20	1,200	1,000	10	0	0	Stop Bar(s)
B-SS	4	TORRA VISTA COURT - 168	FRENCH ACRES CT	E DEAD END-DRIVEWAY	200	18	400	400	0	0	0	--
B-SS	5	CRESTHILL ROAD - 176	DORSET LN	CUL-DE-SAC	510	18	1,100	1,000	10	0	0	Stop Bar(s)
B-SS	6	CARTER LN - CARTER	SW CUL-DE-SAC	MT SCOTT BLVD	1,030	25	2,900	2,600	130	0	0	Stop Bar(s)/Crossin
B-SS	7	SPENCER COURT - 331	KIMBERLY COURT	CUL-DE-SAC	310	21	800	700	10	0	0	Stop Bar(s)
B-SS	8	VALEMONT LANE - 213	132ND AVE SE	E DEAD END-DRIVEWAY	980	20	2,200	2,000	10	0	0	Stop Bar(s)
B-SS	9	KANNE ROAD - 216	137TH AVE SE	139TH AVE@ CORNER	450	20	1,000	900	10	0	0	Stop Bar(s)
B-SS	10	MARGIE WAY - 225	BEG OF CURB LOT#8742	PORTLAND VIEW PL	590	22	1,500	1,300	10	0	0	Stop Bar(s)
B-SS	11	133RD PLACE - 228	PORTLAND VIEW PL	CULDESAC	250	22	700	600	10	0	0	Stop Bar(s)
B-SS	12	TARANAHAN DRIVE - 206	RIDGECREST RD	139TH AVE	940	22	2,300	2,100	20	0	0	Stop Bar(s)
B-SS	13	MELITA DRIVE - 239	KING RD	CUL-DE-SAC	680	25	1,900	1,700	10	0	0	Stop Bar(s)
B-SS	14	WATERFORD COURT - 237	SOUTH CUL-DE-SAC	KING RD	1,030	22	2,600	2,300	10	0	0	Stop Bar(s)
B-SS	15	HAPPY VALLEY COURT - 117	HAPPY VALLEY DR	CUL-DE-SAC	150	22	400	400	10	0	0	Stop Bar(s)
B-SS	16	FAWN DRIVE - 268	SPRING MTN DR	WATERLEAF DR	590	25	1,700	1,500	20	0	0	Stop Bar(s)
B-SS	17	RICHMOND COURT - 360	LENORE ST	CUL-DE-SAC	990	23	2,600	2,300	10	0	0	Stop Bar(s)
B-SS	18	BOLTON COURT - 362	LENORE ST	CUL-DE-SAC	520	23	1,400	1,200	10	0	0	Stop Bar(s)
B-SS	19	LUDLOW COURT - 361	LENORE ST	CUL-DE-SAC	790	23	2,100	1,900	10	0	0	Stop Bar(s)
B-SS	20	MIA GARDEN WAY - MIGAWA	TOSCANA PL	147TH AVE	1,220	26	3,600	3,200	10	0	0	Stop Bar(s)
B-SS	21	TOSCANA PL - TOSCPL	MIA GARDEN DR	DEAD END N OF VIOLA V DR	530	26	1,600	1,400	0	0	0	--
B-SS	22	CORTONA WAY - CORTWA	MIA GARDEN DR	VIOLA VINEYARDS DR	350	26	1,100	1,000	20	0	0	Stop Bar(s)
B-SS	23	CATINA PL - CATIPL	MIA GARDEN DR	VIOLA VINEYARDS DR	360	26	1,100	1,000	20	0	0	Stop Bar(s)
B-SS	24	VILLANOVA WAY - VILLAWY	MIA GARDEN DR	VIOLA VINEYARD DR	350	26	1,100	1,000	20	0	0	Stop Bar(s)
B-SS	25	HOLLAND LOOP - HOLLLP	147TH AVE	BADGER CREEK RD	1,870	26	5,500	4,900	40	0	0	Stop Bar(s)
B-SS	26	ANTEA WAY - ANTEWY	FRYE ST	HOLLAND LP	490	26	1,500	1,300	20	0	0	Stop Bar(s)
B-SS	27	FRYE ST - FRYEST	147TH AVE	152ND AVE	1,350	26	3,900	3,600	140	0	1	Stop Bar(s)/Crossin
B-SS	28	IVY CREEK ST - IVCRST	JUBILEE ST	MEADHILL AVE	410	26	1,200	1,100	20	0	0	Stop Bar(s)
B-SS	29	MEADHILL AVE - MEADAV	152ND AVE	MISTY DR	1,460	30	4,900	4,400	20	0	0	Stop Bar(s)
B-SS	30	BARON LOOP - BAROLP	SOUTH MEADHILL AVE INT	NORTH MEADHILL AVE INT	810	26	2,400	2,200	20	0	0	Stop Bar(s)
B-SS	31	149TH TERRACE - 122	OREGON TRAIL DRIVE	ELM PARK DRIVE	640	21	1,500	1,400	10	0	0	Stop Bar(s)
<b>TOTAL</b>					<b>21,770</b>		<b>59,800</b>		<b>660</b>	<b>0</b>	<b>1</b>	<b>--</b>

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## TREATMENT 'C' INVENTORY: CRACK AND SLURRY SEAL

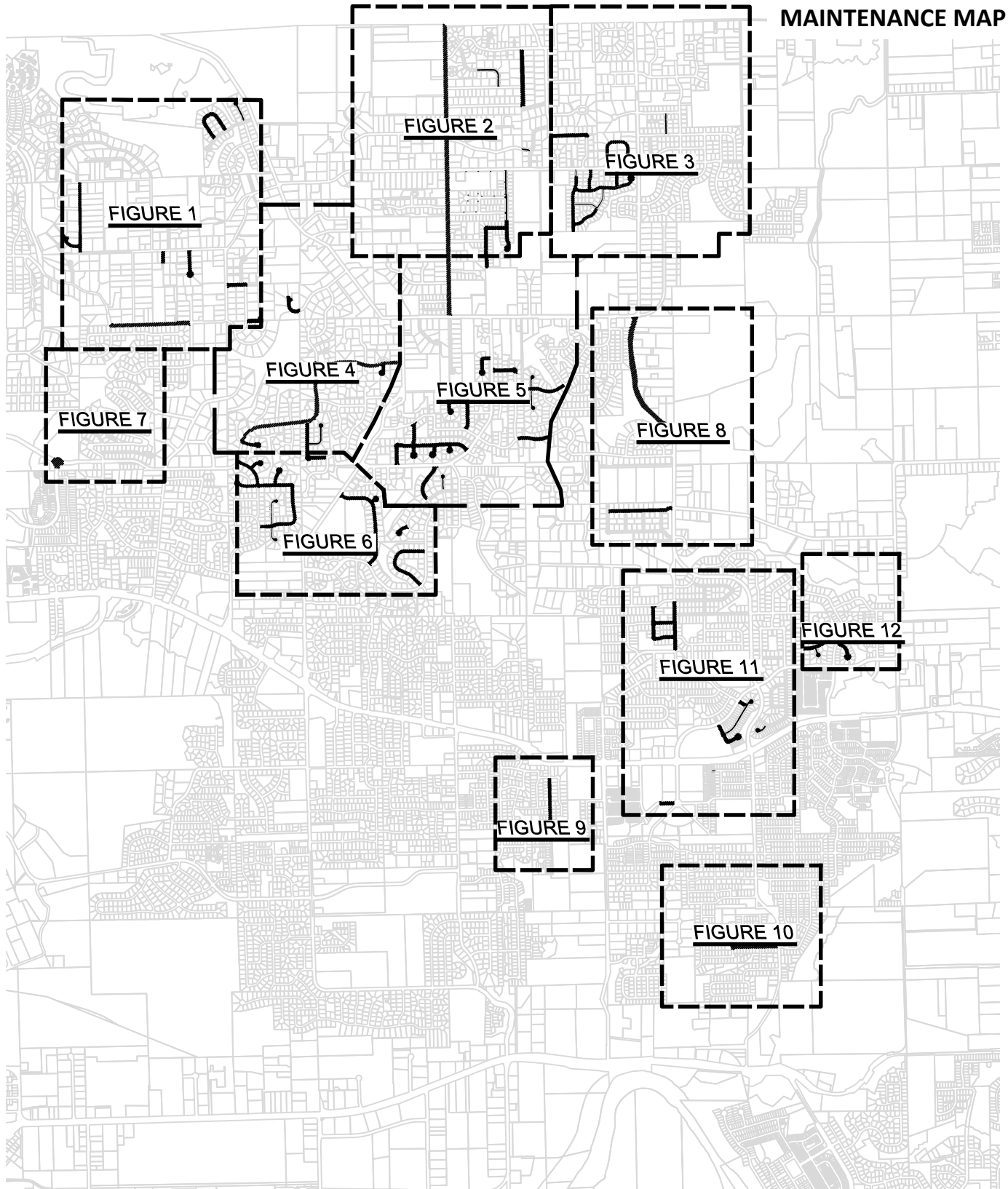
CODE	ID #	STREET NAME	START LOCATION	END LOCATION	LENGTH (LF)	WIDTH (FT)	AREA (SY)	CRACKS* (LF)	STRIPE BAR (SF)	FOG LINE (LF)	STRIPE BUMP (EA)	DESCRIPTION
C-CM	1	CITY VIEW DR - 159	TYLER RD SE	RIDGEWAY DR @ CORNER	480	20	1,100	1,000	0	960	0	Fog Line
C-CM	2	SUNSET VIEW COURT - 163	CITY VIEW DR	NORTH DEAD END	410	22	1,100	1,000	10	0	0	Stop Bar(s)
C-CM	3	TYLER CT - TYLECT	DEAD END S	TYLER RD	400	10	500	400	10	0	0	Stop Bar(s)
C-CM	4	TERRA LINDA COURT - 166	TYLER RD	CUL-DE-SAC	500	22	1,300	1,100	10	0	0	Stop Bar(s)
C-CM	5	HAMILTON LN - HAMILT	CARTER LN	NORTH CUL-SE-SAC	430	25	1,200	1,100	10	0	0	Stop Bar(s)
C-CM	6	GRACE CIR - GRACEC	CARTER LN W INT	CARTER LN E INT	970	25	2,700	2,500	20	0	0	Stop Bar(s)
C-CM	7	LIZZ COURT - 326	OTTY RD NORTH	CUL-DE-SAC	210	20	500	500	10	0	0	Stop Bar(s)
C-CM	8	SYDNEY LANE - 330	WILLIAM OTTY RD	LAMPERT COURT	550	23	1,500	1,300	10	0	0	Stop Bar(s)
C-CM	9	HURSE LANE - 334	OTTY RD NORTH	CUL-DE-SAC	270	21	700	600	10	0	0	Stop Bar(s)
C-CM	10	BETHANY DRIVE - 323	CEDAR WAY	WILLIAM OTTY RD	610	23	1,600	1,500	10	0	1	Stop Bar(s)/Speed E
C-CM	11	CEDAR COURT - 322	BETHANY DR	CUL-DE-SAC	600	23	1,600	1,400	10	0	0	Stop Bar(s)
C-CM	12	DAVID COURT - 308	WILLIAM OTTY RD	CUL-DE-SAC	350	23	900	900	10	0	0	Stop Bar(s)
C-CM	13	119TH DRIVE - 306	150 FT SOUTH OF SOVEREIGN I	WILLIAM OTTY RD	750	23	2,000	1,800	10	0	0	Stop Bar(s)
C-CM	14	ESTHER COURT - 350	119TH DRIVE	CUL-DE-SAC	260	23	700	600	10	0	0	Stop Bar(s)
C-CM	15	SOVEREIGN COURT - 307	119TH DR	CUL-DE-SAC	410	23	1,100	1,000	10	0	0	Stop Bar(s)
C-CM	16	SOVEREIGN DRIVE - 303	119TH DR	NELLA WAY	610	23	1,600	1,500	10	0	0	Stop Bar(s)
C-CM	17	JOHN THOMAS COURT - 305	SOVEREIGN DRIVE	CUL-DE-SAC	350	23	900	900	10	0	0	Stop Bar(s)
C-CM	18	NELLA WAY - 302	HOUSE #12093	SOVEREIGN DRIVE	850	23	2,200	2,000	0	0	0	--
C-CM	19	SUNNY WAY DRIVE - 301	SOUTH CUL-DE-SAC	150 FT NORTH OF NELLA WAY	510	23	1,400	1,200	0	0	0	--
C-CM	20	SUNNY WAY DRIVE - 301	150 FT NORTH OF NELLA WAY	NORTH CUL-DE-SAC	390	23	1,000	900	0	0	0	--
C-CM	21	MARGIE WAY - 225	LUCILLE ST SE	BEG OF CURB-LOT #8742	650	24	1,800	1,600	10	0	0	Stop Bar(s)
C-CM	22	137TH AVENUE - 231	KANNE RD	PORTLAND VIEW PL	1,070	20	2,400	2,200	0	0	0	--
C-CM	23	CALLAHAN ROAD - 214	END OF PAVEMENT LOT#13765	TARANAHAN DR	160	22	400	400	0	0	0	--
C-CM	24	PARKWOOD WAY - 208	100 FT N OF 134TH AVE-PAVE	( RIDGECREST RD	1,470	22	3,600	3,300	10	0	0	Stop Bar(s)
C-CM	25	134TH AVENUE - 233	SOUTH DEAD END	PARKWOOD AVE	1,030	22	2,600	2,300	10	0	0	Stop Bar(s)
C-CM	26	OREGOLD COURT - 129	MT GATE RD	CUL-DE-SAC	450	22	1,100	1,000	10	0	0	Stop Bar(s)
C-CM	27	BECKET STREET - 123	MT GATE RD	ALEXANDER DR	400	22	1,000	900	10	0	0	Stop Bar(s)
C-CM	28	WALDORF LANE - 120	BECKET ST	NORTH DEAD END	180	18	400	400	10	0	0	Stop Bar(s)
C-CM	29	ALEXANDER DRIVE - 118	ROLLING MEADOWS DR	BECKET ST	320	22	800	800	10	0	0	Stop Bar(s)
C-CM	30	ROLLING MEADOWS DRIVE - 114	MT GATE RD	ALEXANDER AVE	1,320	28	4,200	3,700	20	0	0	Stop Bar(s)
C-CM	31	VALLEY WAY - 119	SOUTH CUL-DE-SAC	NORTH CUL-DE-SAC	660	20	1,500	1,400	20	0	0	Stop Bar(s)
C-CM	32	ALTA VISTA DRIVE - 106	ALEXANDER AVE SE	100 FT E OF ROLLING HILLS LN	750	22	1,900	1,700	0	0	0	--
C-CM	33	TROIKA - 126	SNOWFIRE DR	150 FT N OF SUNSPRITE CT	680	22	1,700	1,500	10	0	0	Stop Bar(s)
C-CM	34	SUNSPRITE COURT - 128	TROIKA AVE	CUL-DE-SAC	590	22	1,500	1,300	10	0	0	Stop Bar(s)
C-CM	35	EVENING STAR DR - 246	150 FT W OF PASCALI CT #1319	EAST MT GATE INT	1,660	25	4,700	4,200	20	0	0	Stop Bar(s)
C-CM	36	PASCALI CT - 245	EVENING STAR DR	CUL-DE-SAC	150	20	400	300	10	0	0	Stop Bar(s)
C-CM	37	MOON DUST COURT - 248	EVENING STAR DR	CUL-DE-SAC	230	20	600	500	0	0	0	--
C-CM	38	NORTHSTAR DRIVE - 249	CUL-DE-SAC SOUTH OF EVENIN	DEAD END NORTH OF EVENING ST.	350	20	800	700	0	0	0	--
C-CM	39	SPRING MOUNTAIN DRIVE - 262	LOT #13179-PAVE CHG	MT GATE RD	580	25	1,700	1,500	10	0	0	Stop Bar(s)
C-CM	40	BUCKSKIN COURT - 269	FAWN DRIVE	CUL-DE-SAC	310	22	800	700	10	0	0	Stop Bar(s)
C-CM	41	REDHAWKS LANE - 267	SPRING MTN DR	CUL-DE-SAC	650	22	1,600	1,500	10	0	0	Stop Bar(s)
C-CM	42	HAWKS CREST PLACE - 266	RED HAWKS LN	CUL-DE-SAC	270	22	700	600	0	0	0	--
C-CM	43	DEERFIELD DRIVE - 265	SPRING MTN DR	SPRING MTN DR	1,290	22	3,200	2,900	20	0	0	Stop Bar(s)
C-CM	44	MASA LN - 260	SPRING MTN DR	129TH AVE SE	1,750	22	4,300	3,900	20	0	2	Stop Bar(s)/Speed E
C-CM	45	EMIKO CT - 261	MASA	CUL-DE-SAC	160	20	400	400	0	0	0	--
C-CM	46	SUNSHADOW ST - SUNSHA	139TH AVE	143RD AVE	650	25	1,900	1,700	0	0	0	--
C-CM	47	EMERALD LOOP - 211	RIDGECREST RD	END OF LOOP	1,260	22	3,100	2,800	10	0	0	Stop Bar(s)
C-CM	48	GOLDFINCH WAY - 202	WILLET DR	RIDGECREST RD	310	22	800	700	20	0	0	Stop Bar(s)
C-CM	49	WILLET DRIVE - 201	PLOVER DR	CUL-DE-SAC	1,180	22	2,900	2,600	10	0	0	Stop Bar(s)
C-CM	50	DUNLIN DRIVE - 209	WARBLER PL	WILLET DR	910	22	2,300	2,100	20	0	0	Stop Bar(s)
C-CM	51	PLOVER DRIVE - 204	150 FT S OF DUNLIN DR-GATE	RIDGECREST RD	1,120	22	2,800	2,500	10	0	0	Stop Bar(s)
C-CM	52	WARBLER PLACE - 200	PLOVER DR	DUNLIN DR	430	22	1,100	1,000	20	0	0	Stop Bar(s)
C-CM	53	BITTERN WAY - 203	WILLET DR	RIDGECREST RD	400	22	1,000	900	20	0	0	Stop Bar(s)
C-CM	54	BACHELOR DRIVE - 145	WALLOWA WAY	PEBBLE BEACH DR	390	22	1,000	900	20	0	0	Stop Bar(s)
C-CM	55	VIOLA VINEYARD DR - VIVIDR	TOSCANA PL	147TH AVE	1,170	26	3,400	3,100	20	0	0	Stop Bar(s)
C-CM	56	147TH AVE SE - 111	VISTA HEIGHTS ST	MT RIDGE AVE	920	26	2,700	2,400	130	0	0	Stop Bar(s)/Crossin
C-CM	57	VISTA HEIGHTS ST - VHEIGST	NATALYA ST	147TH AVE	340	25	1,000	900	20	0	0	Stop Bar(s)
C-CM	58	NATALYA ST - NATAST	MT RIDGE AVE	147TH AVE	960	26	2,800	2,500	140	0	0	Stop Bar(s)/Crossin
C-CM	59	VERLIE ST - VERLIST	MIISTY DR	SHAUNTE LN	150	26	500	400	10	0	0	Stop Bar(s)
C-CM	60	SHAUNTE LN - SHAULN	AUTUMNWOOD LN	NE CUL-DE-SAC	830	25	2,400	2,100	0	0	0	--

## TREATMENT 'C' INVENTORY: CRACK AND SLURRY SEAL

CODE	ID #	STREET NAME	START LOCATION	END LOCATION	LENGTH (LF)	WIDTH (FT)	AREA (SY)	CRACKS* (LF)	STRIPE BAR (SF)	FOG LINE (LF)	STRIPE BUMP (EA)	DESCRIPTION
C-CM	61	AUNTUMNWOOD LN - AUWOLN	SE CUL-DE-SAC	SHAUNTE LN	640	25	1,800	1,600	30	0	0	Stop Bar(s)
C-CM	62	KEMPTON CT - KEMPCT	MEADHILL AVE	NW CUL-DE-SAC	230	26	700	600	10	0	0	Stop Bar(s)
C-CM	63	ELM PARK DR - ELPKDR	149TH TERR	#13965 (C/L)	130	24	400	400	0	0	0	--
C-CM	64	OREGON TRAIL DR - ORTRDR	250FT W OF ROUND-ABOUT	SIEBEN/147TH ROUND-ABOUT	250	42	1,200	1,100	10	0	0	Stop Bar(s)
C-CM	65	SWEET VALENTINE DRIVE - 400	155TH AVE	DREAM WEAVER DRIVE	540	25	1,500	1,400	20	0	0	Stop Bar(s)
C-CM	66	SUNRUNNER CT - SUNRCT	SWEET VALENTINE DR	SOUTH CUL-DE-SAC	180	25	500	500	10	0	0	Stop Bar(s)
C-CM	67	DREAM WEAVER COURT - 399	157TH AVE	CUL-DE-SAC	410	25	1,200	1,100	10	0	0	Stop Bar(s)
C-CM	68	CHELSEA MORNING DRIVE - 395	157TH AVE	BLACKSTONE AVE	600	25	1,700	1,500	20	0	0	Stop Bar(s)
<b>TOTAL</b>					<b>41,040</b>		<b>108,400</b>	<b>97,700</b>	<b>960</b>	<b>960</b>	<b>3</b>	<b>--</b>



# **FIGURE 0** **HAPPY VALLEY STREET** **MAINTENANCE MAP**



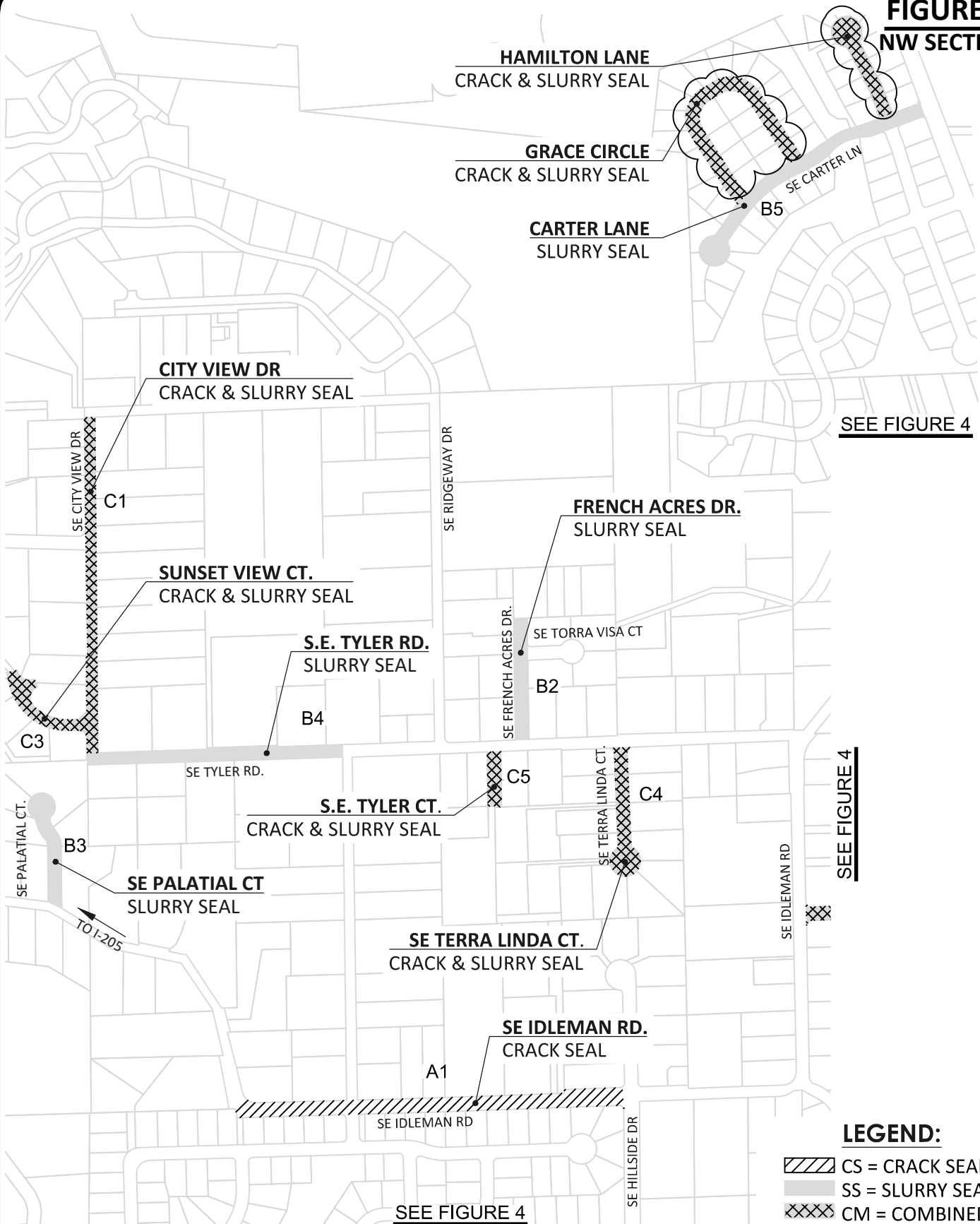
2019 STREET MAINTENANCE PROGRAM  
 CITY OF HAPPY VALLEY  
 CLACKAMAS COUNTY, OREGON

SCALE: 1"=2500'






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 CONSULTING ENGINEERS

**FIGURE 1**  
**NW SECTION**



**LEGEND:**

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

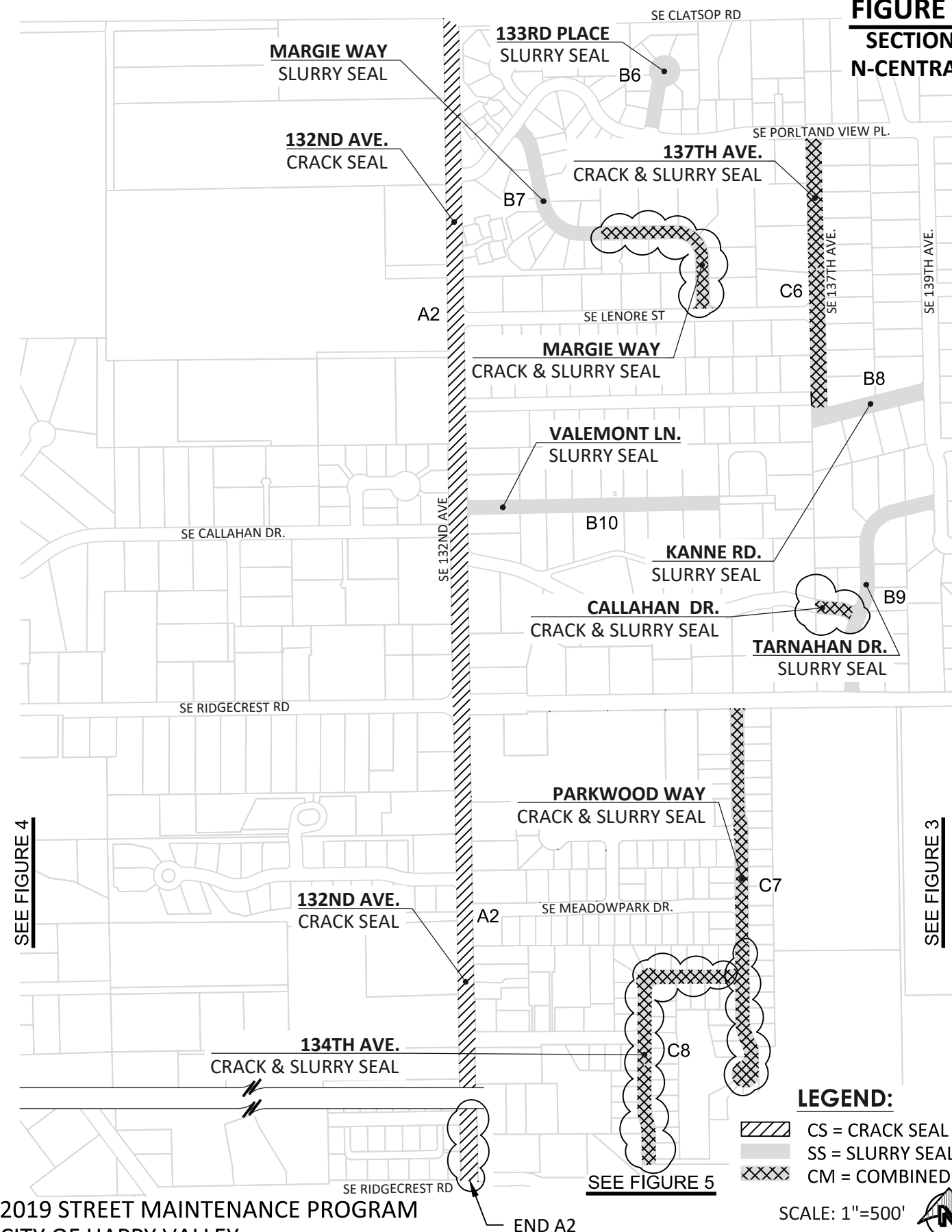
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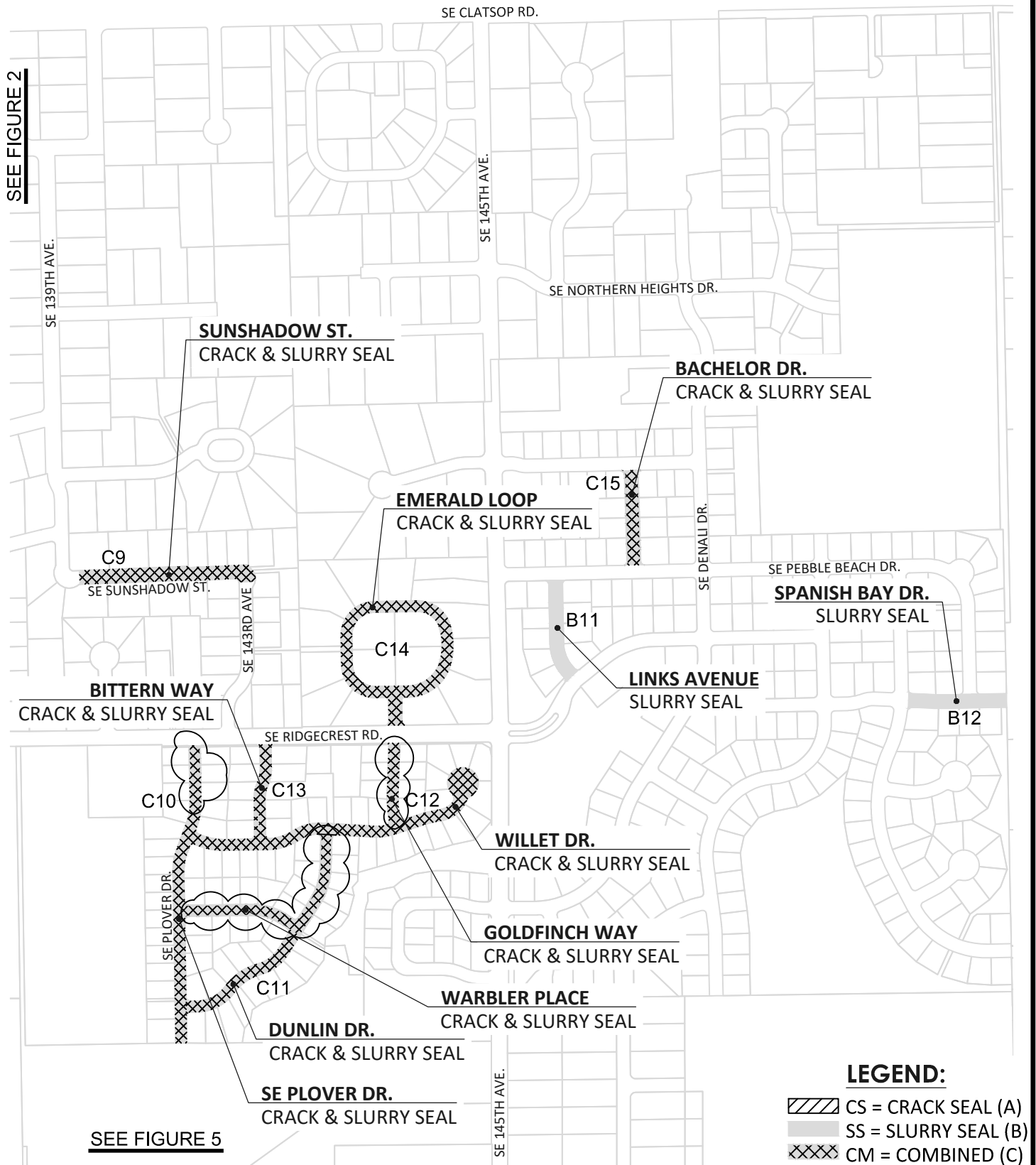
## FIGURE 2 SECTION N-CENTRAL



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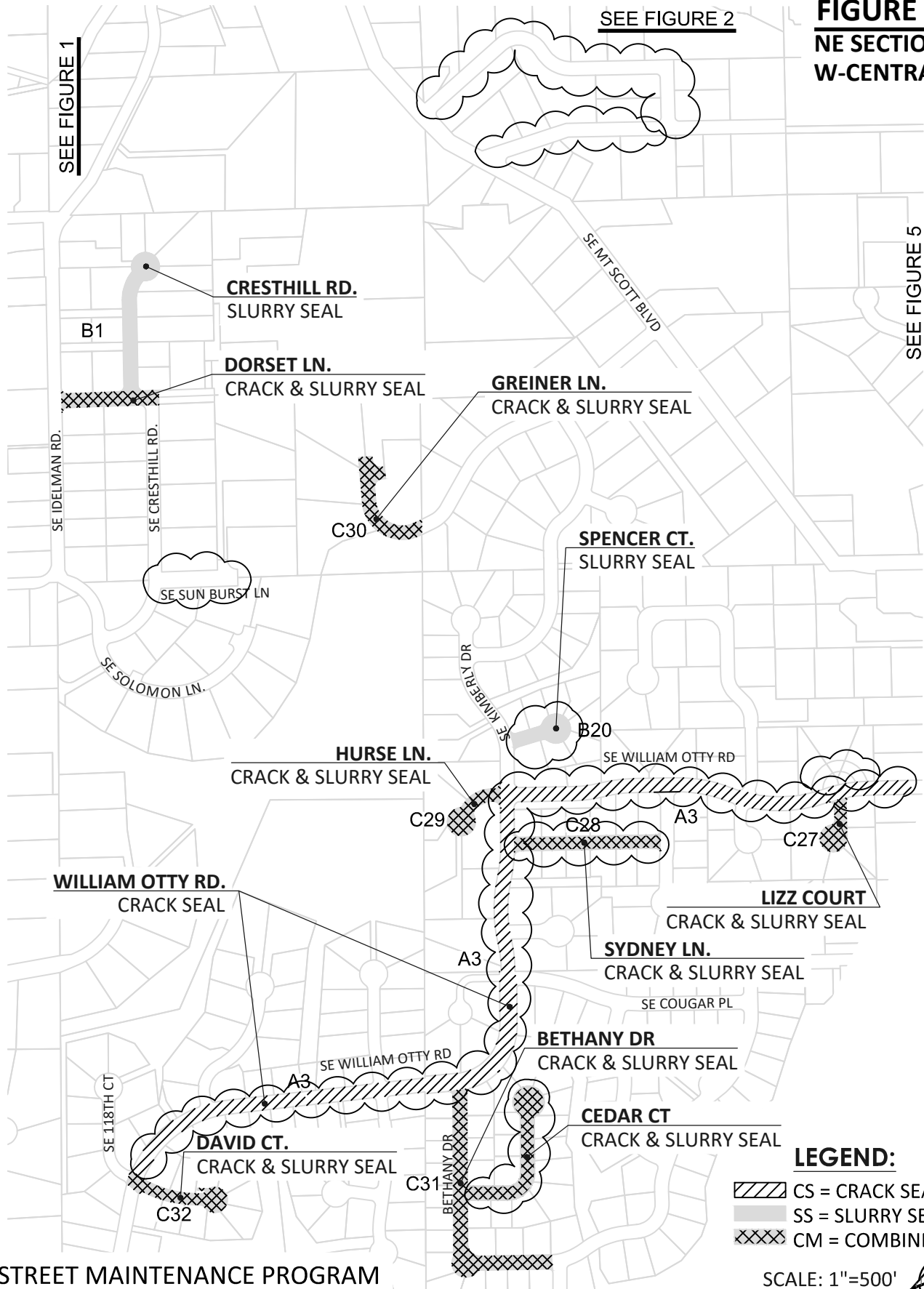
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**FIGURE 3**  
**NE SECTION**






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CITY OF HAPPY VALLEY  
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**FIGURE 4**  
**NE SECTION**  
**W-CENTRAL**



**LEGEND:**

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

SCALE: 1"=500'



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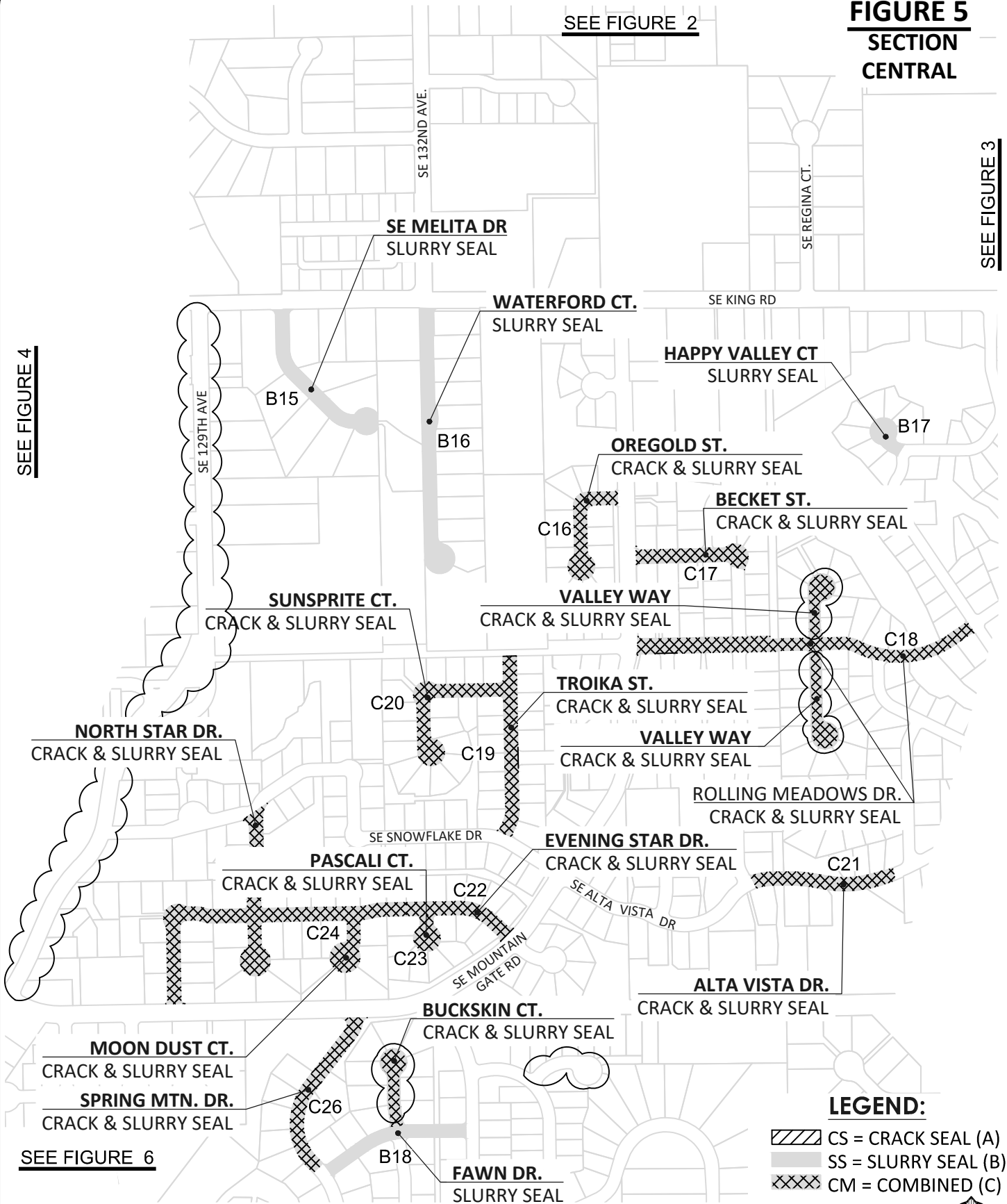
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SEE FIGURE 2

## FIGURE 5 SECTION CENTRAL

SEE FIGURE 3

SEE FIGURE 4

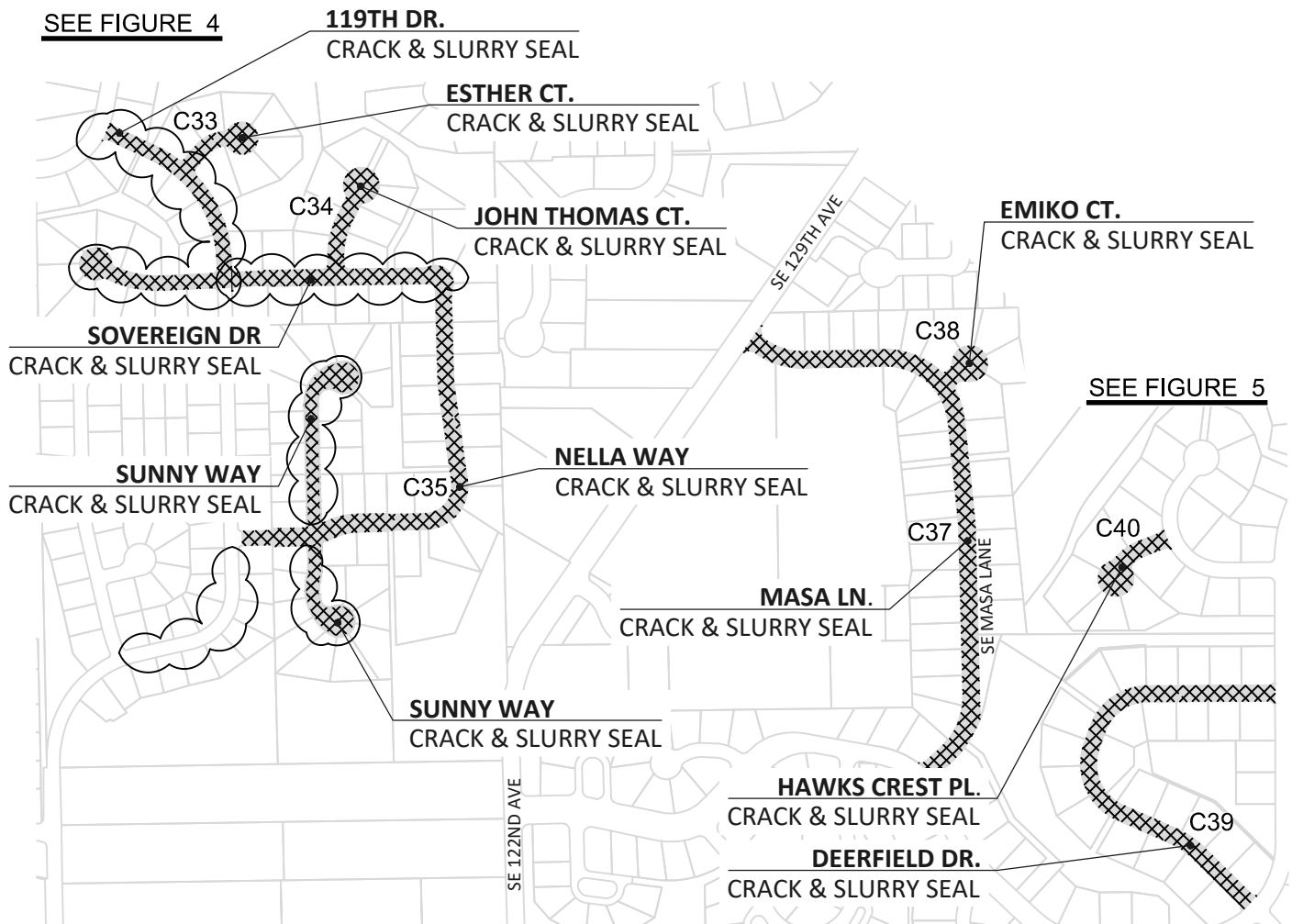


SEE FIGURE 6




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CLACKAMAS COUNTY, OREGON

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# FIGURE 6 SECTION MID-129TH



## LEGEND:

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

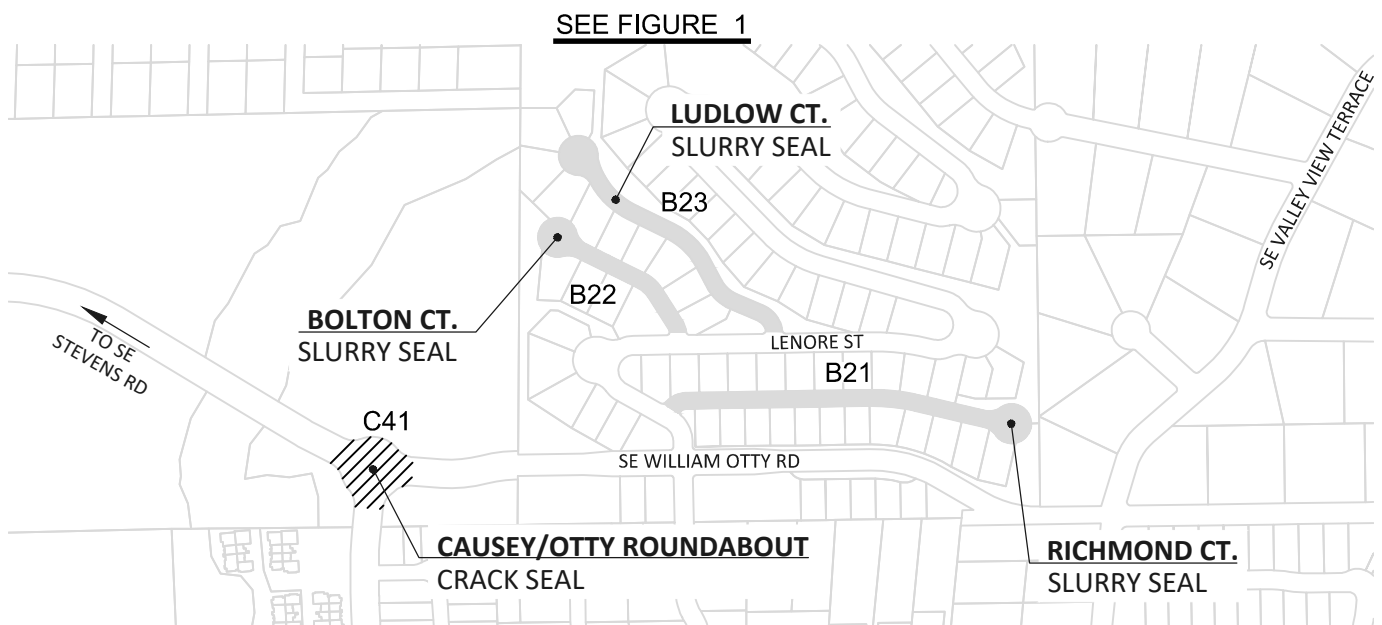
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


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**FIGURE 7**  
**SECTION**  
**MID-WILLIAM OTTY**



**LEGEND:**

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

SCALE: 1"=500'

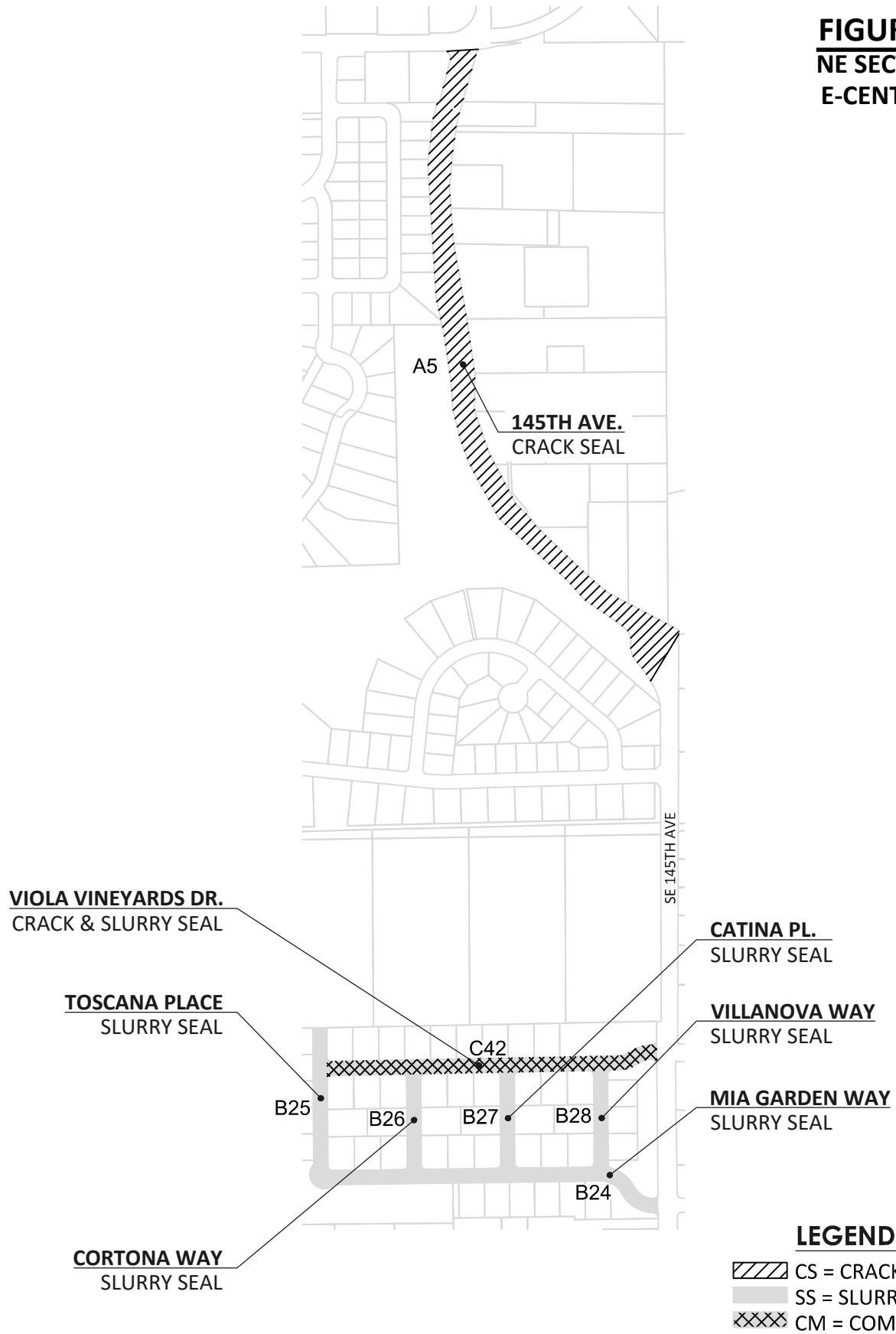


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**FIGURE 8**  
**NE SECTION**  
**E-CENTRAL**

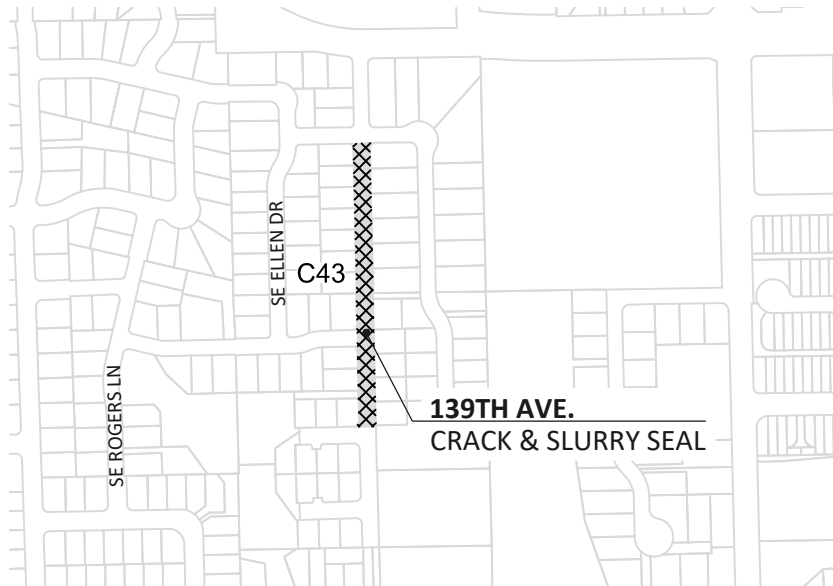


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CITY OF HAPPY VALLEY  
CLACKAMAS COUNTY, OREGON

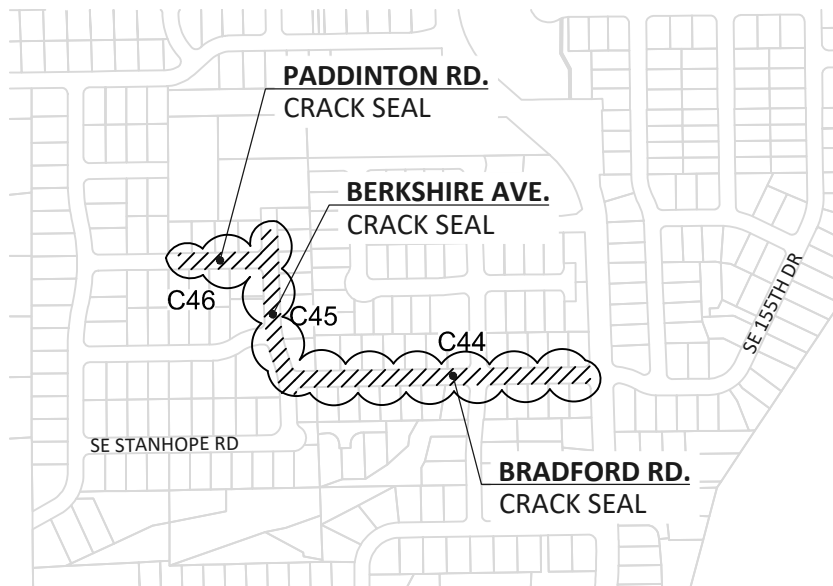
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




**FIGURE 9**  
**SECTION**  
**SUNNYSIDE-W**



**FIGURE 10**  
**SECTION**  
**SUNNYSIDE-SE**

**LEGEND:**

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

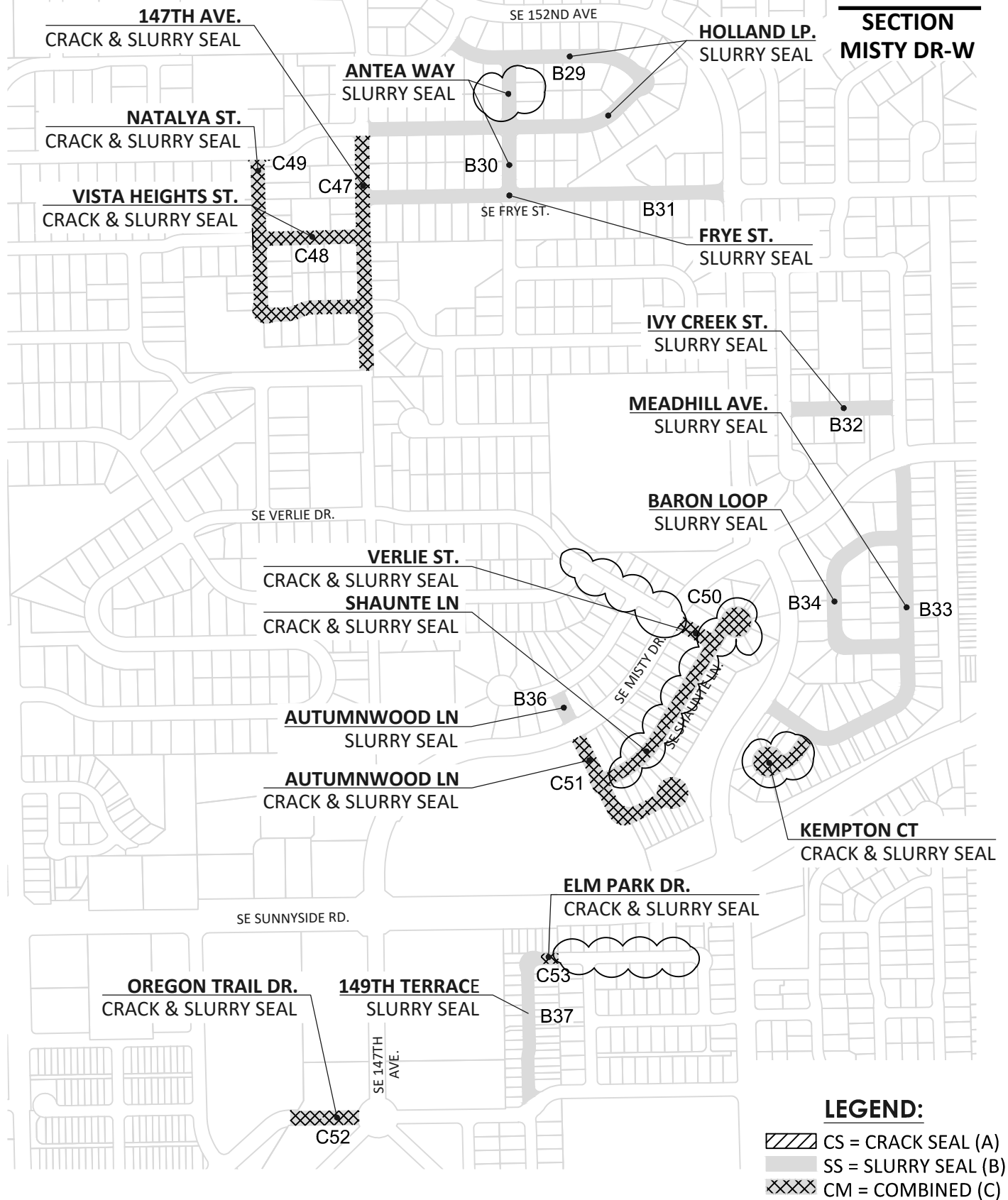
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CITY OF HAPPY VALLEY  
CLACKAMAS COUNTY, OREGON

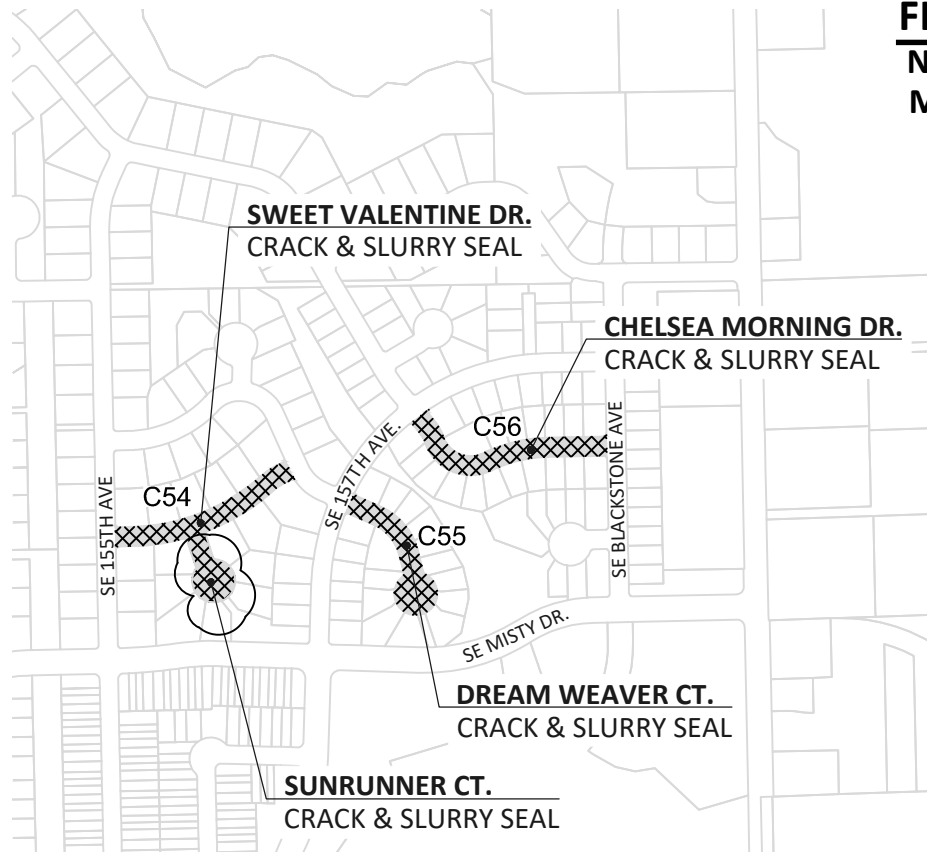
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**FIGURE 11**  
**SECTION**  
**MISTY DR-W**






2019 STREET MAINTENANCE PROGRAM  
CITY OF HAPPY VALLEY  
CLACKAMAS COUNTY, OREGON

**FIGURE 12**  
**NE SECTION**  
**MISTY DR-E**



**LEGEND:**

-  CS = CRACK SEAL (A)
-  SS = SLURRY SEAL (B)
-  CM = COMBINED (C)

SCALE: 1"=500'



2019 STREET MAINTENANCE PROGRAM  
 CITY OF HAPPY VALLEY  
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.  
 CONSULTING ENGINEERS

**SECTION 10**

**CONTRACT FOR SERVICES FORM**

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## **10.1 CONTRACT FOR SERVICES FORM**

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

### **2019 STREET MAINTENANCE PROGRAM (HAPPY VALLEY, OREGON),**

hereinafter called the "PROJECT", 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 **PROJECT**.
- 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 **PROJECT**, 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:  
<https://www.oregon.gov/boli/WHI/PWR/Pages/January-1,-2019-PWR-Rates-.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 submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
  9. The CONTRACTOR must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025-0020(3)
  10. 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)
  11. 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, it's 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 shall complete all required work under the Contract by **Friday, August 30, 2019**.

Once construction on the project has begun, the contractor must reach substantial completion within **30** days of commencing activity. The daily amount of the liquidated damages will be \$500 per Calendar Day\* for failure to meet this deadline and/or for failure to complete work on-time as required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents. The daily amount of the liquidated damages will be at least \$250 but no more than \$400 per Calendar Day\* for failure to open street on time at end of work 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.

X. **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

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