

Mayor  
Honorable Tom Ellis

City Manager  
Jason A. Tuck, ICMA-CM



**Date:** September 30, 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

*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: 2019 Superblock Pedestrian Improvements (Phase 1) CIP-02-19

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

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

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

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

I would like to receive any subsequent addenda via email.

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

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

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

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

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

BID DOCUMENTS  
FOR THE  
**2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS**  
**(PHASE I)**  
**CIP-02-19**

Happy Valley, Oregon  
Sidewalk Construction and Rectangular Rapid Flashing Beacons (RRFB) Concrete Work

**CITY MAYOR & COUNCIL**

Mayor Tom Ellis  
Councilor Brett Sherman, President  
Councilor Markley Drake  
Councilor David Golobay  
Councilor David Emami  
Chris Randall, Public Works Director  
Carol Earle, P.E., Engineering Manager

**CITY BID OPENING**

**DATE:** October 15, 2019  
**PLACE:** City of Happy Valley  
16000 SE Misty Dr  
Happy Valley, OR 97086

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

**SCHEDULE**

INVITATION TO BID ADVERTISED WITH PUBLICATION OF PLAN SET & SPECIFICATIONS	SEPTEMBER 30, 2019
LAST DATE FOR SPECIFICATION PROTEST	OCTOBER 8, 2019
BID OPENING	OCTOBER 15, 2019 <b>2:00 PM</b>
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM SUBMISSION	OCTOBER 15, 2019 <b>4:00 PM</b>
TENTATIVE CONTRACT AWARD	WITHIN 14 DAYS OF BID OPENING
LAST DATE TO PROTEST AWARD	7 DAYS AFTER NOTICE OF INTENT TO AWARD

## TABLE OF CONTENTS

SECTION 1	<b>INVITATION TO BID.....</b>	<b>5</b>
SECTION 2	<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>9</b>
SECTION 3	<b>BIDDING SUBMITTALS.....</b>	<b>19</b>
	BID PROPOSAL .....	21
	BID SCHEDULE.....	25
	FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM .....	29
SECTION 4	<b>BID BOND.....</b>	<b>31</b>
SECTION 5	<b>PERFORMANCE AND PAYMENT BONDS .....</b>	<b>35</b>
	PERFORMANCE BOND.....	37
	PAYMENT BOND.....	41
SECTION 6	<b>CERTIFICATE OF INSURANCE .....</b>	<b>45</b>
SECTION 7	<b>PREVAILING WAGE RATES (BOLI) .....</b>	<b>49</b>
SECTION 8	<b>STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS .</b>	<b>53</b>
	INTRODUCTION .....	55
	SPECIAL PROVISIONS FOR ROAD & HIGHWAY CONSTRUCTION .....	5
SECTION 9	<b>PLANS, DRAWINGS AND EXHIBITS .....</b>	<b>95</b>
SECTION 10	<b>CONTRACT FORM .....</b>	<b>99</b>

***This Page Intentionally Left Blank***

**SECTION 1**  
**INVITATION TO BID**

***This Page Intentionally Left Blank***



## **INVITATION TO BID**

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

### **2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE I) CIP-02-19**

**BID OPENING**

**OCTOBER 15, 2019 at 2:00 PM**

**FIRST TIER SUBCONTRACTOR  
DISCLOSURE FORM DUE**

**OCTOBER 15, 2019 at 4:00 PM**

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

The proposed pedestrian improvements project includes construction of four separate sections of new sidewalk, curb improvements and three rapid rectangular flashing beacon assembly (RRFB) bases and concrete flatwork. Sidewalk construction includes both planter strip and curb tight type for a total linear sidewalk footage of 650 feet. The project includes approximately 375 linear feet of type "C" curb and 275 feet of curb and gutter. Incidental improvements with the new sidewalk sections include storm drainage improvements, paving, retaining wall and fencing construction, ADA ramp retrofitting and minor landscaping restoration. The project also includes installation of 3 RRFB concrete bases along with concrete flatwork, signage, striping and ADA ramp retrofitting. The Owner will provide and install the RRFB assemblies except for the concrete base. The Contractor shall be responsible for all concrete base procurement and installation, concrete flat work, signage, striping and ADA ramp retrofitting for the RRFBs.

Construction may begin on or after October 30<sup>th</sup>, 2019 and substantial completion is to be completed no later than January 31<sup>st</sup>, 2020. Once construction on the project has begun, the contractor must reach substantial completion within 92 days of commencing activity.

To perform work, bidders must be prequalified with the Oregon Department of Transportation for the class of work "Miscellaneous Highway Appurtenances". Proof of prequalification must be submitted to the City by 2:00 PM OCTOBER 15<sup>TH</sup>, 2019.

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

This is a public work contract subject to ORS 279C. 800 to 279C.870 prevailing rate of wage requirements.

Bid documents can be obtained at the City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086, phone (503) 783-3800. **Hours of operation are Monday through Friday from 8 AM to 5 PM.** Bid documents are also available on the City's website for downloading. Sealed bids are to be sent to Carol Earle - Engineering Manager at the Misty Drive address. Bids will be opened at the Misty Drive address at the designated time.

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

Carol Earle, Engineering Manager  
CITY OF HAPPY VALLEY

DATED the 30<sup>th</sup> of September 2019

Published: Daily Journal of Commerce – September 30, 2019

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

***This Page Intentionally Left Blank***

## INSTRUCTIONS TO BIDDERS

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

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

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

Bidders 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 for the class of work described in the bid documents. Proof of prequalification must be submitted to the City by 2:00 PM October 15<sup>nd</sup>, 2019.**

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

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally, the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

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

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

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

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional

compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

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

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

#### **2.5 LAWS AND REGULATIONS:**

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

#### **2.6 WAGE RATES:**

If the contract is for a public work subject to ORS 279C.800 to 279C.870, the Davis-Bacon Act (40 U.S.C. 3141 et seq.), or both the state and federal prevailing rates of wage, no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.S00 through ORS 279C.S70 or 40 U.S.C. 3141 et seq. are to be complied with. The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with ORS 279C.838 and 279C.840.

#### **2.7 BID GUARANTY:**

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

## **2.8 PREPARATION OF BIDS:**

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

Alternative bids will not be considered unless specifically called for.

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 the Bidding Documents.

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

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

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

## **2.9 SPECIFICATION LIMITING COMPETITION:**

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

**Carol Earle, PE, Engineering Manager  
c/o Sheri Markwardt, PE Project Manager  
City of Happy Valley  
16000 SE Misty Drive  
Happy Valley, OR 97086  
503-783-3815**

Such comments shall be submitted no later than **4:00 PM October 15<sup>th</sup>, 2019**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Engineering Manager.

## **2.10 PROTEST OF AWARD:**

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

**Right to Protest.** Any actual bidder who is adversely affected or aggrieved by the City's Notice of Intent to Award to another bidder on the same solicitation shall have seven calendar days after Notice of Intent to Award to submit to the City Engineering Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

## **2.11 SUBMISSION OF BIDS:**

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

## **2.12 SUBCONTRACTORS:**

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

**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. See the form provided in Section 3.

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

**2.13 RECEIPT AND OPENING OF BIDS:**

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

**2.14 WITHDRAWAL OF BIDS:**

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

**2.15 PRESENCE OF BIDDERS AT OPENING:**

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

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

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

**2.17 AWARD OF CONTRACT:**

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

In determining the lowest responsible bidder, the City shall, pursuant to ORS 279A.120 for the purposes of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in

this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

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

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

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

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

### **2.19 SURETY BOND:**

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

The Contractor also agrees that at the completion of the project and prior to 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 years from the date of acceptance.

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

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

## **2.21 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.

***This Page Intentionally Left Blank***

**SECTION 3**

**BID PROPOSAL  
BID SCHEDULE  
SUBCONTRACTOR FORM**

***This Page Intentionally Left Blank***

**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 the Standard Specifications and Special Provisions, Plans and Drawings and read the Instructions to Bidders, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE I) CIP-02-19** in accordance with the said Specifications herein for the bid prices set forth in the Schedule of Bid Prices attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

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

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

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

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

(c) That the provisions required by ORS 279C.800 through ORS 279C.870 relating to Prevailing Wage Rates shall be complied with.

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

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

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

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

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

**(i)** I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 as applicable.

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

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

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

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

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

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

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



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

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

**Contractor shall check if in compliance:**

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

**Contractor shall check applicable box:**

Resident Bidder, as defined in ORS 279A.120

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

**CONSTRUCTION CONTRACTORS REGISTRATION**

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

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

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

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

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**(If Sole Proprietor or Partnership)**

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

**SCHEDULE OF VALUES FORM – (2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19**

**PROJECT NAME:** 2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19

**DATE:** OCTOBER 22, 2019

*BASIC BID SCHEDULE*

Bid Item	Description	Quantity	Units	Unit Price	Total
<b>A.</b>	<b>Site Preparation</b>				
A.1	Mobilization	1	LS		
A.2	Temporary Protection & Direction of Traffic	1	LS		
A.3	Erosion and Sediment Control	1	LS		
A.4	Saw Cut AC & Concrete	700	LF		
A.5	Common Excavation	60	CY		
A.6	Sidewalk, Driveway, Asphalt, Misc. Structures Demolition	300	SY		
A.7	¾" Crushed Rock Fill	60	CY		
A.8	Landscape Area Hydroseeding	200	SY		
A.9	Landscape Area Topsoil Placement, 6" Thickness Per City Detail	50	CY		
A.10	ODOT TM 457 Concrete Pedestals (Two per RRFB Installation for three RRFB Installations)	6	Ea.		
A.11	R1-5B Signs for RRFB Installations, includes installation	6	Ea.		
A.12	4" Pipe Bollard Per City detail to protect RRFB	12	Ea.		
	<b>Subtotal Site Preparation</b>				
<b>B.</b>	<b>Paving &amp; Surfacing</b>				
B.1	¾" Minus Leveling Course (3" Deep)	200	SY		
B.2	1- ½" Minus Crushed Rock Base (9" Deep)	200	SY		
B.3	Concrete Curb & Gutter including 4" of Leveling Rock	275	LF		
B.4	6" Wide Type "C" Concrete Curb with 2" of Leveling Rock, includes RRFBs	375	LF		
B.5	4" Concrete Sidewalks including Excavation and 2" Leveling Rock, Includes RRFB sites and ADA Ramps	405	SY		
B.6	6" Concrete Driveways, including Welded Wire Fabric and 2" Leveling Rock	70	SY		
B.7	ADA Detectable Warning Tile	6	Ea.		
B.8	½" Dense Mix AC Pavement, Level 2	60	Tons		
B.9	Geotextile Fabric	175	SY		

B.10	6" Wide White Thermoplastic Striping	250	LF	_____	_____
B.11	Thermoplastic Striping, Cross Walks and Stop Bars for RRFBs	3	Ea.	_____	_____
<b>Subtotal Paving &amp; Surfacing</b>				_____	_____

---

<b>C.</b>	<b>Specialties</b>				
C.1	42" Black Vinyl Coated Chain Link Fencing and 4' Gate	95	LF	_____	_____
C.2	Manorstone Block Retaining Wall (Exposed Vertical Face of Wall)	180	SF	_____	_____
C.3	Concrete Stairway and Railings	1	Ea.	_____	_____
C.4	Short Side Service Reconnection, including sawcut, excavation & select backfill, meter box, saddle, corp. 10 LF of 3/4" copper service line and angled meter stop	2	Ea.	_____	_____
<b>Subtotal Specialties</b>				_____	_____

---

<b>D.</b>	<b>Storm Drainage</b>				
D.1	12" Diameter HDPE Pipe, including Excavation & Select Backfill	95	LF	_____	_____
D.2	15" Diameter HDPE Pipe, including Excavation & Select Backfill	60	LF	_____	_____
D.3	Remove Existing Catch Basins, Headwall and Storm Line	3	Ea.	_____	_____
D.4	G2 CB and connection to existing pipeline	1	Ea.	_____	_____
D.5	G2 CB and connection to new storm line	1	Ea.	_____	_____
D.6	Storm Manhole, including line connections, excavation and select backfill	2	Ea.	_____	_____
<b>Subtotal Storm Drainage:</b>				_____	_____

**BASIC BID (SECTIONS A+B+C+D):**  
**TOTAL AMOUNT** \_\_\_\_\_

SEE FOLLOWING PAGE FOR TOTAL BID AMOUNT, BIDDER INFORMATION, AND BIDDING INSTRUCTIONS

**BASIC BID TOTAL AMOUNT (Printed)** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

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

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

**Please use this form to submit Bid**  
**Bids Due no later than 2:00 PM on October 15<sup>th</sup>, 2019**  
**mailed or delivered to City of Happy Valley, 16000 SE Misty Drive**  
**Attn: Carol Earle, Engineering Manager**

***This Page Intentionally Left Blank***

**FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM**

**PROJECT NAME:** 2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS  
(PHASE 1) CIP-02-19

**BID OPENING:**      **Date:** October 15<sup>th</sup>, 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:**

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

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

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) _____	\$ _____	_____

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**

***This Page Intentionally Left Blank***

**BID BOND**

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

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

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

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

***This Page Intentionally Left Blank***

**SECTION 5**  
**PERFORMANCE AND PAYMENT BONDS**

***This Page Intentionally Left Blank***

**PERFORMANCE AND PAYMENT BONDS  
PERFORMANCE BOND**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

THE CONDITION OF THIS BOND IS SUCH THAT

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

the PRINCIPAL herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid", the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

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

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

(a) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

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

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

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PRINCIPLE



WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SURETY

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

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

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

***This Page Intentionally Left Blank***

**PERFORMANCE AND PAYMENT BONDS  
PAYMENT BOND**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

THE CONDITION OF THIS BOND IS SUCH THAT

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

(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 entered into it contract with the OBLIGEE which contract documents consist of the "Invitation to Bid", the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate or Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", "the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

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

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

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

(b) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEEES, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (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.

***This Page Intentionally Left Blank***

**SECTION 6**  
**CERTIFICATE OF INSURANCE**

***This Page Intentionally Left Blank***



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).

***This Page Intentionally Left Blank***

**SECTION 7**  
**PREVAILING WAGE RATES (BOLI)**

***This Page Intentionally Left Blank***

**2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19  
PROJECT**

**PREVAILING WAGES**

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

Prevailing Wages applicable to this project can found electronically at:

<http://www.oregon.gov/boli/WHD/PWR/Pages/January-1%2c-2018-PWR-Rates.aspx> and is titled as:

**“July 1, 2019 Prevailing Wage Rates for Public Works Contracts in Oregon”**

Including the following publications and amendments:

**“Definitions of Covered Occupations for Public Works Contracts in Oregon, Effective January 1, 2019”**

**No Prevailing Wage Rate Amendments effective for the July 1, 2019 Publication**

**Applicable amendments adopted prior to July 1, 2019.**

***This Page Intentionally Left Blank***

**SECTION 8**  
**STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**

***This Page Intentionally Left Blank***



## **STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**

### **8.1 INTRODUCTION**

This overall proposed pedestrian improvements project is comprised of four new separate sidewalk sections, installation of three RRFB assembly concrete bases and sitework, asphalt paving and miscellaneous drainage and structural improvements. The project is one schedule:

#### **Basic Bid: 2019 Superblock Pedestrian Improvements Phase I**

The proposed pedestrian improvements project includes construction of four separate sections of new sidewalk, curb improvements and three rapid rectangular flashing beacon assemblies (RRFB) bases and concrete flatwork. Sidewalk construction includes both planter strip and curb tight type for a total linear sidewalk footage of 650 feet. The project includes approximately 375 linear feet of type "C" curb and 275 feet of curb and gutter. Incidental improvements with the new sidewalk sections include storm drainage improvements, paving, retaining wall and fencing construction, ADA ramp retrofitting and minor landscaping restoration. The project also includes installation of 3 RRFB concrete bases along with concrete flatwork, signage, striping and ADA ramp retrofitting. The Owner will provide and install the RRFB assemblies except for the concrete base. The Contractor shall be responsible for all concrete base procurement and installation, concrete flat work, signage, striping and ADA ramp retrofitting for the RRFB installations.

Construction may begin on or after October 30<sup>th</sup>, 2019 and is to be completed no later than January 31<sup>st</sup>, 2020. Once construction on the project has begun, the contractor must reach substantial completion within 92 days of commencing activity.

### **8.2 QUESTIONS**

Questions relating to the project shall be addressed to: **Carol Earle, P.E., Engineering Manager, City of Happy Valley, (503) 783-3815.**

***This Page Intentionally Left Blank***

**SPECIAL PROVISIONS  
FOR ROADWAY AND HIGHWAY CONSTRUCTION**

**2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS  
(PHASE I) CIP-02-19  
PROJECT**

Sidewalk Construction, Paving, Concrete Curbs, Pedestrian  
Beacon Installation Sitework, Retaining Wall, Storm Drainage &  
Pavement Markings

**CITY OF HAPPY VALLEY, OREGON**

**September 2019**

***This Page Intentionally Left Blank***

## TABLE OF CONTENTS FOR SPECIAL PROVISIONS

DESCRIPTION OF WORK.....	61
APPLICABLE SPECIFICATIONS.....	61
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS .....	63
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES.....	65
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT.....	70
SECTION 00140 - SCOPE OF WORK .....	72
SECTION 00150 - CONTROL OF WORK .....	72
SECTION 00160 - SOURCE OF MATERIALS .....	75
SECTION 00165 - QUALITY OF MATERIALS .....	75
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES .....	76
SECTION 00180 - PROSECUTION AND PROGRESS .....	77
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES.....	79
SECTION 00195 - PAYMENT.....	80
SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS .....	81
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC.....	82
SECTION 00225 - WORK ZONE TRAFFIC CONTROL .....	83
SECTION 00280 - EROSION AND SEDIMENT CONTROL .....	84
SECTION 00290 - ENVIRONMENTAL PROTECTION.....	84
SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS .....	85
SECTION 00320 - CLEARING AND GRUBBING .....	85
SECTION 00330 - EARTHWORK.....	85
SECTION 00350 - GEOSYNTHETIC INSTALLATION .....	86
SECTION 00405 - TRENCH EXCAVATION, BEDDING AND BACKFILL .....	86
SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON AND IRRIGATION PIPE.....	87
SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS.....	87
SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES .....	87
SECTION 00495 - TRENCH RESURFACING .....	88
SECTION 00596 - PREFABRICATED MODULAR RETAINING WALLS.....	88
SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS .....	88
SECTION 00730 - EMULSIFIED TACK COAT .....	88
SECTION 00744 - ASPHALT CONCRETE PAVEMENT .....	89
SECTION 00759 - MISCELLANEOUS PORTLAND CONCRETE STRUCTURES....	90
SECTION 00815 - BOLLARDS.....	91
SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS – DURABLE .....	91

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS .....	92
SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS .....	92
SECTION 00930 - METAL SIGN SUPPORTS .....	92
SECTION 00940 - SIGNS .....	92
SECTION 001030 - SEEDING .....	93
SECTION 001040 - PLANTING .....	93
SECTION 001050 - FENCES .....	93
SECTION 001170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER .....	93
SECTION 002415 - PLASTIC PIPE .....	93
SECTION 003010 - FENCING MATERIALS.....	94

**SPECIAL PROVISIONS  
DESCRIPTION OF WORK**

**2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS PHASE I  
PROJECT**

Concrete Sidewalk, Paving, Concrete Curbs, Pedestrian Beacon Installation Sitework  
and Pedestal Installation, Retaining Wall, Drainage Improvements, ADA Retrofit  
City of Happy Valley

This overall proposed pedestrian improvements project is comprised of four new separate sidewalk sections and site work for three RRFB sites including RRFB base installation. The project is one schedule:

Basic Bid: 2019 Superblock Pedestrian Improvements Phase I

The proposed pedestrian improvements project includes construction of four separate sections of new sidewalk, curb improvements and three rapid rectangular flashing beacon assemblies (RRFB) bases and concrete flatwork. Sidewalk construction includes both planter strip and curb tight type for a total linear sidewalk footage of 650 feet. The project includes approximately 375 linear feet of type "C" curb and 275 feet of curb and gutter. Incidental improvements with the new sidewalk sections include storm drainage improvements, paving, retaining wall and fencing construction, ADA ramp retrofitting and minor landscaping restoration. The project also includes installation of 3 RRFB concrete bases along with concrete flatwork, signage, striping and ADA ramp retrofitting. The Owner will provide and install the RRFB assemblies except for the concrete base. The Contractor shall be responsible for all concrete base procurement and installation, concrete flat work, signage, striping and ADA ramp retrofitting for the RRFBs.

Construction may begin on or after October 30<sup>th</sup>, 2019 and substantial completion is to be completed no later than January 31<sup>st</sup>, 2020. Once construction on the project has begun, the contractor must reach substantial completion within 92 days of commencing activity.

**APPLICABLE SPECIFICATIONS**

The Specification that is 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 number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety. Unless specifically noted in these Special

Provisions, all specification included in the 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**

The Class of Work for this Project is: **Miscellaneous Highway Appurtenances.**



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

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

**00110.10 Abbreviations** – Add abbreviation(s) as follows:

UNC - Utility Notification Center

**00110.20 Definitions** – Add or modify definitions as follows:

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

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

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

**Bid 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 this sub-section and replace with the following:

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

**00120.01 General Bidding Requirements** – Delete 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 this sub-section and replace with the following:

Bid documents can be purchased for \$20 at the City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086, phone (503) 783-3800. Hours of operation are **Monday through Friday from 8 AM to 5 PM**. Bid documents are also available on the City's website for downloading.

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 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** – Delete paragraph (f) in this sub-section and replace with the following:

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

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

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

The disclosure of first-tier subcontractors shall include:

(a) The name of each subcontractor; and

(b) The dollar value of work; and

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

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

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

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

**00120.45 Submittal of Bids** - Delete 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.

**00120.60 Revision or Withdrawal of Bids** - Delete 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:

- Return of the number of signed bids or the number of other documents required by the bid documents;
- Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- Failure to acknowledge receipt of an addenda to the bid documents, but only if:
  - it is clear from the bid that the bidder received the addenda and
  - intended to be bound by its terms, or;
  - the addenda involved had a negligible effect on price, quality, quantity, or delivery.

(2) Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.

(3) Mistakes Where Intended Correct Bid is not Evident - The City will not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

**00120.70 Rejection of Nonresponsive Bids** – Delete this sub-section and replace with the following:

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

- The bid schedule(s) (SECTION 3, BID DOCUMENTS) provided is not used or is altered.
- The bid is incomplete or incorrectly completed.
- The bid has unauthorized additions, deletions, alternate bids, or conditions.
- A member of a joint venture and the joint venture submit bids for the same project. Both bids may be rejected.
- The bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each erasure, change, or correction is not initialed.
- The price per unit cannot be determined.
- The Department finds that it is in the public interest to do so (ORS 279.035).
- The bid guaranty is insufficient or improper.
- The standard bid bond form is not used or is altered.
- Pre-Qualification submission requirements are not met.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

**00120.80 Reciprocal Preference for Oregon Resident Bidders** – Delete this sub-section .

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

## END OF SECTION

### SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

**00130.00 Consideration of Bids** – Delete the third paragraph of this sub-section.

**00130.10 Award of Contract** – Delete 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:

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

**00130.15 Right to Protest Award** – Delete this sub-section and replace with the following:

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

**00130.30 Contract Booklet** – Add the following to the end of this sub-section:

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



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

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

See Bid Documents. (SECTIONS 5 THROUGH 10)

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

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

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

## END OF SECTION

## SECTION 00150 - CONTROL OF WORK

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

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

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

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

**00150.15 Construction Stakes, Lines and Grades:** Delete and replace the 1<sup>st</sup> (first) bullet of sub-section **00510.15(b) – Agency Responsibilities** with the following bullet points:

- 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:** Modify sub-section 00150.35(c)(1) and (c)(2) as follows:

**(c)(1) Paper Submittals:** Add the following to this sub-section:

Drawing dimensions of 22 by 34 inches are allowed.

**(c)(2) Electronic Submittals:** Delete and replace this sub-section 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:** Modify sub-section **00150.50(a), (c), (f)** as follows:

**(a) General:** Add the following to 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 to 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 shall be notified by the Contractor prior to relocation of existing meters. The Contractor shall provide SWA 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 the following to this sub-section:

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 to 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** – Modify this sub-section as follows:

**(a) All Materials** – Delete last two paragraphs regarding DBE suppliers.

**00160.20 Preferences for Materials** - Add "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:

Delete **Sub-Sections 00165.10 through 00165.91**

**END OF SECTION**

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

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

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

This project is to be constructed in City of Happy Valley 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(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "Contract for Services" agreement.

**00170.70 Insurance** – Delete 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 and bullets 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(b)(2) Warranties for Local Agency Projects** – Revise as follows:

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

**END OF SECTION**

## SECTION 00180 - PROSECUTION AND PROGRESS

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

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

**00180.20 Subcontracting Limitations** – Delete sub-section 00180.20(d).

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

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

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

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.

Add the following sub-section 00180.40(c):

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

<b>Limitations</b>	<b>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:

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

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

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

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

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

**00180.50(h) Contract Time** – Construction may begin on or after November 15, 2019 and is to be completed no later than February 15, 2020. Once construction on the project has begun, the contractor must reach substantial completion within 90 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** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the City Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on



this project. If the City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

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

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

Substantial Completion to be done under the Contract by January 31, 2020. The daily amount of the liquidated damages will be \$500 per Calendar Day\* for failure to complete work on-time as required by 180.50(h).

\*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:** Delete and replace subsection 00190.20(g) with the following:

The Contractor must provide a weigh technician. 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 sub-sections 00195.50(a), (b), and (c) as follows:

**00195.50(a) Progress Payments** – Modify sub-sections 00195.50(a)(1) and (4) as follows:

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

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

**(4) Limitations on Value of Work Accomplished** – In the first sentence, change “Engineer’s estimate” to “Contractor’s estimate”.

**00195.50 (b) Retainage** – Delete the first paragraph of sub-section and replace with:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished and will be retained in one of the forms specified in sub-section 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

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

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.

**00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond)** - Delete this sub-section and replace as follows:

**00195.50(c)(2) Cash, Alternate B (No Interest Earned)** - Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

## **END OF SECTION**

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

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

**00199.30 Claims Procedure** – Add the sentence(s) to this sub-section prior to sub-sections 00199.30(a) through (d):

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

**00199.40 Claim Review Procedure** - Delete this sub-section and replace as follows:

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** – Modify this sub-section as follows:

Add the following entry to the end of the bullet list in sub-section 00220.02(b):

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

Add the following entry to the end of the bullet list in sub-section 00220.02(c):

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

**00220.40(e) Lane Restrictions** – Delete this sub-section and replace as follows:

Contractor shall not close any traffic lanes, and all barricades and objects from the roadway shall be removed during the following periods:

**(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 will not obstruct traffic prior to 9:00 am and after 3:00 pm. 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:

**00225.02 General Requirements** – Add the following:

Temporary stop bar markings shall be installed at the end of each work day as needed, prior to resumption of two-way traffic.

**00225.05 Contractor Traffic Control Plan** – Delete and replace with the following:

The contractor shall submit a separate Traffic Control Plan at the Preconstruction Conference for work on each site.

One lane of traffic shall remain open at all times to local traffic, emergency vehicles and school buses. This traffic shall be given priority access through the work zone.

**00225.90 Payment** – Delete this sub-section and replace as follows:

**00225.90 Payment** – 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 through 00280.16 Materials** – Delete this sub-section and replace as follows:

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 this sub-section and replace as follows:

All costs for labor and materials for installation, maintenance, and repairs for erosion and sediment control BMPs and regulatory compliance will be paid for at the Contract lump sum amount for the item "Erosion and Sediment Control". Payment will be in full for furnishing, installing, moving, operating, maintaining, inspecting and removing materials required to complete the work as specified in the Erosion and Sediment Control Plan specified in the Plan Set.

**END OF SECTION**

## **SECTION 00290 – ENVIRONMENTAL PROTECTION**

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

**00290.30(b) Pollution Control Plan** - Add the following sentence to the end of the first paragraph of this sub-section:

Pollution Control Plan information and requirements are included in the Erosion and Sediment Control Plan in the Contract Construction Plan Set.

**END OF SECTION**

## **SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

**END OF SECTION**

**SECTION 00320 – CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

**END OF SECTION**

**SECTION 00330 – EARTHWORK**

Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

**00330.02 Definitions** – Add the following to the definition of “General Excavation”:

Excavation includes all curbs, ramps, walks, surfacing, aggregate and earthwork as necessary to excavate to subgrade depth for the proposed curb, ramps, walks, retaining wall, storm drain utilities and other structures as shown on the Plans and in the typical sections. Excavation also includes any necessary and/or required saw cutting of surfaces.

**00330.03 Basis of Performance** – Add the following to this sub-section prior to sub-sections 00330.03(a) through (c):

Perform all earthwork under this sub-section on the excavation basis.

**00330.41 Excavations** – Modify sub-sections 00330.41(a)(6) and (a)(9)(c) as follows:

**(a)(6) Excavation of Existing Surfaces** – Add the following to the end of this sub-section:

Remove surfacing as shown on the Plans. Surfacing to be removed shall be cut in neat, straight lines with vertical edges along the limits of pavement removal. The cut lines for removal of asphaltic or cement concrete pavement shall be favorably reviewed by the Engineer in the field before cutting.

**(a)(9)(c) Unstable Subgrade Material**– Delete this sub-section in its entirety.

**00330.91(d) General Excavation** – Delete the last bulleted item.

**00330.91(d) General Excavation** – Add the following bulleted items to the end of this sub-section:

- No payment will be made for removal of any item outside the limits shown in the Contract without written authorization from the Engineer. Similarly, no payment will be made for additional materials required in areas of excess removal outside the limits shown on the Plans without prior authorization from the Engineer.

### **END OF SECTION**

## **SECTION 00350 – GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications supplemented and/or modified as follows:

**00350.10 Materials** - Add the following to the end of this sub-section:

Provide manufacturer's test result certificates complying with 02320.10(c)(1) of the Standard Specifications for Type 2 drainage geotextiles.

### **END OF SECTION**

## **SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL**

Comply with Section 00405 of the Standard Specifications supplemented and/or modified as follows:

**00405.41 Trench Excavation** – Modify sub-sections 00405.41 (b) as follows:

**(b) Open Trench Limit** – Add the following to the end of this sub-section

Backfill trenches at the end of each work day and temporarily pave the surface with hot mix asphalt. Do not leave trench open outside of working hours. Clean work area and roadway surrounding trench of any loose material or aggregate prior to leaving site at



the end of each day. Control dust in accordance with Section 00280.44(c) as directed by the Engineer.

**00405.82 Trench Foundation** – Delete and replace the indented bullet labeled “Width” as follows:

- **Width** – The width will be the minimum trench width as defined in sub-section 00405.41(c) of the Special Provisions unless otherwise approved by the Engineer.

**00405.90 Payment** – Delete this sub-section and replace as follows:

No separate or additional payment will be made for trenching. This work will be paid for under Section 00445.

#### **END OF SECTION**

### **SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON AND IRRIGATION PIPE**

Comply with Section 00445 of the Standard Specifications.

#### **END OF SECTION**

### **SECTION 00470 – MANHOLES CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

#### **END OF SECTION**

### **SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

#### **END OF SECTION**

### **SECTION 00495 – TRENCH RESURFACING**

Comply with Section 00495 of the Standard Specifications.

**END OF SECTION**

**SECTION 00596B – PREFABRICATED MODULAR RETAINING WALLS**

Comply with Section 00596B of the Standard Specifications supplemented and/or modified as follows:

**00596B.01 Proprietary Prefabricated Modular Walls** – The prefabricated modular wall system is shown on Sheet C2, C9 and C12. The modular product wall system is to be constructed using "Manorstone" products or similar.

**00596B.80 Measurement** – Delete the first sentence of the of this section concerning measurement of quantities for retaining walls:

**00596B.90 Payment** – Delete this sub-section and replace as follows:

The work will be paid for at the contract unit price per square foot of the exposed vertical face of the wall.

**END OF SECTION**

**SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

**END OF SECTION**

**SECTION 00730 – EMULSIFIED TACK COAT**

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

**00730.90 Payment** – Delete this sub-section and replace as follows:

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 00744 – ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications supplemented and/or modified as follows:

**00744.02 Definitions** – Add the following definition(s) to this sub-section:

**Sublot Size** – 500 tons of HMAC/WMAC, or the amount of HMAC/WMAC placed in a day if less than 500 tons is placed.

**00744.11(a) Asphalt Cement** – Delete the sentence in this sub-section that begins with “Provide asphalt cement...” and replace as follows:

Use PG 64-22, Level 3 HMAC/WMAC pavement on this Project.

**00744.48 Compaction, QC** – Add the following sub-section:

Provide a technician certified in density testing (CDT).

**00744.49 Compaction** – Delete this sub-section and replace as follows:

Immediately after the asphaltic concrete material has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24. Unless otherwise specified, compact the asphaltic mixture to a minimum of 91% MAMD. The density of each sublot shall be determined by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three sublot test results are obtained on a project, the MHMAC will be accepted according to 00745.17. Perform a minimum of one sublot density test per day. The Engineer may waive compaction testing upon written notice. Perform finish rolling as needed until all roller marks are eliminated.

**END OF SECTION**

## **SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications supplemented and/or modified as follows:

**00759.00 Scope** – Modify this sub-section by adding the sentence(s) and reference(s) as follows:

The Work consists of new and retro-fitted corner intersection and mid-block accessible ramps. The Work must comply with United States Access Board’s Public Right-of-Way Accessibility Guidelines (PROWAG). PROWAG requirements may be accessed at:

<https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines>

**00759.12 Sidewalk Ramp Treatment** – Modify this sub-section by adding the sentence(s) as follows:

All truncated domes mats on the project for ADA sidewalk ramps shall be cast-in-place tiles placed at the throat of the ramp with dimension of 4’x2’ or 5’x2’ to span width of ramp throat. Safety yellow color shall be used.

Only cast-in-place or tile type tactile systems will be approved. All adhesive or molded type tactile systems will not be allowed.

**00759.51 Curing** - Modify this sub-section by adding the sentence(s) as follows :

Do not apply curing compounds to the designated truncated dome areas of sidewalk ramps and accessible route islands.

**00759.90 Payment** – Delete Pay Item (m) in this sub-section and replace as follows:

The payment for concrete sidewalk and ramps will be paid per the square yard at the Contract unit price per unit measurement:

	<b>Pay Item</b>	<b>Unit of Measurement</b>
(m)	Concrete Sidewalks and Ramps	Square yard
(m)	Concrete Type “C” Curb	Linear Foot
(m)	Concrete Curb and Gutter	Linear Foot
(m)	6” Concrete Driveway	Square Yard
(m)	Concrete RRFB Pedestals (two per assembly)	Each

**00759.90 Payment** – Delete the paragraph that begins, “In item (a) the type of curb.....” and replace as follows:

In item (a) the type of curb, or curb and gutter, will be inserted in the blank, if appropriate. This work includes constructing the curb, or curb and gutter, with a lip in locations as shown on the Contract plans.”

**00759.90 Payment** – Add paragraphs to this sub-section as follows:

In item (a), (e) and (l), Delete payment for aggregate, aggregate will be paid under the line item as shown in the Schedule of Values.”

The payment shall include the removal and reinstallation of the existing traffic signs that are in conflict with this work and removal and replacement of existing structures.

#### **END OF SECTION**

#### **SECTION 00815 – BOLLARDS**

Comply with Section 00815 of the Standard Specifications.

#### **END OF SECTION**

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

Comply with Section 00865 of the Standard Specifications modified as follows:

**00865.90 Payment** – Replace this Subsection with the following:

Payment for Longitudinal Pavement Markings shall be paid under the Lump Sum bid item “6” Wide White Thermoplastic Striping”.

#### **END OF SECTION**

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

Comply with Section 00867 of the Standard Specifications modified as follows:

**00867.90 Payment** – Replace this Subsection with the following:

Payment for Transverse Pavement Markings shall be paid under the Lump Sum bid item "Thermoplastic Striping, Cross Walks and Stop Bars for RRFBs".

**END OF SECTION**

**SECTION 00905 – REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications.

**END OF SECTION**

**SECTION 00930 – METAL SIGN SUPPORTS**

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.01 Definitions and Terms:**

**Multi-Post Breakaway Sign Supports** – Replace this subsection with the following:

The complete structure is composed with a sign support anchor (V-Loc), Tapco, V-Loc, Model 200-VS2 or steel plate bolted to the concrete sidewalk or cored into the sidewalk.

**END OF SECTION**

**SECTION 00940 – SIGNS**

Comply with Section 00940 of the Standard Specifications modified as follows:

**00940.90 Payment** – Replace this Subsection with the following:

Payment for traffic signs shall be paid at the Contract unit price per each sign.

**END OF SECTION**

**SECTION 001030 – SEEDING**

Comply with Section 001030 of the Standard Specifications.

**END OF SECTION**

**SECTION 001040 – PLANTING**

Comply with Section 001040 of the Standard Specifications.

**END OF SECTION**

**SECTION 001050 – FENCES**

Comply with Section 001050 of the Standard Specifications.

**END OF SECTION**

**SECTION 001170 – POTABLE WATER SERVICE CONNECTIONS, 2-INCH AND  
SMALLER**

Comply with Section 001170 of the Standard Specifications.

**END OF SECTION**

**SECTION 002415 – PLASTIC PIPE**

Comply with Section 002415 of the Standard Specifications.

**END OF SECTION**

**SECTION 003010 – FENCING MATERIALS**

Comply with Section 003010 of the Standard Specifications.

**END OF SECTION**

***This Page Intentionally Left Blank***



**SECTION 9**  
**PLANS, DRAWINGS AND EXHIBITS**

***This Page Intentionally Left Blank***

See 11" x 17" size plans 2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1)  
CIP-02-19 project provided with bid package.

***This Page Intentionally Left Blank***

***This Page Intentionally Left Blank***

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

## CONTRACT FOR SERVICES

### 2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19 Project

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 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19 Project, HAPPY VALLEY, OREGON**, which by this reference is hereby made part of this contract. The following provisions shall comprise this contract:

**I. COMPENSATION:**

- A.** The CITY agrees to compensate the CONTRACTOR on a fee-for-services basis as outlined in these DOCUMENTS. This agreement covers the period beginning, \_\_\_\_\_ through \_\_\_\_\_ inclusive. Work shall be performed in accordance with an approved schedule provided to the CITY by the CONTRACTOR as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent CITY contract and/or purchase order numbers. All invoices shall be consistent with the fee bid accepted by the CITY and shall reflect any savings or reductions provided for in the fee bid. The City will retain 5% from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract shall be \$\_\_\_\_\_ per the bid schedule of items and prices form for the 2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19 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 **2019 SUPERBLOCK PEDESTRIAN IMPROVEMENTS (PHASE 1) CIP-02-19 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: <http://www.oregon.gov/boli/WHD/PWR/Pages/January-1%2c-2018-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, its officers, councilors, agents, insurers and employees (all of whom shall be deemed to be covered by the duty of indemnify and defend). Such insurance shall provide at least thirty (30) days written notice to the CITY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CITY under this insurance. The insurance company will provide written notice to the CITY within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the CITY. Any insurance or self-insurance maintained by the CITY shall be excess and shall not contribute to it.

**V. SUBCONTRACTS:**

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

**VI. DEFAULT:**

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

- A.** If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
- B.** If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C.** In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (b) above of this clause, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- D.** Except with respect to defaults of subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.
- E.** The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- F. As used in paragraph (d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**VII. LIQUIDATED DAMAGES**

The CONTRACTOR shall complete all work to be done under the Contract by February ??, 2020. Once construction on the project has begun, the contractor must reach substantial completion within 90 days of commencing activity. The daily amount of the liquidated damages will be \$500 per Calendar Day\* for failure to reach substantial completion within 45 days of commencing work and/or for failure to complete work on-time as required by 180.50(h).

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

**VIII. PERFORMANCE AND PAYMENT BOND**

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

**IX. MAINTENANCE BOND**

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

**VIII. TERMINATIONS AND AMENDMENTS:**

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

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

**CONTRACTOR**

**CITY OF HAPPY VALLEY**

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

***This Page Intentionally Left Blank***