City of Hillsboro
SE 24th Ave Sidewalk Improvements
#10889

Engineering Division
150 E Main Street, Fourth Floor
Hillsboro, OR 97123
Phone: 503-681-6146

City of Hillsboro, Oregon

Invitation to Bid – Public Improvement

SE 24th Ave Sidewalk Improvements
ITB No. 10889

Bids Due:	**Due Date and Time:** Not Later than 2:00:00 PM Pacific Time, **January 15, 2015** Bid Closing is the Due Date and Time shown above. Late Bids shall be rejected. First Tier Subcontractor Disclosure: Not later than 4:00:00 PM Pacific Time, **January 15, 2015**
Submit Bids to:	**City of Hillsboro** Amica Bose Public Works Engineering Division Hillsboro Civic Center 150 E Main Street, 4th Floor Hillsboro, OR 97123 All bid documents shall be submitted in hard copy to address above no later than the Due Date and Time. Electronic or e-mailed bids shall be rejected.
Contact:	**Direct questions to:** ITB Contact: Amica Bose, Project Manager Email: amica.bose@hillsboro-oregon.gov Phone: 503-681-5218
Request Deadline:	**For all substitution, clarification and change requests as well as solicitation protests:** **5:00 PM, January 8, 2015**
Prevailing Wages:	This project is a Public Work and subject to ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond.
Pre-bid Conference:	No pre-bid conference will be held.
Public Bid Opening:	A Public Bid Opening to be held at the following time and location: 2:00 PM, December 4, 2014 Public Works Engineering Division Hillsboro Civic Center, 150 E Main Street, 4th Floor Hillsboro, OR 97123

TABLE OF CONTENTS

PART A:

SCHEDULE 3
ADVERTISEMENT 4
SECTION 1- SUMMARY AND INSTRUCTIONS TO BIDDERS 5

1.01. BRIEF SUMMARY OF THE WORK 5
1.02. IMPORTANT ITB EVENTS 5
1.03. BID REQUIREMENTS 6
1.04. CONTRACT REQUIREMENTS 7
1.05. AVAILABILITY OF ITB DOCUMENTS 7
1.06. ITB/PROJECT CONTACT 8
1.07. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; request for brand name/product substitution 8
1.08. OFFER FORMAT AND BID SUBMISSION 9
1.09. BID EVALUATION 11
1.10. PROTEST OF INTENT TO AWARD 12
1.11. INFORMATION TO BE PROVIDED BY THE SUCESSFUL BIDDER: CONTRACT, BONDS AND INSURANCE 13
1.12. COMPLIANCE WITH LAW 13
1.13. MINORITY-OWNED, WOMEN-OWNED AND EMERGING SMALL BUSINESSES (MWESB) 14

SECTION 2 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS 15
SECTION 3 - FORMS 16
3.1 BID FORM 17
3.2 FORM OF BID BOND 21
3.3 SUBSTITUTION REQUESTS 22
3.3A SUBSTITUTION REQUEST FORM 23
3.4 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM 24
3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM 25
3.6 FORM OF AGREEMENT (DO NOT COMPLETE) 29
3.7 FORM OF PERFORMANCE BOND 30
3.8 FORM OF LABOR AND MATERIAL PAYMENT BOND 31

ATTACHMENT A:
FORM OF CONTRACT, GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS (IF ANY)

PART B:

DRAWINGS AND SPECIFICATIONS

LIST OF DRAWINGS:
CONSTRUCTION PLANS CONSISTING OF 15 PAGES TITLED: "SE 24TH AVE SIDEWALK IMPROVEMENTS", DATED DECEMBER 4, 2014

TECHNICAL SPECIFICATIONS:
GENERAL CONDITIONS AND SPECIAL SPECIFICATIONS

This Invitation Bid Document is comprised of all Part A and Part B documents, including, but not limited to: instructions, forms, drawings and specifications. The drawings and specifications pertaining to this ITB are hereby incorporated by reference.

SCHEDULE

ITB ISSUED	**December 4, 2014**
<u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE	**January 8, 2015**
LAST ADDENDA ISSUED	**NOT LATER THAN 72 HOURS PRIOR TO BIDS DUE**
BIDS DUE	**See Page 1**
FIRST-TIER SUBCONTRACTOR DISCLOSURE	**See Page 1**
ANTICIPATED CONTRACT START	**February 16, 2015**
ANTICIPATED SUBSTANTIAL COMPLETION	**June 30, 2015**
ANTICIPATED FINAL COMPLETION	**July 31, 2015**
ANTICIPATED # OF (CALENDAR) DAYS	**165**

NOTE: The City reserves the right to deviate from this schedule.

ADVERTISEMENT

CITY OF HILLSBORO
Public Works Department, Engineering Division
Invitation to Bid (ITB) – Public Improvement
SE 24th Sidewalk Improvements
No. 10889

Bids due and Bid Closing Date and Time: January 15, 2015 2:00 PM
First Tier Subcontractor Disclosure due: Not later than January 15, 2015 4:00 PM

The general nature and approximate quantities of work shall include furnishing all equipment, materials and labor required to install the following:

Furnish all equipment, materials, and labor to complete the construction of; approximately 18,500 square feet of concrete sidewalks and driveways, 752 linear feet of curb, 9 pedestrian corner ramps, install 130 tons of asphaltic concrete, one pedestrian activated crosswalk beacon system, minor striping, paving, and all other associated work items, including restoration and repairs.

Sealed bids will be received by Amica Bose, Project Manager, City of Hillsboro, Public Works Engineering Division, Hillsboro Civic Center, 150 E Main Street, 4th Floor, Hillsboro, OR 97123. Questions about this ITB may be directed to Amica Bose, Project Manager at the above address or by phone at 503-681-5218.

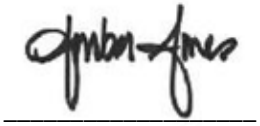
Late bids will be rejected as non-responsive.

ITB documents may be obtained through area plan centers and on the City's website at http://www.hillsboro-oregon.gov/PublicWorksITB. Hard copy ITB documents may be obtained ($15 non-refundable + postage) or viewed at the City of Hillsboro Public Works, Engineering Division, Hillsboro Civic Center, 150 E Main Street, 4th Floor, Hillsboro, OR 97123. Please call 503-681-6146 for more information.

This ITB is for construction of a Public Work subject to ORS 279C.800 to 279C.870 (prevailing wage law).

Dated this 4th day of December, 2014.

CITY OF HILLSBORO



CITY RECORDER

<u>Please publish:</u>
Argus: December 9 and 12, 2014
Daily Journal: December 8, 10 and 12, 2014
Hillsboro Chamber of Commerce

PART A:

SECTION 1- SUMMARY AND INSTRUCTIONS TO BIDDERS

1.01. BRIEF SUMMARY OF THE WORK

A. The City requests sealed Bids to furnish **all equipment, materials, and labor to complete the construction of approximately 18,500 square feet of concrete sidewalks and driveways, 752 linear feet of curb, install 130 tons HMAC, 9 pedestrian corner ramps, one pedestrian activated crosswalk beacon system, minor striping, paving, and all other associated work items, including restoration and repairs.**

B. ENGINEER'S PROJECT ESTIMATE: $300,000 to $350,000.

1.02. IMPORTANT ITB EVENTS

A. PRE-BID CONFERENCE

There is no pre-bid conference.

B. RECEIPT OF BIDS

Sealed bids ("Bids") will be received at the location, Due Date and Time specified on page 1 of this document.

C. BID CLOSING

Bid Closing is shown as the Due Date and Time on page 1 of this document. Bids received after Bid Closing will be considered Late. The City will not accept Offers after Bid Closing.

D. FIRST-TIER SUBCONTRACTOR DISCLOSURE

The first-tier subcontractor disclosure form is due at the time and date shown on page 1 of this document. Failure to submit first-tier subcontractor disclosure form by this due date and time may result in Bid rejection.

E. PUBLIC BID OPENING

The Public Bid Opening will be held at the location, time and date shown on page 1 of this document.

1.03. BID REQUIREMENTS

Bid Requirements Checklist The following is a listing of Bid submission components		
	Signed Bid Form – all pages	Submit with Bid
	Bid Security	Submit with Bid
	Bidder Responsibility Information Form – all pages	Submit with Bid
	First-Tier Subcontractor Disclosure	Submit as per page 1
	Any additional items specified in Supplementary Instructions to Bidders.	Submit with Bid

The Bid Requirements checklist is provided for the Bidder's convenience. Bidder is advised to thoroughly review ITB documents to be certain that it has met all requirements and included all required documents, forms and information in its Bid. In the event of a conflict between the Bid Requirements Checklist and other ITB Documents, other ITB Documents shall take precedence.

A. FIRST-TIER SUBCONTRACTOR DISCLOSURE

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, 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 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 base bid. Bidder must submit this documentation in accordance with Section 1, 1.08 and Section 3, 3.4.

B. BID SECURITY

Bid security shall accompany each Bid exceeding $100,000 as per Section 1, 1.08, F.

C. OREGON CONSTRUCTION CONTRACTORS BOARD

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project.

D. BIDDER PREQUALIFICATION

Bidders are not required to be pre-qualified for this project. Bidders must be prequalified at time of Bid.

E. BIDDER'S QUALIFICATIONS AND RESPONSIBILITY

Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for Contract Award (in addition to Bidder Prequalification, if applicable). Bidder's responses to requirements in Supplementary Instruction to Bidders may also be utilized in this evaluation.

Prior to award and execution of a Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375 and OAR 137-49-0390. See also OAR 137-49-0440(1)(c)(H). In doing so, the City may investigate Bidder and request information in addition to that already required in this document, when the City, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the City to obtain any information that the City deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder which is not otherwise disqualified. (Refer to ORS 279C.375 and OAR 137-49-0390. See also OAR 137-49-0440(1)(c)(H)).

The City may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Bid rejection, as required under OAR 137-049-0390.

Any Bidder who fails to submit a complete Bidder Responsibility Information Form will be deemed to be non-responsive and will not be considered for Award of Contract.

If a Bidder is found not to be responsible, documentation of the reasoning will be sent to the Oregon Construction Contractor's Board (OCCB). Such documentation will be based upon the criteria set forth in ORS 279C.375(3).

1.04. CONTRACT REQUIREMENTS

A. PREVAILING WAGES

The selected Contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

(a.) The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated July 1, 2014 and any applicable amendments to these rates.

(b.) The "PWR Apprenticeship Rates" dated July 1, 2014 and any applicable amendments to these rates.

The complete publications may be found online at the BOLI website at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx and are incorporated by reference.

B. DAVIS BACON ACT – FEDERALLY FUNDED CONTRACTS

This project is subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), Federal Department of Labor Prevailing Wages. Yes: ☐ No: ☒

C. CONTRACT, BONDS AND INSURANCE

The successful Bidder must enter into a Contract with the City in the form included here as Attachment A. Agreement Form. The successful Bidder must obtain and maintain insurance and bonding as per Section 1, 1.11 A., Section 3, 3.7 Performance Bond, 3.8 Labor and Materials Payment Bond, and 3.6 Agreement Form. The successful Bidder shall obtain a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating.

1.05. AVAILABILITY OF ITB DOCUMENTS

ITB documents may be obtained through area plan centers and on the City's Website at www.ci.hillsboro.or.us. Hard copy ITB documents may be obtained ($15 nonrefundable) or viewed at the City of Hillsboro Public Works Engineering Division, Hillsboro Civic Center, 150 E Main St, 4th Floor, Hillsboro, OR 97123.

Bidders obtaining documents from a plan center or other third party are advised that the City recognizes as plan holders only those bidders who have purchased documents from the City or those who have contacted the City at 503-681-6146 and requested to be placed on the plan holder's list.

1.06. ITB/PROJECT CONTACT

All questions, requests for clarification, requests for change, requests for substitution and any solicitation protests must be addressed to the ITB Contact shown on page 1 of this document.

1.07. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME/PRODUCT SUBSTITUTION

A. PROCEDURE: Questions and clarification requests must be directed to the contact shown on page 1 of this ITB. The appropriate means of seeking changes to provisions of this ITB are through (a) requests for approval of an "approved equivalent" (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans.

Any Offer/Bid response that includes non-approved alternate product brands or products, that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

B. METHOD OF SUBMITTING REQUESTS FOR CHANGES TO THIS ITB: Emailed or mailed requests must be marked as follows:

(a) Bid Request for Substitution Request (Request for Clarification, Request for Change, or Protest, whichever is applicable)

(b) ITB Number

Requests must be received by the contact listed on Page 1 of the ITB, in writing, either in hardcopy or by email, no later than the Request Deadline on the Schedule shown on Page 2 of the ITB. Unless this specific deadline is extended by subsequent Addenda, no requests for substitution, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

C. REQUEST FOR APPROVAL OF AN "APPROVED EQUIVALENT": Bidders shall provide the named product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation:

(a) Requests must provide all of the information necessary for the City to determine product acceptability.

(b) Failure to provide sufficient information with the request will cause the request to be considered not equivalent.

(c) Any product subsequently approved for substitution will be listed on an Addenda issued by the City and posted on ORPIN.

(d) Bidders are advised to use the "Substitution" form for such requests. (Section 3, 3.3A).

D. REQUEST FOR CLARIFICATION: Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for clarification must be received by the Request Deadline as specified in 1.06 B.

E. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for changes must be received by the Request Deadline specified in 1.06 B. above. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation, and any proposed changes.

F. PROTEST OF CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS: Any Bidder may submit a protest of solicitation terms and conditions, in writing, in accordance with OAR 137-049-0260 to the contact listed on Page 1 of the ITB. To be considered, the protest must be received by the deadline specified in 1.06 B. above. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and a statement of the relief or changes proposed.

G. RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, or in writing, or included in an addendum as "*clarification",* do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the City determines should be handled by formally amending the ITB, the City will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

H. RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE, AND PROTESTS: The City shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest no less than 72 hours before Closing. Where appropriate, the City will issue ITB revisions via Addendum posted on the City website and sent to all parties on the planholders list via fax and certified mail.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications, as indicated in this section, precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions, or Specifications.

I. PROTEST OF ADDENDUM: Requests for clarification, requests for change and protests of Addendum must be received by the time and date specified in the Addendum or they will not be considered.

1.08. OFFER FORMAT AND BID SUBMISSION

A. FORMS TO BE USED

Bids shall be submitted on unaltered Bid Forms furnished by the City, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

A Bidder shall not make their Bid contingent upon the City's acceptance of Specifications, Plans or Contract terms that conflict with or are in addition to those in the ITB documents.

B. REQUIRED SIGNATURES

Bids shall be signed in ink, with the signer's name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. Digital signatures are not acceptable. At least one Bid submitted by Bidder must bear an original signature.

C. NUMBER OF COPIES

Bidders shall submit one (1) original Bid.

D. SEALED BIDS

Sealed Bids will be received at the location shown on page 1 and by the Contact shown on page 1.). All Bids shall be time stamped no later than the Due Date and Time shown on page 1.

Bids must be submitted in a sealed envelope appropriately marked with the Bid Title, Bid Number, and the name of the Bidder.

It is the sole responsibility of the Bidder to assure that the Bid is delivered and time stamped at the location shown on page 1 by the deadline specified. All late Bids shall be rejected.

E. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time they propose to engage in subcontract work. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

F. BID SECURITY: Each Bid exceeding $100,000 shall be accompanied by Bid security in the form of:

(a) a Bid bond as set forth in Section 3,

(b) an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or

(c) a certified check or cashier's check,

Such Bid security must be in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Hillsboro, 150 E. Main St., Hillsboro OR 97123.

Bid security of the successful Bidder will be returned or released after the Bidder's written Contract, Performance Bond, Payment Bond, and required certificates of insurance have been promptly and properly executed, delivered to, and accepted by the City. If the successful Bidder fails to (1) promptly and properly execute the Contract, (2) furnish a good and sufficient Performance Bond and a good and sufficient Payment Bond, and/or (3) furnish required certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the City may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

The City reserves the right to retain the Bid security of the next two (2) lowest Bidders until the successful Bidder has been awarded a Contract or until no more than 60 days after Bid opening, whichever is shorter. Bid security of all other Bidders will be returned as soon as practicable after Bid opening.

G. MODIFICATION OR WITHDRAWAL OF BID

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing. Modifications shall be sealed and submitted in same manner as the Bid. Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Bidder to the Contact listed on page 1 of this ITB.

Bids may not be modified or withdrawn after closing except as provided in ORS 279C and City's Public Contracting Rules.

H. DURATION OF BIDS

Each Bid shall be irrevocable for a period of 60 days from the date of Bid. Award of a Contract to any Bidder shall not constitute rejection of any other Bid.

The City may request that Bidders extend, in writing, the time during which the City may consider their Bids. If a Bidder agrees to such an extension, the Bid shall continue as a firm Offer, irrevocable, valid and binding on the Bidder for the agreed upon extension period.

I. RESIDENT BIDDER

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

J. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure form, provided as Section 3, form 3.4, within two (2) hours of the Bid Closing Date and time.

K. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

(a) The Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents.

(b) The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the

requirements of the proposed Contract Documents.

(c) The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

L. RESERVATIONS

1. The City reserves the following rights:

(a) To reject all Bids.

(b) To reject any Bid not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.

(c) To reject Bids which it determines to be non-responsive.

(d) To reject Bids upon the City's finding that the Bidder:

i. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries

ii. Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or

iii. Is not responsible.

(e) To waive any informalities in Bids submitted.

(f) In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.

(g) To return the Bid unopened, in the event only one Bid is received.

M. ASBESTOS ABATEMENT

Work to be performed under the contract will not require the Bidder or any subcontractors to be licensed for asbestos abatement work under ORS 468A.720.

1.09. BID EVALUATION

A. BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to OAR 137-049-0390 and 137-049-0440). Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. No such adjustments shall operate to amend a Bid or any Contract awarded pursuant thereto.

B. RESPONSIVENESS:

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, City may waive minor informalities and irregularities.

C. RESPONSIBILITY:

Prior to award of a Contract, City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in OAR 137-049-0390. See also, OAR 137-049-0440(1)(C)(h). In doing so, City may investigate Bidder and request information in addition to that already required in the ITB, when City in its sole discretion, considers it necessary or advisable.

D. OREGON PREFERENCE:

Awards shall be subject to preference for goods or services that have been produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal (ORS 279A.120); See also; OAR 137-046-0300.

E. RECIPROCAL PREFERENCE:

Solely for the purpose of evaluating offers, City will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Bidder is from a state that grants a ten (10) percent preference to local Bidders, City will add ten (10) percent to that Bidder's Bid price. (OAR 137-046-0310).

F. PROCESSING OF BIDS:

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by City that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

G. WITHDRAWAL BY CITY OF BID ITEMS PRIOR TO AWARD:

City reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

H. NOTICE OF INTENT TO AWARD

The Notice of Intent to Award shall serve as notice to all Bidders that the City intends to make a contract award.

1.10. PROTEST OF INTENT TO AWARD

A. PROTEST OF INTENT TO AWARD

Adversely affected or aggrieved Bidders shall have **seven (7) calendar** days from the date of the Notice of Intent to Award within which to file a written protest of award. Protests received after that date will not be considered. Protests must specify the grounds upon which the protest is based.

1. Protests must be sent to:

Purchasing Manager
Finance Department
City of Hillsboro
150 E. Main St.
Hillsboro, OR 97123

2. In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bids are ineligible to receive Contract award.

3. An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

4. Pursuant to OAR 137-049-0260, no protest against award shall be considered because of the content of Bid Specifications, Plans, or contract Terms after the deadline established for submitting protests of Bid Specifications, Plans or Contract Terms.

B. RESPONSE TO INTENT-TO-AWARD PROTESTS:

The City Manager will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Bidders. City may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by City is not intended to, and shall not in and of itself constitute, confirmation that the bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C. AWARD

After expiration of the five (5) calendar-day intent-to-award protest period, and resolution of all protests, City will proceed with final award. (If City receives only one Bid, City may dispense with the intent-to-award protest period and proceed with award of a Contract.)

1.11. INFORMATION TO BE PROVIDED BY THE SUCESSFUL BIDDER: CONTRACT, BONDS AND INSURANCE

A. CONTRACTOR CONTRACT EXECUTION

Within 10 days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the City. The City contract form is provided as Part A, Attachment A. of this ITB. At the same time, the successful Bidder shall furnish City: a Performance Bond, a Payment Bond, and all required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the City, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

B. CITY CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the City will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

C. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

D. PUBLIC WORKS BOND

Before starting Work the successful Bidder shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Bidder shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under Section 279C.836 (1). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding the public works bond may be directed to BOLI at the BOLI website (www.oregon.gov/BOLI) or at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, Oregon 97232

E. JOINT VENTURE/PARTNERSHIP INFORMATION

The successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venture or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venture members will be required to sign the awarded Contract.

1.12. COMPLIANCE WITH LAW

The selected Contractor shall be required to comply with the City's standard construction contract provisions as provided in Attachment A. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

1.13. MINORITY-OWNED, WOMEN-OWNED AND EMERGING SMALL BUSINESSES (MWESB)

Minority-owned, Women-owned and Emerging Small Businesses (MWESB) are encouraged to respond to this ITB. All Bidders are encouraged to contact and seek sub-bids from MWESB subcontractors. MWESB subcontractors are encouraged to attend any pre-proposal conferences.

PART A:

SECTION 2 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

This section is not applicable to this ITB.

PART A:

SECTION 3 - FORMS

3.1 BID FORM

BID FORM (PAGE 1 OF 4)

CITY OF HILLSBORO, OREGON

INVITATION TO BID NO. 10889
SE 24th Ave Sidewalk Improvements

The undersigned hereby certifies that Bidder: _____, CCB# _____

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.

2. The information is true and accurate to the best of their knowledge.

3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.

4. Is a ☐ Resident Bidder, ☐ Non-Resident Bidder, as defined in ORS 279A.120

   A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

   In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.

6. Has read, understands and agrees to be bound by all terms and conditions herein.

7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

8. **Acknowledges Receipt of Addenda No's. _____ through _____ inclusive.**

Please check the applicable box regarding Bid security:

☐ Bid security in form of cashier's check ☐, certified check ☐, Bid bond in the form set forth in Section 3., 3.2 ☐, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 ☐ (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of City of Hillsboro, 150 E. Main St. , Hillsboro OR 97123, is enclosed.

☐ Bid Price is for $100,000 or less; therefore, Bid security is not required.

SECTION IX BID PROPOSAL FORM

SE 24th Ave Sidewalk Improvements

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Move-in, Bond, Insurance	LS	1	$ 30,000.00	$30,000.00
2	Traffic Control Temporary Protection and Direction of Traffic	LS	1	$ 3,000.00	$3,000.00
	Flaggers	HR	32		
3	Erosion Control	LS	1	$ 3,000.00	$3,000.00
4	Clearing and Grubbing including brush	LS	1	$ 10,000.00	$10,000.00
	and small tree (4" and smaller) removal				
5	Removal of Structures and Obstructions	LS	1	$ 30,000.00	$30,000.00
6	Large Tree Removal	LS	1	$ 10,000.00	$10,000.00
7	Existing Stump Removal	LS	1	$ 1,500.00	$1,500.00
	STREET				
8	Embankment	CU YD	4		
9	Relocate Existing Fence on Owners Property	LF	25		
10	Furnish and Install Curb	LF	752		
11	Furnish and Install 3-1/2" Conc. Sidewalks				
	(includes 3/4" minus base rock)	SQ FT	8,607		
12	Furnish and Install 5-1/2" Conc. Driveways				
	(includes 3/4" minus base rock)	SQ FT	9,879		
12a	Remove & re-install (3) 2x2 Square Panels	LS	3		
13	Furnish and Install 6" HMAC Driveway	TON	100		
14	Furnish and Install Curb Ramps	EA	9		
15	Furnish and Install Retaining Wall	SQ FT	1,206		
16	Saw Cut existing A.C. and Concrete	LF	856		
17	Furnish and Install Level 3, 1/2" (FOR STREET PATCH)	TON	30		
	Dense Graded Hot Mix AC				
18	Install curb weep holes	EA	55		
	STRIPING AND SIGNING				
19	Furnish and Install New Street Sign On New 2" Breakaway Post				
19a	S1-1 SCHOOL CROSSING 36" X 36"	EA	3		

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
19b	W16-9P AHEAD 24" X 12"	EA	3		
19c	W14-2A 24" x 6" NO OUTLET	EA	2		
19d	R1-1 STOP 30" X 30"	EA	1		
19e	STREET NAME SIGN	EA	4		
19f	R2-1 SPEED LIMIT 25 30" X 36"	EA	1		
19g	S5-2 END SCHOOL ZONE 24" X 30"	EA	1		
20	Furnish and Install Existing Street Sign On New 2" Breakaway Post				
20a	R1-1 STOP 30" X 30"	EA	1		
21	Remove Existing Sign Post	EA	4		
22	Remove Existing 12" Stripe	LF	240		
23	Furnish and Install Thermoplastic Striping				
23a	12" White Stripe (High Visibility Crosswalk)	LF	300		
23b	12" White Stripe (Stop Bar)	LF	14		
24	Furnish and Install Carmanah Technologies RRFB Unit	EA	2		
24a	S1-1 SCHOOL CROSSING 36" X 36"	EA	4		
24b	W16-P(L) DIAGONAL ARROW LEFT 24" X 12"	EA	2		
24c	W16-P DIAGONAL ARROW RIGHT 24" X 12"	EA	2		
	RESTORATION				
25	Restoration				
25a	Miscellaneous	LS	1		
25b	4" Bark Dust	SF	2,928		
25c	Seeded Area	SF	2,928		
26	Furnish and Install Locking Mailbox				
26a	TYPE III (8 Unit) Mailbox	EA	2		
26b	TYPE III (16 Unit) Mailbox	EA	1		
27	Furnish and Install Root Barriers	LF	15		
	WATER				
28	Install new water meter box at grade in sidewalk	EA	18		
29	Adjust water valve box to grade in sidewalk	EA	4		
	GAS				
30	Adjust gas valve box to grade in sidewalk	EA	1		
			TOTAL		

METHOD OF AWARD: Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. Award shall be make to one bidder and one bidder only. The City reserves the right to withdraw any item(s) from award if it is in the best interest of the City to do so.

REPRESENTATIONS AND CERTIFICATIONS

Bidder shall submit 3.5 Bidder's Responsibility Information Form as per Section 1, 1.03 along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < >
OR
SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business ☐ YES ☐ NO
IF YES, PROVIDE CERTIFICATION NUMBER < >

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

If awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: < > Date: < >

CCB#: < >

Signature _____

Name < >

Title < >

Street Address < > City < > State < > Zip < >

Phone < > E-Mail < >

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION. ELECTRONIC SIGNATURES <u>NOT</u> ACCEPTED.

3.2 FORM OF BID BOND

We, _____ as "Principal," and _____
(Name of Principal) (Name of Surety)

an _____ Corporation,

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto City of Hillsboro, 150 E. Main St., Hillsboro, OR 97123 ("Obligee") the sum of

($ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the Obligee in response to Obligee's procurement document (_____) for the project identified as:

Title:

_____ which proposal or Bid is made a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

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

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

PRINCIPAL: _____	BY ATTORNEY-IN-FACT: *Power-of-Attorney must accompany each surety bond]*
By _____ Signature	_____ Name
_____ Official Capacity	_____ Signature
Attest: _____ Corporation Secretary	_____ Address
SURETY: _____	_____ City State Zip
	_____ Phone Fax

3.3 SUBSTITUTION REQUESTS

REQUEST FOR BRAND NAME/PRODUCT SUBSTITUTION

3.01. SUBSTITUTION REQUEST

A. During Bidding, the City will consider written Substitution Requests received up to the Request Deadline shown on page 2 of this ITB. Requests received after that time **will not** be considered.

B. Submit a written request using the substitution request form included on the next page. Submit the form in hard copy or by email to the contact on page 1 of this ITB by the Request Deadline.

C. Prepare separate requests for each product.

D. Combined requests may not be considered.

E. In making Substitution Requests, Bidder represents:

1. Bidder has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
2. Bidder will provide the same guarantee for substitution as for product or method specified.
3. Bidder will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
4. Bidder waives all claims for additional costs related to substitutions which consequently become apparent.

F. All accepted substitutions will be confirmed by inclusion in an addendum. Items not appearing in such addendum shall be deemed rejected.

3.02. SUBSTITUTION REQUEST FORM

A. The Substitution Request Form is included on the next page.

City of Hillsboro

3.3A SUBSTITUTION REQUEST FORM

TO: **Amica Bose, Project Manager**

ITB NUMBER/TITLE: 10889

SPECIFIED ITEM/PRODUCT:

Page No. ☐ **Item/Product No.** ☐ **Description** ☐

PROPOSED SUBSTITUTION:

Attached data includes manufacturer's product description, specifications, drawings, photographs, performance and test data, and includes, when requested by the City, one (1) sample adequate for evaluation of the request including identification of applicable data portions.

Attached data also includes the description of changes to Contract Documents and the requirements of the proposed substitution for proper installation.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown (only if supplied with Bid documents).
2. Undersigned pays for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Request Submitted by:

Name (Printed or typed)

Signature

Vendor Name

Street Address

City, State, Zip

Date

Telephone Number

Email

Fax Number

Architect Approval:

☐ Approved ☐ Approved as noted
☐ Not Approved ☐ Received too late

By

Date

Remarks:

For use by: City Staff

☐ Approved ☐ Approved as noted
☐ Not Approved ☐ Received too late

By

Date

Remarks:

City of Hillsboro

3.4 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

TITLE/PROJECT NAME: SE 24th Ave Sidewalk Improvements

ITB #: 10889 BID CLOSING DATE: January 15, 2015 TIME: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY**.**

NAME	CATEGORY OF WORK	DOLLAR VALUE
1.		$
2.		$
3.		$

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

a. 5% of the total project Bid, or $15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or

b. $350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name):

CCB#:

Contact Name and phone number: CONTACT SHOWN ON PAGE 1 OF THIS ITB.

Deliver Form to Agency: CITY OF HILLSBORO, DEPARTMENT, CONTACT AND ADDRESS AS SHOWN ON PAGE 1 OF THIS ITB.

Person Designated to Receive form: CONTACT SHOWN ON PAGE 1 OF THIS ITB.

Agency's Address: 150 E Main St. Hillsboro, OR 97123

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

City of Hillsboro

3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name: **CCB #:**

This form is designed for electronic use. It may also be completed by hand. Use additional pages as needed to provide full and complete responses.

1. EXPERIENCE: List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of three (3) similar projects performed by Bidder in the past five (5) years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

2. LAWSUITS/JUDGMENTS: Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal.)

3. BANKRUPTCY: Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted again it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

4. LAWSUITS BY CREDITORS: Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal).

5. OREGON CONSTRUCTION CONTRACTORS BOARD LICENSING: Is Bidder licensed with the Oregon Construction Contractors Board at the time Bidder submits a Bid for the Work under this ITB? YES / NO If "YES" indicate Oregon Construction Contractors Board license number and expiration date.

6. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past five (5) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments). If the Bidder cannot document three such projects, the Bidder may submit alternative documentation of one or more similar projects where the Bidder did not achieve substantial completion within 105% of the final contract time, a calculation of the total percentage of time over the final contract time necessary to achieve substantial completion, and an explanation as to why the required additional time was beyond the Bidder's control.

City of Hillsboro

3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name:

7. DEBARMENT: Has Bidder been debarred by any public agency within the past two (2) years?
   YES / NO If "YES" identify the public agencies.

8. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s).

9. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s).

10. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default from a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder.

11. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder shall obtain payment bond and performance bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address.

12. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder's company on any contracts which have been performed or are in the course of being performed?
    YES / NO If "YES" identify the project and explain the nature of the claims.

13. REVOKED LICENSE: Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If "YES" explain the underlying reason for the revocation of the license.

14. CRIMINAL OFFENSE: Has Bidder's company or any key person in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES / NO

15. DEMAND ON PERFORMANCE BOND: In the last five years, has an owner ever made a demand on your performance bond?
    YES / NO

City of Hillsboro
3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name:

16. TERMINATION OF BONDING/INSURANCE COVERAGE: In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / NO

17. CITATIONS OR ENFORCEMENT ACTIONS. Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements.

    Answer Yes or No. If Yes: please state the date, nature, and final resolution of every such citation or enforcement action.

18. BONDING. What is the largest contract you have had bonded through the surety company named in Question #11 above? Please identify the project name, the nature of the project, the date of the project and the original contract price.

19. BIDDER INSURANCE
    Provide Liability Insurance Certificate showing that Bidder is covered by liability insurance in amounts required in the sample contract (Attachment A). Prior to contract execution, Successful Bidder must provide City all Insurance Certificates as specified in 1.11.

3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name:

20. BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. PLEASE NOTE: If a different form is used, it must still include ALL information required below, including a project description.

Project Reference #1
Name and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:
Project Reference #2
Name and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:
Project Reference #3
Name and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:

Failure to submit the above-required information to the satisfaction of the City may render the Bid non-responsive.

3.6 FORM OF AGREEMENT (DO NOT COMPLETE)

1.01 FORM OF AGREEMENT

A. The Contract between the Owner and the selected contractor for the Work of this project will be executed on the City of Hillsboro Large Construction Contract and General Conditions. This is the City's required "Form of Agreement".

B. A sample copy of the Contract is attached as Attachment A.

C. Do not sign or complete this sample contract.

City of Hillsboro
3.7 FORM OF PERFORMANCE BOND

Bond No. _____ **Bond Value: $** _____ **Invitation to Bid No.** _____

Principal:	**Surety:**	**Obligee:** City of Hillsboro
Address:	Address:	Address 150 E. Main St. Hillsboro, OR 97123
Phone:	Phone:	Phone (503) 681-6100

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: _____

We, _____ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) $_____.

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, including without limitation warranty and maintenance work required under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.

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

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____ 20 _____

PRINCIPAL: _____

By: _____

Signature

_____

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

_____

Name

_____

Signature

_____

Address

_____

City State Zip

_____

Phone Fax

City of Hillsboro
3.8 FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. _____ **Bond Value: $** _____ **Invitation to Bid No.** _____

Principal:	**Surety:**	**Obligee:** City of Hillsboro
Address:	Address:	Address 150 E. Main St. Hillsboro, OR
Phone:	Phone:	Phone (503) 681-6100

Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project: _____

We, _____ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) $_____.

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligee on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____ 20 _____

PRINCIPAL:

By:

Signature

Official Capacity

Attest:

Corporation Secretary

SURETY:

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

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PUBLIC IMPROVEMENT CONTRACT
between

CITY OF HILLSBORO, OREGON
and

FULL, LEGAL NAME OF CONTRACTOR

Contract No. 10889

This Public Improvement Contract ("Contract") is made by the City of Hillsboro, Oregon and Full, legal name of Contractor ("Contractor") to provide construction services on the following NE Grant Street Sidewalk Improvements ("Project"), briefly described below:

Furnish all equipment, materials, and labor to complete the construction of approximately 30,000 square feet of concrete sidewalks and driveways, including 200lf of storm sewer improvements, 9 catch basins, 1800lf of curbs, minor paving, striping, and all other associated work items, restoration, and repair work**.**

The parties agree as follows:

CONTRACTOR DATA

Full Business Name:
Contractor Contact Person:
Address:
City, State, ZIP:
Business Telephone:
Facsimile:
Email:
Oregon CCB License Number:

Contractor certifies under penalty of perjury that Contractor is a:

☐ Sole Proprietor

☐ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Other [describe:_____]

TERMS AND CONDITIONS

1. **Work.** Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. **Effective Date and Termination Date.** The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date**,** subject to extension as provided in the Contract Documents.

Offer and Contract Dates

a. Contract Start Date
b. "Work" Time Dates
c. Anticipated Notice to Proceed Date
d. Anticipated Substantial Completion Date
e. Anticipated Final Completion Date
f. Contract End Date
g. "Work" Time in Calendar Days

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. **Enumeration of Contract Documents.** The "Contract Documents" include the following:

a. This Contract with these Terms and Conditions.
b. **EXHIBIT A:** City's General Conditions to the Contract - included in this form
c. **EXHIBIT B:** Insurance Requirements - included in this form
d. **EXHIBIT C:** BOLI Prevailing Wage Rates: Indicate "BOLI Prevailing Wage Rates version xx incorporated by reference
e. **EXHIBIT D:** Contractor's Bid Response
f. **EXHIBIT E:** Project Manual
g. **EXHIBIT F:** Drawings
h. **EXHIBIT G:** Addenda
i. **EXHIBIT H:** Additional Documents

4. **<u>Contract; Contract Documents; Entire Agreement</u>.** This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. **<u>The Contract Time</u>.** Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. **<u>The Contract Total</u>**

   a. The Contract Total is **$xx**. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.

   b. The following bid alternates are included in the Contract Total: None

   c. Unit prices if any: See Exhibit D

   d. Allowances included in the Contract Total, if any: None

   e. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. **<u>Progress Payments</u>.**

   a. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

   b. Each application for payment shall be for one calendar month ending on the last day of the month.

   c. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

   d. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

8. Designation of Representatives.

a. The City's Representative is: Amica Bose 503-681-5218

b. The Contractor's Representative is:

c. A party may change its designated representative upon 30 days written notice to the other party.

9. Notice and Communications.

a. Notices and communications between the parties to this Contract may be sent to the following addresses:

City:	**Contractor:**
City of Hillsboro	Name
Engineering Division	
150 East Main Street	Company Name
Hillsboro, OR 97123	

b. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

c. If notice is given by personal delivery, it is deemed delivered on the day of delivery.

d. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.

e. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three days after date deposited, as indicated by the postmarked date.

f. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

10. Independent Contractor Status. By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

11. Request for Taxpayer Identification Number. Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

12. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

a. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

b. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

c. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

d. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

e. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

f. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

g. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.

4. Tribal Governments.

h. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

i. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:

1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

j. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

k. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

l. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):

1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.

2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit "C".

3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

m. ORS 279C.836 (Public Works Bond Required): Contractor shall:

1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and

2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).

n. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.

3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

o. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall

further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CONTRACTOR	**CITY**
Full, legal name of Contractor	City of Hillsboro
_____	_____
Signature	Signature Printed name of signer
_____	Title
Printed Name and Title	
_____	_____
Date	Date

EXHIBIT A

CITY OF HILLSBORO
PUBLIC IMPROVEMENT CONTRACT
GENERAL CONDITIONS

July, 2014

I) General Provisions.

i) Contract Documents**.** The "Contract Documents" are enumerated in Item 3. ("Enumeration of Contract Documents") of the Public Improvement Contract between City and Contractor ("Contract") and consist of the Contract, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, additions or deletions to, material changes in, or general interest explanations of a Solicitation Document ("Addenda") (other than Addenda relating to bidding requirements) issued prior to the bid, other documents listed in the Contract, and Modifications issued after execution of the Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

ii) Contract Schedule**.** The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.

iii) Drawings**.** The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

iv) Knowledge**.** The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

v) Modification**.** A "Modification" is

1) a written amendment to this Contract signed by both parties;

2) a Change Order;

3) a Construction Change Directive; or

4) a written order for a minor change in the Work issued by the Architect.

vi) Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.

vii) Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.

viii) Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.

ix) Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

II) City's Responsibilities.

i) Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.

ii) Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.

1) City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.

2) City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.

3) City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.

iii) Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.

iv) Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.

v) Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..

vi) Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.

vii) City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

III) Contractor's Responsibilities.

i) General Responsibilities**.**

1) Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.

2) Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.

3) Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.

4) Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.

5) Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

6) Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

7) Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.

ii) Worksite Conditions**.**

1) Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

2) Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

3) Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.

iii) Responsibility for Performance**.**

1) Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

2) Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.

3) Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

iv) Construction Materials and Supplies**.**

1) Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.

2) Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

3) Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

4) No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.

5) Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.

v) Construction Personnel and Supervision**.**

1) Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.

2) Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.

3) Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.

4) Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.

5) Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.

vi) Contractor's Construction Master Schedule**.**

1) Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.

2) Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.

3) Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.

4) Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.

5) Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

6) Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

vii) Documents and Records**.**

1) Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

2) Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.

3) Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.

4) Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.

5) Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.

6) Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.

7) Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.

8) Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.

9) Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.

viii) Tests and Inspections**.**

1) Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

2) Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.

3) Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.

4) Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.

5) If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.

ix) Work Under the Contract**.**

1) Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.

2) Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.

3) Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.

4) Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.

5) Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.

6) Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.

7) Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.

x) Allowances**.**

1) Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.

xi) Warranty**.**

1) Contractor warrants to City and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2) Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.

3) If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.

4) Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

IV) Subcontractors.

i) Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.

ii) Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.

iii) No Waiver**.** City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.

iv) Substitution and Assignment. Contractor shall not, without City's written consent:

1) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.

2) Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or

3) Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.

v) Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.

vi) Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.

vii) Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.

1) Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:

(A) Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and

(B) Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.

2) Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.

viii) Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

V) Construction by City.

i) Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.

1) Contractor shall protect the work of other contractors that it encounters while working on the Project.

2) If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.

ii) Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

iii) City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

VI) Changes in the Work.

i) Change Orders**.**

1) Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractoror assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Agreement.

2) A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

3) Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

(A) In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.

(B) The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

(C) For work perform by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

(D) For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.

(E) Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.

(F) If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

4) Equipment Costs:

(A) The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.

(B) The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

5) Small Tools**.** Individual pieces of equipment having a replacement value of two thousand dollars ($2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

6) Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.

7) Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.

8) Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.

9) Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.

10) Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City

11) Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.

ii) Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.

1) Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.

2) Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.

3) Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.

4) Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.

5) Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

VII) Time.

i) Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

ii) No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.

iii) Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.

iv) Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

v) Delays and Extensions of Time.

1) Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.

2) Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.

3) Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.

4) Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

VIII) Protection of Persons, Property, and the Environment

i) Safety Program**.** Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.

ii) City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.

iii) Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.

iv) MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.

v) Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.

vi) Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.

vii) Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.

viii) Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.

ix) Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.

x) Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.

xi) Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site

xii) Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.

xiii) Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.

xiv) Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.

xv) Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.

xvi) Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

xvii) Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

IX) Hazardous Materials.

i) With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.

ii) In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.

iii) With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

iv) With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.

v) To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.

vi) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the Cityfrom and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.

vii) Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

X) Insurance and Bonds.

i) Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

ii) Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

XI) Uncovering and Correction of Work.

i) Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

ii) Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

iii) Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

XII) Rights and Remedies.

i) No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.

ii) Independent Contractor**.**

1) Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.

2) Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.

3) Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.

4) Contractor is not an employee of the federal government or the State of Oregon.

5) Contractor is not a contributing member of the Public Employees Retirement System.

6) Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

XIII) Compliance With Laws.

i) Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.

ii) Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.

iii) Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

iv) Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

XIV) Claims and Disputes.

i) Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.

ii) Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.

iii) Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.

iv) No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.

v) Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.

vi) Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.

vii) Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.

viii) Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.

ix) Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.

x) Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.

xi) Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

XV) Termination or Suspension by Contractor.

i) Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.

ii) Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.

iii) Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

XVI) Termination or Suspension by City.

i) Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:

1) refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;

2) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

3) fails to make payment to subcontractors in accordance with respective agreements;

4) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

5) files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;

6) makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

7) is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.

ii) City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.

iii) Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.

iv) Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.

v) Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

XVII) Payments and Completion

i) Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.

ii) Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").

iii) Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:

1) The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;

2) The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;

3) The balance that is due to each of such entities after payment is made;

4) Certification that the Record Documents are current;

5) Itemized breakdown of Work done for the purpose of requesting partial payment;

6) Updated construction schedule;

7) Additions and subtractions from the Contract Total and Contract Time;

8) Total of retainage held;

9) Material invoices, evidence of equipment purchases, rentals, and other support City may request;

10) Percentage complete of Contractor's Work by line item;

11) A Schedule of Values updated from the preceding Application for Payment; and

12) Contractors' Certified Payroll.

iv) Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."

v) False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.

vi) Certificates for Payment**.**

1) City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.

2) City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

vii) Decisions to Withhold Certification**.**

1) City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.

2) Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.

3) City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.

4) City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.

viii) Progress Payments**.**

1) City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.

2) Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.

3) City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.

4) Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

ix) Substantial Completion**.**

1) Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.

2) Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.

3) Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.

4) Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.

5) Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.

x) Final Completion**.**

1) The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.

2) Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.

3) Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.

4) Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.

5) Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

6) Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.

7) Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

XVIII) Indemnity and Liability.

i) To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.

ii) Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.

iii) Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

iv) In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.

v) Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

XIX) ***Security***

i) Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.

ii) Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

XX) Miscellaneous Provisions.

i) Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.

ii) Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.

iii) Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

iv) No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.

v) Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

vi) No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.

vii) Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.

viii) Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.

1) Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.

2) Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.

ix) Liquidated Damages.

1) Failure to complete the Project by the specified time will result in damages to the City. The parties to this contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of $400 per day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.

x) Workers' Compensation.

1) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than $1,000,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

EXHIBIT B

CITY OF HILLSBORO, OREGON
PUBLIC IMPROVEMENT CONTRACT
INSURANCE REQUIREMENTS

1. Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

a. **Required Coverage.** Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.

1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.

2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section **b.** below.

3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.

4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.

5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.

b. **Limits.** The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation.	Statutory Limits
Employer's Liability.	
Each Accident:	$1,000,000
Each Bodily Injury Disease:	$1,000,000
Aggregate Bodily Injury Disease:	$1,000,000
Commercial General Liability.	
Each Occurrence:	$1,000,000
General Aggregate:	$2,000,000
Product/Completed Operations:	$2,000,000
Personal & Advertising Injury:	$1,000,000
Fire Damage Limit:	$100,000
Medical Expense Limit:	$5,000
Automobile Liability.	
Combined Single Limit:	$1,000,000

Professional Liability/Errors & Omissions.

Single Limit:	$1,000,000
Aggregate:	$1,000,000

c. **Additional Insureds.** The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).

d. **Joint Venture.** If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.

e. **Primary Coverage.** The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.

f. **Contractor's Failure to Maintain Insurance.** If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.

g. **Certificates of Insurance**. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.

1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.

3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.

h. **Subcontractors Insurance.** The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.

i. **Limitations on Coverage.**

1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.

2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.

3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. PROPERTY INSURANCE:

a. Builder's Risk: (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed $50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or $50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.

b. Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.

c. Such insurance shall be maintained until the City has occupied the facility.

d. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

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General Conditions

The general nature and approximate quantities of work are as follows:

Furnish all equipment, materials, and labor to complete the construction of approximately 18,500 square feet of concrete sidewalks and driveways, 752 linear feet of curb, 9 pedestrian corner ramps, install approximately 130 tons of asphaltic concrete one pedestrian activated crosswalk beacon system, minor striping, paving, and all other associated work items, including restoration and repairs.

1. **Quantities and Schedule of Contract Prices**

   The quantities set forth in this contract are approximate only and the right is reserved by the City to make such increases or decreases in the quantities as may be necessary to fully and satisfactorily complete the work**.**

   Actual payment for work done under this contract will be made at the unit prices set forth in the contractor's proposal. It is neither implied nor expressly agreed that the actual amount of work to be done and paid for will correspond therewith.

   The City reserves the right to choose the bid which best meets the City's need, or to reject any or all bids for good cause.

2. **Scope**

   This project consists of furnishing all labor, equipment, and materials necessary to perform and complete all work as described in these specifications, the written scope of work, and/or as shown on the plans.

3. **Time of Award and Completion**

   The anticipated time of award for this project is the December 16, 2014 Hillsboro City Council meeting held at 7:00 p.m. in the Hillsboro Auditorium, Hillsboro Civic Center, 150 East Main Street, Hillsboro, OR 97123.

   On site work must begin by November January 5, 2015. All work within this contract shall be complete and accepted by the City of Hillsboro by July 31, 2015.

4. **General Specifications**

   All work shall conform to the plans and the most current versions of the following specifications:
   - City of Hillsboro Design and Construction Standards (2013)
   - Oregon Standard Specifications for Construction (2008)
   - Clean Water Services Design and Construction Standards R & O 07-20 (2007)
   - AWWA Standards
   - Manual on Uniform Traffic Control Devices (2009) with Oregon Supplement
   - Oregon Temporary Traffic Control Handbook for Operations of Three Days or Less (December 2011)

5. **Submittals**

The contractor shall submit material data sheets and shop drawings for all materials and products intended for installation on the site. All manufacturers' data must show the specified dimensions and/or performance standards (ODOT, AASHTO, ASTM, ANSI, AWWA, etc.) as listed in the project specifications and the general construction specifications listed in Section 4 of these general conditions. All shop drawings shall show both the relative dimensions and the project elevations from the plans where applicable.

All submittals should be placed in a three ring binder and organized in the same order as the bid proposal form. At the front of the binder, include a list of all submittals with space for the engineer to approve, deny, or approve as noted. Three copies of the bound submittal binder shall be provided to the City at the preconstruction conference. Within 5 business days, the list of approvals will be sent back to the contractor, via email, fax, or postal service. Resubmitted materials may be made electronically via email. No work shall commence on any bid items that have not had the required submittals approved. The City will not be responsible for delays due to the contractor not requesting submittal approvals in a timely manner.

The same binder used for the material submittals should also be used to submit the traffic control plan and the initial project schedule.

6. **Work Hours**

Work hours for this project shall be 8:00 am to 4:30 pm Monday through Friday. These hours represent the limitations on construction noise. The contractor may work on site outside these hours provided that no activities are making excessive noise. Excessive noise is noise above non-construction background traffic noise, as deemed by the engineer.

Hours for lane restrictions shall be the same. In the event that these hours cause excessive traffic delays or congestion, the Engineer may designate different hours for lane restrictions. All traffic lanes in all directions shall be open outside of these hours.

Exceptions to work hours and lane restriction hours must be approved by the Engineer in advance. Under certain circumstances, exceptions may be made for activities such as paving and pouring concrete. Provide 48 hour advanced notice to the Engineer. Depending on the situation, additional notification to residents may also be required.

7. **Coordination of the Project**

The contractor shall be responsible for the overall coordination of the project. Coordination among the various utilities, subcontractors, and contracts is necessary for the proper execution of the work. Project coordination is considered incidental to the mobilization bid item.

The contractor shall contact the public as needed to coordinate the project. The contractor shall communicate with the public in a courteous and professional manner.

The contractor shall provide a detailed work schedule for the City Representative's approval prior to commencing work. All but incidental items shall be shown including detours and

related work. Controlling items will be identified and starting and completion dates for each item shall be shown. The approximate number of workers and the anticipated major equipment will be shown.

In the event that work is delayed the contractor shall submit an updated schedule; showing progress to date and identifying any work that is behind schedule. The contractor will also indicate how items behind schedule will be caught up. The Contractor and the City will review the work schedule before recommencing work.

Prior to mobilizing, the City will schedule an Open House\Meet the Contractor meeting. The contractor must send a representative to this meeting, preferable the foreman/superintendent for this project. The Engineer and inspector for the City will also attend this meeting.

Note: Once work begins, the contractor shall not cease daily operations until the project is completed.

8. **Underground Utilities**

The City has coordinated utility relocations with affected utilities, and utility relocations are underway. Once this contract is awarded, utility coordination is the responsibility of the contractor. Utility company contact information is located on the title page of the construction plans. It is the responsibility of the contractor to plan the construction schedule in conjunction with any remaining utility relocations. The City will provide any necessary survey staking as requested by the contractor or the utility companies to ensure utility conflicts are resolved.

At any point where the potential exists for grade conflicts, the contractor shall pothole the utility to determine the grade of the existing utility. Potholes shall be done a minimum of **48 hours** prior to the anticipated work to allow the City sufficient time to make modifications or corrections. The City shall not be responsible for lost production due to grade conflicts. Cost for potholing, locating, and coordinating utilities shall be considered incidental and included in the mobilization bid item.

Telephone number for utility notification:

Utility Notification Center 1-800-332-2344

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987).

9. **Water System**

The Contractor shall not operate any waterline valves without prior approval from the City of Hillsboro Water Department. A Water Department representative shall be on site and approve the operation of all existing valves. The Water Department does not warrant existing valves to hold under test pressure. No water services shall be shut off to individual properties without Water Department approval.

If water is needed for the project, contact the City of Hillsboro Water Dept. at 503-615-6700 to obtain a bulk water permit. Operating a hydrant to acquire bulk water without a City permit may result in fines or other penalties.

10. **Mail Service**

Mail service shall not be interrupted during construction. Temporary arrangements shall conform to the requirements of the United States Postal Service. Contractor is responsible for maintaining access to all mailboxes during construction operations. Should the contractor wish to temporarily relocate a mailbox to accommodate construction activities, the contractor shall bear the cost of reinstalling the mailbox.

11. **Excavation**

No bid item for excavation is included for this project. It is anticipated that the majority of the excavation necessary for the project will be covered under the clearing and grubbing and removal structures and obstructions bid items. All remaining excavation shall be considered incidental to respective bid items.

12. **Spoils**

All excavated material shall become the property of the contractor. The cost of excavation, hauling, and dumping shall be included in the appropriate bid item. The contractor shall not stockpile spoils on the roadway or within the public right-of-way at any time during construction. All material shall be disposed of off-site in a legal manner.

13. **Offsite Storage and Equipment Parking**

No equipment or materials shall be stored in the public right of way. It is the contractor's responsibility to arrange for an offsite storage location. Notify the engineer of arrangements for storage locations. Offsite storage areas are subject to city permitting regulations and should be available for inspection by city forces. Erosion control measures should be in place for all stockpiles.

Construction equipment should not be parked on public streets. Equipment parked on the street will be subject to applicable parking regulations. Illegally parked equipment may be fined by the police department. Any construction equipment creating a hazard to the public must be moved to a safe location immediately. Hazards are determined by the engineer or the police dept. Any equipment moved due to hazardous conditions will require the appropriate traffic control in place during the move.

14. **Surveying**

The City will provide all construction surveying for this project. 48 hours notice shall be provided for any staking required. Staking requests shall be submitted to the project inspector on a City of Hillsboro Staking Request Form.

15. **Tree Protection**

Protect all trees not marked for removal on the construction plans. Sidewalk locations may be adjusted by the engineer during construction to minimize damage to tree roots. A certified

arborist shall oversee the work of any tree branch trimming required on the project-whether called out specifically on the drawings or not. Payment for tree protection measures and the arborist services will be considered incidental to the Clearing and Grubbing bid item.

16. **Placement and Protection of Concrete**

Concrete shall be poured within 90 minutes of being mixed in a ready-mix truck. Concrete over 90 minutes of age will be rejected. Under no circumstances will placement of concrete be allowed when descending air temperatures drop below 40 degrees Fahrenheit or until ascending air temperatures rise above 35 degrees Fahrenheit. Unless otherwise permitted, concrete mixes shall be between 50 and 80 degrees Fahrenheit at the time of placement. When night time air temperatures are anticipated to drop below 35 degrees Fahrenheit, protect freshly poured with a suitable cover to protect from freezing.

It is the responsibility of the contractor to protect all concrete work from damage due to vandalism. A representative of the contractor should remain on site until concrete has sufficiently cured to resist vandalism. Vandalized concrete that cannot be corrected to the satisfaction of the City shall be removed and replaced at the contractor's expense.

Protection of concrete from the weather and vandalism shall be considered incidental to all concrete bid items

17. **Sanitary Facilities**

The contractor shall provide suitable on site sanitary facilities for its employees.

Special Specifications

1. **Mobilization, Permits and Insurance**

Project bid Item No. 1, *Mobilization, bond, and insurance*, consists of operations and preparatory work necessary to become ready to perform the work or an item of work. This bid item includes, but is not limited to, the following: Move personnel, equipment, supplies, and incidentals to the project site, establish offices, buildings, and other facilities necessary for work on the project, payment of premiums for all necessary bonds and insurance, and performing any other necessary work or operations that incur costs before beginning work on the Project. This item also includes all project coordination.

The lump sum payment shall be paid as follows:

- When 5 percent of the total original contract amount is earned from other bid items, 50 percent of the contract amount for mobilization will be paid.
- When 10 percent of the total original contract amount is earned from other bid items, the remaining 50 percent of the contract amount for mobilization will be paid.
- Mobilization shall not exceed 10 percent of the total original contract amount.

2. **Traffic Control**

Maintenance of traffic and traffic control through the work area shall be the responsibility of the contractor, including, but not limited to the following provisions:

A. A written traffic control plan shall be submitted no later than the preconstruction conference.

B. The contractor shall provide adequate signing and flaggers to ensure the work zone is properly identified in compliance with the current edition of the Manual of Uniform Traffic Control Devices, and the ODOT Oregon Temporary Traffic Control Handbook. This includes any necessary measures to provide for pedestrians and bicycles as well.

C. The contractor shall insure that during non-work hours on-call staff is available to maintain all traffic control devices for the project. The City Engineer and the City Police shall be provided up-to-date information on these persons. Failure to comply with this provision will cause the contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.

D. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing or reference to the work under contract.

E. No construction shall commence until all construction signing is in place and approved by City Engineer.

F. All flaggers shall have:
   1. The mental and physical ability to provide timely, clear, and positive guidance.
   2. A sense of responsibility for safety of public and work crew.

3. A neat appearance.
4. A courteous but firm manner.
5. Completed an approved work zone traffic control course within the past three (3) years and be able to provide evidence of completion to the Project Inspector upon request.
6. Two-way radios with extra batteries.

G. Barricading

The contractor shall be responsible for the protection of all excavations, projections, and obstructions.

Barricading shall be placed and maintained at all times in such a manner as to protect all workers and the general public.

Barricading is considered incidental to the Traffic Control bid item.

H. Lighting

Any work during hours without sufficient daylight shall be done under temporary construction lighting.

Temporary lighting are considered incidental to the Traffic Control bid item.

I. Access

The contractor shall limit the time each driveway access is disrupted. The contractor shall make arrangements with individual property owners, as may be required, to facilitate installation of curbs and driveways. Driveway access to all properties shall be restored at the end of each workday. Driveway concrete shall be sufficiently cured within 7 days to support homeowner vehicle traffic. The contractor shall notify affected properties 24 hours prior to construction.

J. Twenty-four (24) hours prior to starting work, the contractor is responsible for notifying the Washington County Consolidated Communications Agency (WCCCA) (503-629-0111) of any traffic impairment. Notification shall include the exact location of work and the times when work will be performed, stating time of day and the date of work. A means of emergency access will be maintained at all times in all work zones.

K. The contractor shall meet the following requirements (consistent with Item A above):

1. A detailed traffic control plan shall be supplied to the City. The contractor shall at no time close any street or intersection. Cul-de-sacs and dead ends shall have access restored within 4 hours. The contractor shall provide the name, address and telephone number of the individual(s) responsible for project construction traffic control during non-working hours.

2. Maintain minimum of one lane open at all times. Restore traffic to two lanes at the end of each workday.

3. Maintain emergency vehicle access at all times.

4. **Accommodations must be made for school buses when school is in session.** There is a school located on this street. The traffic control plan must prevent buses from being delayed, especially during morning arrival.

5. Street closures are not approved for this project. In the unlikely event the City approves an emergency closure, notify the City Engineer, Fire and Police Dispatch (WCCCA), Hillsboro School Dist. 1J, and post the appropriate signage as soon as possible.

Payment for Traffic Control will be a made under the lump sum Temporary Protection and Direction of Traffic bid item, and includes all necessary signage, traffic control devices and labor, except for flagging. Payment for flagging shall be made on an hourly basis under the flagging bid item. Unit prices for flagging shall not be less than current prevailing wage rates. No additional payments will be made for additional measures required by the engineer to ensure the safety of the project site.

3. **Erosion Control**

Erosion Control measures shall apply to this project, per Clean Water Services Standards.

A. Erosion control measures shall be in place prior to the start of construction.

B. Wet weather measures are required.

C. All catch basins, culverts, and ditch inlets require inlet protection, per CWS standards.

D. The street shall be kept clean at all times. Spillage of excavated material and/or backfill shall be removed immediately.

E. The contractor shall take any additional measures required to ensure erosion control quality standards are achieved.

F. Final groundcover of seeded areas shall be dark garden mulch, and landscape beds shall be barkdusted. Use of straw for groundcover is not allowed.

Payment for erosion control measures will be an all inclusive lump sum under the erosion control bid item.

4. **Clearing and Grubbing**

Remove all vegetation and organic soil from areas that require excavation or grading. Tree designated for removal that are smaller than 4 inches shall be removed under the Clearing and Grubbing bid item. Remaining stumps shall be removed 6 inches below finish grade. Clearing and grubbing operations shall be limited to the public right of way. Use caution when working near trees that will remain to protect root systems.

Payment for clearing and grubbing will be on a lump sum basis under the Clearing and Grubbing bid item, and includes all labor, equipment, and disposal as needed to perform the

work. Payment for large tree removal will be on a lump sum basis under the Large Tree Removal bid item, and includes all labor, equipment, and disposal as needed to perform the work.

5. **Removal of Structures and Obstructions**

Remove existing concrete driveways, asphalt pavement, curbs, retaining walls, storm pipe, and catch basins as shown on the plans.
Concrete panels to be removed shall be saw cut prior to breaking up and removing. Take care not to cause damage to surrounding panels. Damage caused by contractor negligence shall be repaired (or replaced if so required by the City) at the contractor's expense. Approximate Quantity: 8610 SF

Curbs to be removed shall be saw cut including a 2 foot section of pavement in front of the curb. Remove curb, pavement, and rock section to proposed subgrade. Approximate Quantity: 750LF Curbs, 1500 SF Asphalt

Remove existing retaining walls in conflict with the proposed sidewalks. If the property owner wishes to keep the retaining wall materials, salvage them and place them just outside the right of way for the property owner. Otherwise, dispose of all retaining wall materials in a legal manner. Approximate Quantity: 170 SF

Payment for removal of structures and obstructions will be on a lump sum basis and includes all labor, excavation, materials, and disposal needed to complete the work. Sawcutting, paving and all new work shall be paid under their respective bid items.

6. **Large Tree Removal**

Remove trees as shown on the drawings. No other trees will be paid for, this removal being subsidiary to the bid items affected thereby. Large trees to be removed shall be cut into firewood rounds and limbs hauled away, and the stumps ground 6 inches below finished grade. All trees that are suitable for firewood shall be cut into firewood size rounds. If the homeowner does not wish to keep the firewood, the City will make arrangements for a charity to pick up the wood. All other branches and cuttings shall be removed from the property and disposed of properly. All stump grindings shall be hauled away and the area restored with fertile topsoil.

Payment for Large Tree Removal (includes stump removal) shall be on a lump sum basis. t. This price shall include all equipment and labor necessary to complete the item, including disposal costs and placement of topsoil backfill. Final restoration of areas disturbed by tree removal will be paid under the Restoration bid item.

The diameter and number of trees that will be removed are as follows:
Diameter 5"-10": 6 each
Diameter 11"-16": 3 each
Diameter 17"-24": 5 each
Diameter 25" and larger: 1

7. **Stump Removal**

Grind stumps 6 inches below finish grade. All stump grindings shall be hauled off. Backfill the area with topsoil to finish grade.

Payment for stump removal (existing stumps only) shall be lump sum for all existing stumps. This price shall include all equipment and labor necessary to complete the item, including disposal costs and placement of topsoil backfill. Final restoration of areas disturbed by tree removal will be paid under the Restoration bid item.

8. **Embankment**

Where needed, the only embankment construction required for this project will fall between the curbs and right-of-way. Any embankment constructed under proposed sidewalks must be compacted until firm and unyielding. The contractor shall be responsible for any restoration required as a result of settlement. In areas to be landscaped, the top 12" of fill must be fertile top soil. Payment for topsoil is included in the Restoration bid item.

Payment for embankment will be on a cubic yard basis as measured in place, and includes all labor and materials necessary.

9. **Relocate Existing Fence on Owners Property**

Relocate existing fences to property line as required. Match existing material and installation procedures. Existing materials can be reused if salvaged in good condition. Set new end posts as needed.

Payment for relocation of existing fences will be on a linear foot basis under the Relocate Existing Fence on Owners Property bid item and includes all labor and materials necessary to complete the work.

10. **Curbs**

Curbs shall conform to the City Standard Detail PW 070. Curbs shall be installed on a minimum of 4" of 1 ½"-0 aggregate base compacted to 100% AASHTO T-99. Typical curb exposure is 6 inches. In areas with less curb exposure, replacement curb should match with the top of the existing curb and the exposure adjusted accordingly. Curbs may be poured monolithically with curb tight sidewalk.

Payment for installation of curb shall be on a linear foot basis and includes all materials and labor. There will be no pay differential for curb installed separately versus curbs poured monolithically with the sidewalk. Curbs in front of driveways and curb ramps will be paid under the curb bid item and will not be included in the driveway or curb ramp bid items.

11. **Sidewalks**

All sidewalks shall be a minimum of 3-1/2" thick. Sidewalks shall be a minimum of 3000 psi commercial grade concrete mix placed on a minimum of 2" of compacted ¾" minus base rock. Base rock will be included in the bid price per square foot for sidewalk installation.

Private walkways when present shall be connected to the new public sidewalk. Private connections shall be constructed to the width of the existing walkway and to the same standard as the public sidewalk. Walkways shall not exceed 10 percent running grade and 2 percent cross slope. Private walkways shall be considered sidewalks and paid under the sidewalk bid item.

Payment for sidewalks will be made on a square foot basis and includes all labor, materials, concrete, base rock and excavation needed to complete the work. Curb ramps will paid under a separate bid item and are not to be included in the sidewalk quantity.

12. **Driveways**

All driveways shall be a minimum of 5-1/2" thick. Driveways shall be a minimum of 3000 psi commercial grade concrete mix placed on a minimum of 2" of compacted ¾" minus base rock. Base rock will be included in the bid price per square foot for driveway installation.

The contractor shall limit the time each driveway access is disrupted. The contractor shall make arrangements with individual property owners, as may be required, to facilitate installation of driveways. Driveway access to all properties shall be restored at the end of each workday. Driveway concrete shall be sufficiently cured within 7 days to support homeowner vehicle traffic. The contractor shall notify affected properties **48 hours** prior to construction on private property.

Payment for driveways will be made on a square foot basis and includes all labor, materials, concrete, base rock and excavation needed to complete the work. Curb will be paid under a separate bid item and is not to be included in the Curb Ramp bid item.

Note: For the property address: 785 SE 24th Ave, Contractor shall remove and reinstall the decorative tiles as-is on the driveway. If the tiles are damaged, the Contractor shall replace the tiles. Payment for the tiles shall be under a separate bid item.

13. **Asphalt Driveways**

Where existing driveways are paved with asphalt, the driveway section from the back of the sidewalk to the connection point shall be restored with asphalt. Place asphalt in a single 3 inch lift, or match the thickness of the existing driveway, whichever is greater. Asphalt mix shall be a Level 2 ½" or 3/8" HMAC or WMAC conforming to ODOT specifications, section 00744. Asphalt shall be placed on 4 inches of ¾"-0 compacted aggregate base.

Where driveways grades result in steep grade breaks and poor transitions between the sidewalk and the driveway, construct the driveway with vertical curves as needed to improve the transition and prevent cars from bottoming out on the driveway.

Payment for installing asphalt driveways shall be made on a per ton basis under the Furnish and Install Asphalt Driveways bid item, and includes all labor, equipment, materials, grading, and base rock as needed to prepare and pave the driveway. Payment for the concrete sidewalk section of the driveway shall be made under the Install Concrete Driveways bid item.

14. **Curb Ramps**

Curb ramps shall be constructed at the indicated locations. Curb ramps shall include the necessary layout of the work to the indicated grades so that all ADA requirements are met.

Sidewalk ramps shall be constructed with black colored truncated domes as indicated on the City's Standard Drawings. Cast in place Armor Tile truncated dome panels by Engineered Plastics Inc., CIP Tactile Panels by Masons Supply Company, or approved equal (wet set products only) are acceptable.

Payment for curb ramps will be on a per ramp basis, and includes all labor, materials, base rock and truncated domes. Curb will be paid under a separate bid item and is not to be included in the Curb Ramp bid item.

15. **Retaining Walls**

Construct block retaining walls in accordance with the manufacturer's instructions. Blocks shall be grey in color and equivalent to the Mutual Materials Cottagestone or Cottagestone Advantage. Blocks shall be nominal 12 inches wide by 4 inches tall by 7-8 inches deep. Install cap stones where intended by the manufacturer. Install 7-12 inches of ¾" drain rock behind the wall for drainage. Walls shall be installed on a 6-inch ¾"-0 compacted aggregate foundation. Install perforated pipe drains with fabric socks on walls taller than 30 inches. Connect drains to weep holes in the curb.

Payment for retaining walls will be on a square foot of wall face basis, and will include all wall materials, rock backfill and foundation, excavation, labor and perforated drainage pipe. Payment for installation of weep holes will be made under the weep hole bid item.

16. **Saw cut**

The contractor shall saw cut all concrete and existing asphalt as required for construction. After all excavation, backfill, compaction, and testing, and prior to any final paving, the contractors shall re-cut all pavement edges a minimum of 6" from original cut, or as directed by the City Representative.

Payment for saw cutting will be on a linear foot basis, under the saw cut bid item.

17. **Street Patch**

Temporary hot mix or cold mix shall be placed immediately after trench backfill has been compacted and shall be kept in good repair until final pavement work or patch repairs can be made. All costs for temporary trench repairs shall be considered incidental to the pipe item.

The Contractor shall T-cut, remove and replace all existing asphalt areas disturbed by construction for pipe and drainage structure work with a minimum compacted mat thickness of four (4) inches or match existing, whichever is greater. When necessary, a 3 inch base lift may be used. No other lift shall exceed 2 inches in thickness. Asphalt concrete paving materials shall conform to ODOT Standard Specifications, Level 2 HMAC (or WMAC), ½ - inch dense graded mix.

Asphalt sections will be tested per City Standard Specification. The City will be responsible for all compaction testing. Costs for all other testing will be the contractor's responsibility

and shall be considered incidental and included in that appropriate bid item. Payment for asphalt trench paving will be based on the unit price bid per ton and includes all materials, labor, equipment, and hauling required for placement.

Final paving will not be allowed until all pipes have been accepted. Allow 10 working days from submittal of pipe testing results for the City to review documentation and accept the work.

18. **Base Rock Installation**

Excavation to sub-grade must be made in a manner that will not damage the sub-grade. No vehicles, including construction equipment shall be allowed to drive on the exposed sub-grade. Base rock shall be installed as quickly as possible to facilitate the reopening of the driveway to traffic. Any damage to sub-grade caused by the contractor shall be repaired at the contractor's expense. Sub-grade testing will not be required.

Base rock shall be ¾"-0 placed and tested per Oregon Standard Specification Section 00641. Compact base rock to 100% AASHTO T-99 standard. Utility trenches shall be compacted to 95% AASHTO T-99. The City will be responsible for all compaction testing. Tests failing to meet requirements shall be retested at the Contractor's expense. Costs for all other testing shall be considered incidental and included in the appropriate bid item. Base rock shall be measured in place using the actual horizontal area and the typical section thickness as listed in the scope of work or on the plans.

Payment for base rock will be by unit price per cubic yard measured in place. Any additional water required to adjust moisture content shall be considered incidental.

19. **Install New Weephole and Reconnect Rain Drain Lines**

All storm drain lines encountered during sidewalk and curb installation shall be reconnected to a new weep hole in the curb. Payment for reconnecting drain lines to weep holes in the curb will be at the contract unit price and will include all costs for the removal of the existing line and 3 feet of curb, installation of new line including any required fittings, installation of 3 feet of new curb section, and all appurtenant work.

20. **New Street Signs**

Street signs of the type indicated on the drawings shall be furnished. All signs and posts shall meet the requirements as shown on the drawings. The City has recently updated its sign standards. Please see the signing legend in the plan for details. New street name signs will be on 12" tall 0.100" thick aluminum sign blanks with Series D lettering. All street name signs are single sided, so 2 signs of each name (4 total per location) are required at each installation.

All Speed limit signs shall be 30" x 36". All existing regulatory signs shall remain in place during construction.

Payment for new street signs shall be at the contract unit price indicated and shall include all materials, sign supports, equipment, disposal of old sign support and labor necessary for installation.

21. **Reinstall Existing Sign on New Support**

Where shown on plans reinstall existing signs on new sign support. All regulatory signs shall remain in place during construction. This may require a temporary sign support. Signs shall be cleaned prior to reinstallation. Any damage caused to signs by the contractor may require sign replacement at the contractor's expense. Replacement signs will meet current standards regardless of the damaged sign's size or condition.

Payment for reinstalling street signs shall be at the contract unit price indicated and shall include all materials, sign supports, equipment, disposal of old sign support and labor necessary for installation.

22. **Striping Removal**

Remove striping where shown on the plans. Striping shall be removed by grinding, water jetting or bead blasting, using the minimum effort needed to remove the striping. Removal depth shall not exceed 1/8" into the existing pavement. Excessive pavement damage will be repaired at the contractor's expense.

Payment for removal of striping will be on a linear foot basis and includes all labor, equipment, materials, and clean up as needed to complete the work.

23. **Pavement Striping**

All striping shall be thermoplastic and conform to ODOT standards for materials and installation.

The contractor shall be responsible for layout of all pavement markings. A representative of the City's traffic operations group will be onsite to approve the contractor's layout.

Payment for stop bar striping will be per actual linear footage furnished and installed, and includes all material, labor and street preparation.

24. **Pedestrian Activated Beacon Crosswalk System**

Furnish one (1) Carmanah Technologies R920 Rectangular Rapid Flashing Beacon crosswalk system comprising of:

(i) 2 solar engines (R920)
(ii) 4 light bars with confirmation lights
(iii) 2 Polara Bulldog push buttons (black)
(iv) 2 push button frame kits 9"x12" with push button mount (black)
(v) 2, 2.5" square posts
(vi) 2 push button signs 9"x12" (R10-25)

Other signs associated with the crosswalk system are indicated on the bid item list.
The concrete foundation for the crosswalk system is incidental to this bid item and will not be paid for separately.

25. **Restoration**

Restore all areas disturbed during construction, including existing landscaped areas, shrubs, trees, or lawn areas. These areas shall be restored to as good or better condition than existed prior to construction. A videotape will be made by the City to utilize, as a reference to verify the restoration needed. Remove, replace if damaged, and reinstall all fences, signs (private signs), etc., as required for construction. Coordinate with the homeowners to determine if areas should be reseeded with grass or filled with bark dust.

a) Fences

Relocate existing fences to property line as required. Match existing material and installation procedures. Cost for relocation of existing fences will be considered part of the Restoration bid item.

b) Grading

Grade all areas to provide a smooth transition. Excavate or fill as required. All grades shall flow smoothly into one another and produce positive drainage. All vegetation shall be cleared and all clods and/or rocks greater than 1" in diameter shall be removed.

Backfill areas with top soil, compact, cultivate, level the ground, and remove all rocks, to the satisfaction of the Engineer prior to placing seed, fertilizer and mulch.

c) Seeded Areas

For those properties wishing to have the area reseeded, all vegetation shall be cleared and all clods or rocks greater than 1" in diameter shall be removed. All construction debris must be removed. When grading is complete, all exposed soil shall be prepared and planted in accordance with industry standards.

The following seed composition or approved equal shall be used:

Three Way Perennial Ryegrass Blend
33% Nobility Perennial Ryegrass
33% Delaware Dwarf Perennial Rye
34% Pleasure Perennial Ryegrass

Prevent seed, fertilizer, and mulch from falling or drifting onto areas occupied by rock base, rock shoulders, plant beds, or other areas where grass is detrimental. Remove material that falls on plants, roadways, gravel shoulders, structures, sidewalks, and areas where material is not specified. Replace any material that becomes displaced before acceptance of the work.

The contractor shall ensure that seeded areas have a uniform, healthy and weed-free stand of grass growing at the end of the establishment period. The seeding establishment period begins upon acceptance of the initial seeding work and ends upon satisfactory plant growth and coverage of the seeded areas. The minimum living plant coverage for acceptance of seeding is 90% coverage of the ground surface. The Contractor shall repair and restore soil grades and re-seed any damaged, settled, or unproductive areas to the specified conditions at the Contractor's expense.

Payment for Seeding shall be will be incidental to the Clean Up and Restoration of bid item and will include providing top soil, all grading, soil preparation and necessary watering during until the grass as been established.

d) Sweeping

Keep the streets, sidewalks, and driveways free of construction debris including gravel, earth, vegetation, concrete, asphalt, concrete forms, nails, etc., during construction. Sweep local work areas at the end of each day as necessary. If debris in the roadway becomes excessive or wide spread (as determined by the engineer), sweep the entire project with a truck mounted sweeper. After all other restoration is completed, sweep the entire project one final time with a truck mounted sweeper. Payment for all sweeping activities will be considered incidental to the Restoration bid item.

e) Damaged Caused by Construction Equipment

Any damage caused by construction activities not included the scope of work are the responsibility of the contractor to repair. Any offsite storage areas will be inspected for damage as well. Damages may include, but are not limited to, cracked curbs, driveways, and sidewalks, cracks in the roadway, damage to the asphalt surface of the roadway, and tire/track rutting in landscaped areas. Damages will be noted and passed on to the contractor as they are discovered, and at the initial punch list inspection. The contractor shall make the necessary repairs in a manner acceptable to the city. The city will withhold final payment until the necessary repairs are complete.

f) Tree Trimming and Vegetation Trimming

Any tree trimming, limb removal, or vegetation trimming required to maintain proper vertical and horizontal clearances from the sidewalk, street signage, and vision clearance areas at intersections shall be covered under the restoration bid item. Trees and vegetation shall be trimmed in accordance with ANSI tree trimming standards.

All final grading, topsoil placement, general project clean up, fence restoration, street sweeping, and tree trimming shall be included in the lump sum bid item for Restoration. Seeding to reestablish lawns and barkdusting of landscape beds shall be paid under their own respective bid items by the square foot.

g) Sprinkler System Relocation and Repair

All landscaping irrigation systems in conflict (lines or watering heads installed under proposed improvements) or damaged by the proposed construction shall be reconfigured or repaired to operate properly without spraying the roadway or sidewalk. Modify or repair irrigation lines so the entire system is behind the proposed sidewalk. Materials used to repair irrigation systems should match the existing system as best as practicable. New watering heads shall be consistent with the remaining watering heads on the existing line. Coordinate testing of the repaired system with the property owner. All work to replace these systems shall include capping existing lines and installation of new sprinkler heads as necessary to water areas served by the system removed.

Payment for Sprinkler System Relocation and Repair shall be incidental to the Restoration Bid item.

26. **Mailboxes**

Provide temporary supports for mailboxes during construction. Ensure that the post office has access to deliver the mail as needed.

New mailboxes will be Florence CBU model 1570-16. New mailboxes will be installed on a widened sidewalk panel that is thickened in the anchor bolt area. Install the mailbox facing the street with the face of the mailbox flush with the back of walk. Concrete pad shall be large enough to provide a 60 inch clear circle ADA turnaround for wheelchairs. Keys to the new mailboxes shall be transferred to the post office for distribution to residents. Once the new mailboxes are in service, dispose of the old mailboxes.

New single mailbox supports shall conform to ODOT Details RD100 and RD101.

Payment for mailboxes will be on an individual basis by mailbox model, and includes all materials and labor to install the mailbox, provide temporary supports for existing mailboxes, and to dispose of existing mailboxes. Payment for the concrete pad the mailbox sits on will be made under the sidewalk bid item.

27. **Root Barriers**

Install 18" Root barriers at the back of walk to protect the new sidewalk from damage from the new street trees and nearby existing trees. Root barriers shall be made of rigid plastic (interlocking panels or in roll form) and installed according to the manufacturer's recommendations.

Payment for root barriers will be on a linear foot basis under the Furnish and Install Root Barriers bid item and includes all labor, materials, and backfill.

28. **Adjusting Water Valves and Meter Boxes**

Adjust the existing water valve and meter boxes and other telecommunication company access boxes to match grade where necessary. New water meter boxes shall be furnished and adjusted to grade. The approved water meter box is the Armorcast 12" x 20" x 12" Rotocast Polyethylene box model P6000485 with A6000484RCI hinged cast iron reader lid. Meter boxes and lids in driveway locations shall be H-20 traffic rated. Meters shall be centered in the box.

Payment for adjusting water valves and furnishing and adjusting to grade new water meter boxes, shall be on an individual basis, including all labor and materials.

29. **Adjust Gas Valve Box to Grade**

Any gas valve boxes encountered during construction should be adjusted to grade to match the sidewalk. Square non-traffic rated valve lids should be replaced with smooth circular traffic rated lids. Contact NW Natural for a replacement valve lid if necessary. Notify NW Natural when working on their facilities.

Payment for adjusting gas valves is on an individual basis and includes all labor. If a new valve lid is needed, this will be supplied by NW Natural.

Where necessary, adjust Frontier or other communication/cable company handholes and boxes to grade. Frontier has already relocated their facilities and adjusted most of them close to grade. Most adjustments should be minor. Notify Frontier when working on their facilities.

Payment for adjusting handholes and boxes is incidental to the project. If a new box is needed, this will be supplied by appropriate communications/cable company.

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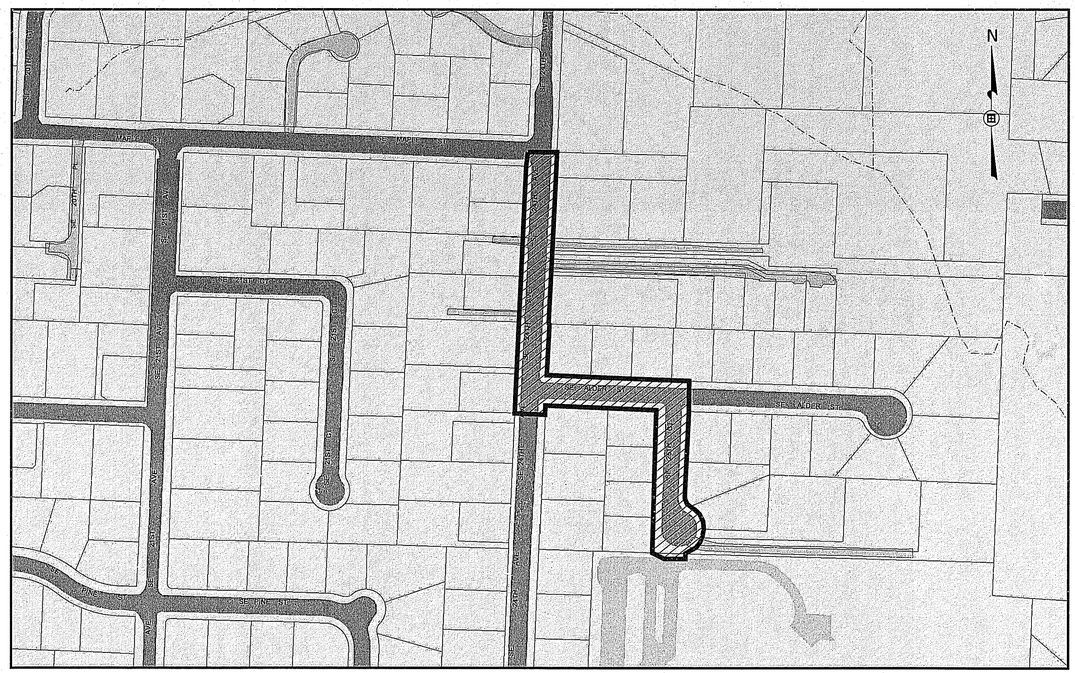
SE 24TH AVE SIDEWALK IMPROVEMENTS

PROJECT # 10889

GENERAL NOTES

PROJECT STATIONING BASED ON THE CENTERLINES OF SE 24TH AVE, SE ALDER ST, AND SE 25TH COURT.

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS, THE CITY OF HILLSBORO DESIGN AND CONSTRUCTION STANDARDS, 2013 EDITION, AND CLEAN WATER SERVICES (CWS) RESOLUTION AND ORDER (R&O) CWS 07-20, DATED JUNE 1, 2007.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH CLEAN WATER SERVICES STANDARDS AND THE DEMO & EROSION CONTROL PLAN. COORDINATE EROSION CONTROL MEASURES WITH THE CITY OF HILLSBORO INSPECTOR.
3. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) MOST RECENT ADDITION. MAINTAIN A MINIMUM OF ONE TRAFFIC LANE OPEN AT ALL TIMES. TRAFFIC LANES IN BOTH DIRECTIONS SHALL BE RESTORED AT THE END OF EACH WORK DAY IN ACCORDANCE WITH THE PROJECT GENERAL CONDITIONS.
4. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987).
5. UTILITY LOCATIONS ARE APPROXIMATE ONLY. EXACT LOCATIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR. ALL UTILITIES NOT SHOWN SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL THE OREGON UTILITY NOTIFICATION CENTER AT (800)332-2344 FOR THE MARKING OF UNDERGROUND LINES. THE CONTRACTOR SHALL "POTHOLE" AS NEEDED TO FIND AND PROTECT THOSE SERVICES AND TO AVOID CONFLICTS.
6. PRE-CONSTRUCTION CONFERENCE REQUIRED. PRIOR TO AUTHORIZATION TO BEGIN CONSTRUCTION A PRE-CONSTRUCTION CONFERENCE MEETING WILL BE HELD. ATTENDANCE IS MANDATORY FOR: PROJECT ENGINEER/DESIGNER, CONTRACTOR, & SELECTED SUB-CONTRACTORS.
7. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH CITY INSPECTOR(S). CONTRACTOR SHALL NOTIFY CITY INSPECTOR(S) 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION, BY CALLING 503-681-6146. CONSTRUCTION WORK HOURS SHALL BE MONDAY THROUGH FRIDAY BETWEEN 8:00AM AND 4:30PM.
8. DURING CONSTRUCTION THE CONTRACTOR AND/OR SUB-CONTRACTOR(S) SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
9. ALL EXISTING ASPHALT CONCRETE PAVEMENT (AC) AND PORTLAND CEMENT CONCRETE (PCC) SHALL BE SAW CUT, REMOVED AND REPLACED AS REQUIRED.
10. SAW CUT STRAIGHT MATCH LINES TO CREATE A BUTT JOINT BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT.
11. CONTRACTOR SHALL CONFINE WORK TO DEDICATED RIGHTS-OF-WAY, EXISTING EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS.
12. NO STOCKPILING OF MATERIALS AND/OR STORAGE OF EQUIPMENT IN THE RIGHT-OF-WAY SHALL BE PERMITED.
13. ALL DAMAGE CAUSED BY CONTRACTOR SHALL BE RESTORED TO AN 'AS GOOD OR BETTER' CONDITION.
14. ALL LANDSCAPING AND/OR SOD SHALL BE REPLACED TO AN 'AS GOOD OR BETTER' CONDITION.
15. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIALS.
16. ELEVATIONS ESTABLISHED FROM CITY OF HILLSBORO.



AREA CALCULATIONS

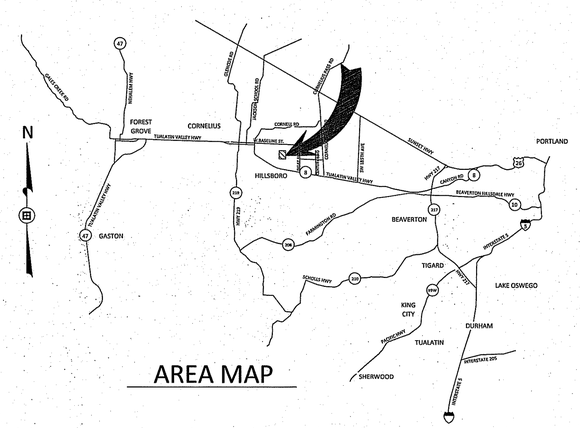
TOTAL SITE AREA	76,073 S.F./ 1.74 A.C.
EXISTING IMPERVIOUS SITE AREA	52,977 S.F./ 1.21 A.C.
PROPOSED IMPERVIOUS AREA	9,175 S.F. / .21 A.C.
DISTURBED IMPERVIOUS AREA	9,982 S.F. / .22 A.C.
UNDISTURBED IMPERVIOUS AREA	42,995 S.F./ .98 A.C.

CWS STORMWATER TREATMENT REQUIREMENTS

PROPOSED IMPERVIOUS AREA	9,175 S.F./ .21 A.C.
DISTURBED IMPERVIOUS AREA	9,982 S.F./ .22 A.C.
TOTAL TREATMENT AREA	19,157 S.F.
CWS WQ FLOW	0.04 CFS

Sheet List Table

Sheet No.	Drawing No.	Sheet Title
1	COVER	COVER SHEET
2	U-101	UTILITY RELOCATION PLAN
3	U-102	UTILITY RELOCATION PLAN
4	D-101	DEMO & EROSION CONTROL PLAN
5	D-102	DEMO & EROSION CONTROL PLAN
6	C-101	STREET DETAILS
7	C-102	STREET DETAILS
8	C-103	CURB RAMP DETAILS
9	C-104	CURB RAMP DETAILS
10	C-105	CURB RAMP DETAILS
11	C-201	SIDEWALK IMPROVEMENT PLAN
12	C-202	SIDEWALK IMPROVEMENT PLAN
13	S-101	SIGNING & STRIPING PLAN
14	S-102	SIGNING DETAILS
15	S-103	SIGNING DETAILS



AREA MAP

CALL BEFORE YOU DIG

POTENTIAL UNDERGROUND FACILITY OWNERS
"ONE CALL"
UTILITY NOTIFICATION CENTER
1-800-332-2344 OR 811

ATTENTION:Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 throught OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification center is(503)232-1987).

ENGINEER OF RECORD

CITY OF HILLSBORO
ENGINEER: DOUG GRESHAM
150 E MAIN ST-FOURTH FLOOR
HILLSBORO , OR 97124
PHONE: 503-681-6238
FAX: 503-681-6245
doug.gresham@hillsboro-oregon.gov

PERMITTEE'S SITE INSPECTOR: KENNY HERRICK OR CHARLIE BARE
COMPANY/AGENCY: THE CITY OF HILLSBORO
PHONE: 503-681-6146
FAX: 503-681-6245
E-MAIL: kenny.herrick@hillsboro-oregon.gov/charlie.bare@hillsboro-oregon.gov
DESCRIPTION OF EXPERIENCE: both have more than 15 years experience as construction inspector's with the city of hillsboro.

SHEET NO. COVER
DRAWING NO. 1 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:10 AM

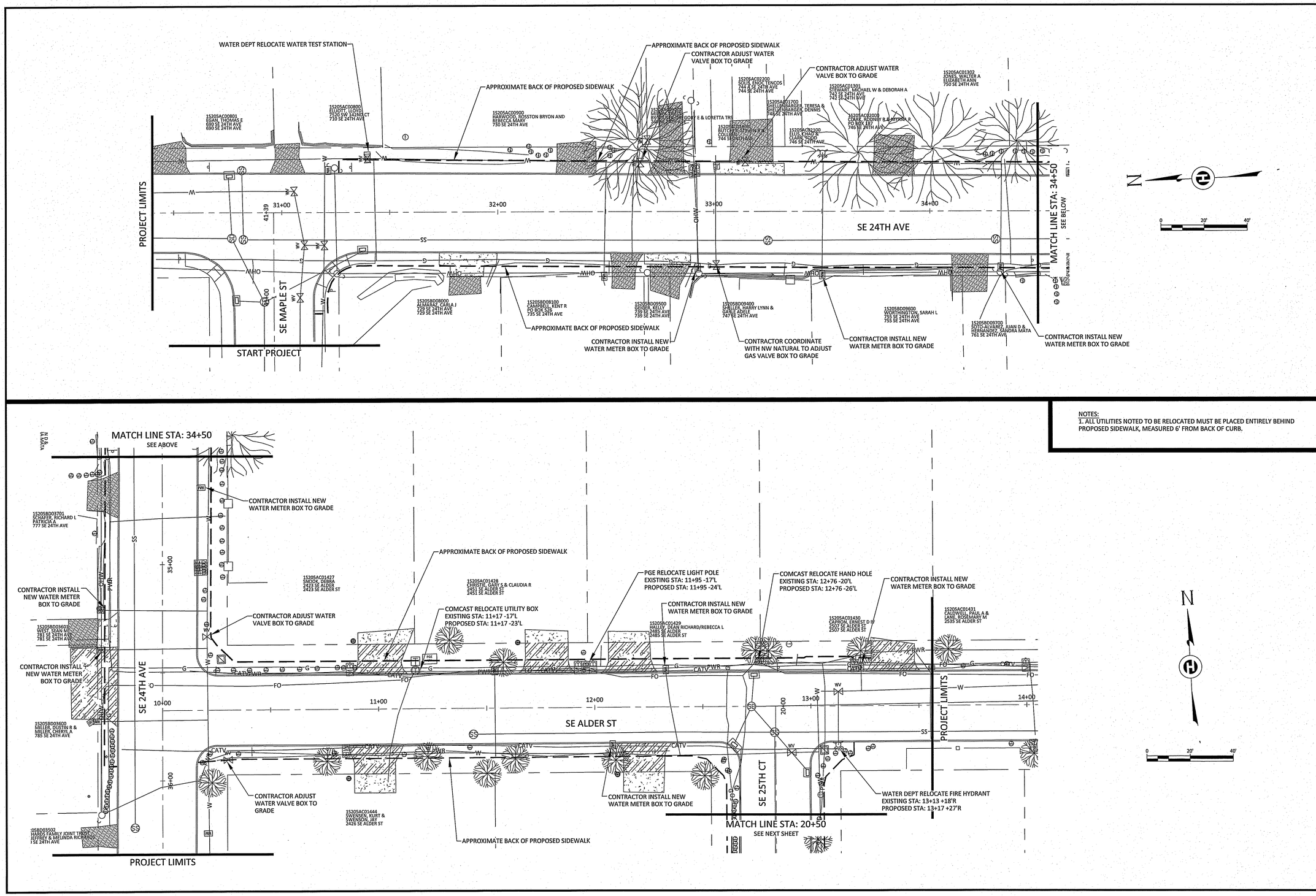
SE 24TH AVE SIDEWALK IMPROVEMENTS
COVER SHEET
FILE NAME: COVER.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER — OREGON — DOUGLAS W. GRESHAM — EXPIRES: 6/30/2015

SCALE: PLAN / PROFILE — HORIZ. — VERT.
DRAWN: CW
CHECKED: TB

#	DATE	REVISION	BY	APP'D



NOTES:
1. ALL UTILITIES NOTED TO BE RELOCATED MUST BE PLACED ENTIRELY BEHIND PROPOSED SIDEWALK, MEASURED 6' FROM BACK OF CURB.

SHEET NO. U-101
DRAWING NO. 2 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:11 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

UTILITY RELOCATION PLAN

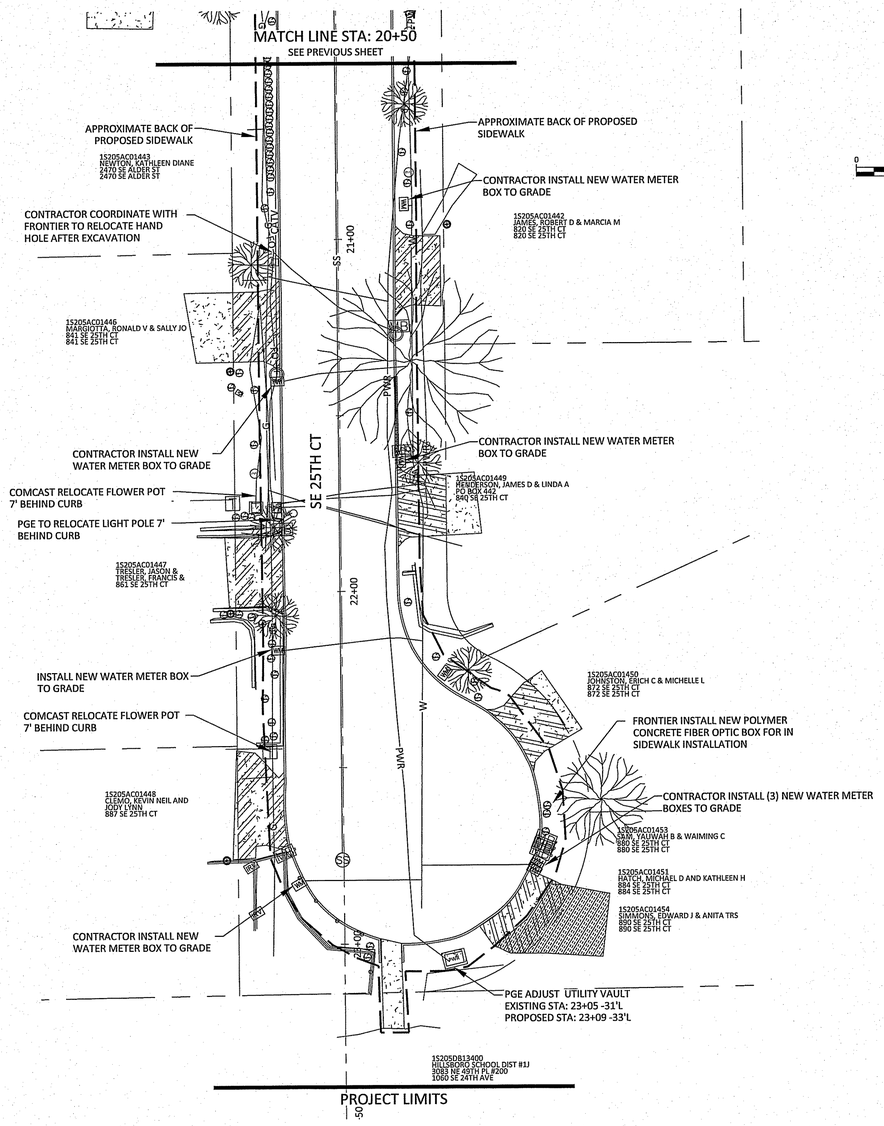
FILE NAME: UTILITY RELOCATE.DWG

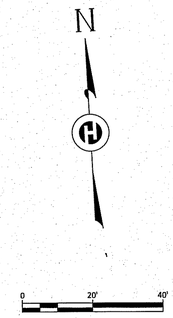
Hillsboro OREGON
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089
PHONE: 503.681.6146 | FAX: 503.681.6245

REGISTERED PROFESSIONAL ENGINEER
OREGON JANUARY 10, 2006 DOUGLAS MICHEL
EXPIRES: 6/30/2015

SCALE	
PLAN	1"=20'
PROFILE HORIZ	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D





NOTES:
1. ALL UTILITIES NOTED TO BE RELOCATED MUST BE PLACED ENTIRELY BEHIND PROPOSED SIDEWALK, MEASURED 6' FROM BACK OF CURB.

SHEET NO. U-102
DRAWING NO. 3 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:12 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

UTILITY RELOCATION PLAN

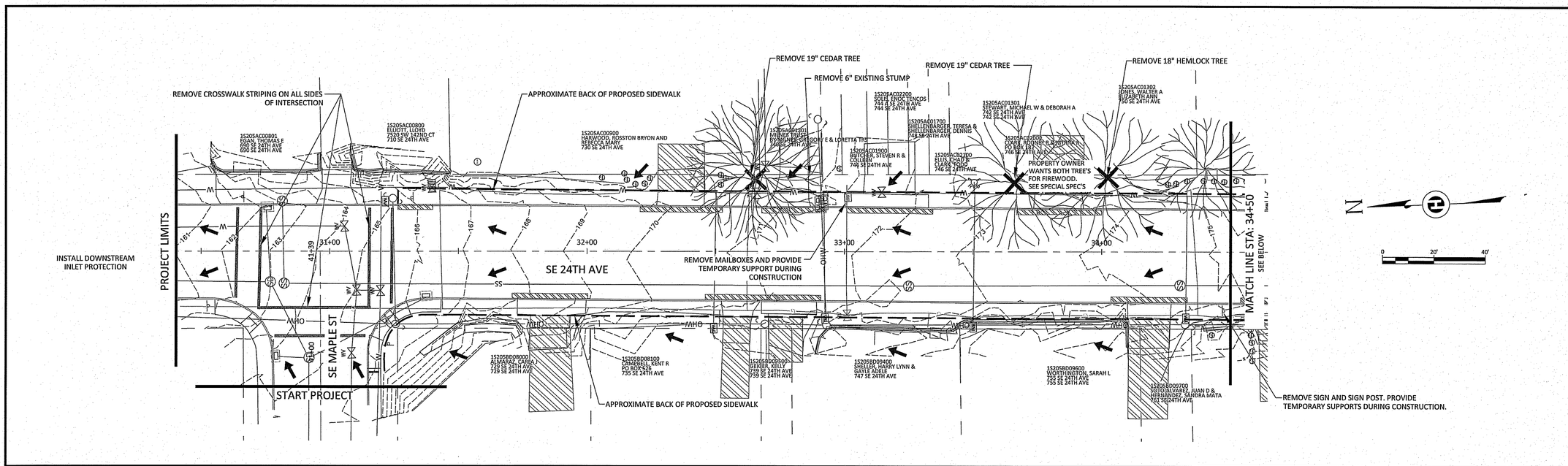
FILE NAME: UTILITY RELOCATE.DWG

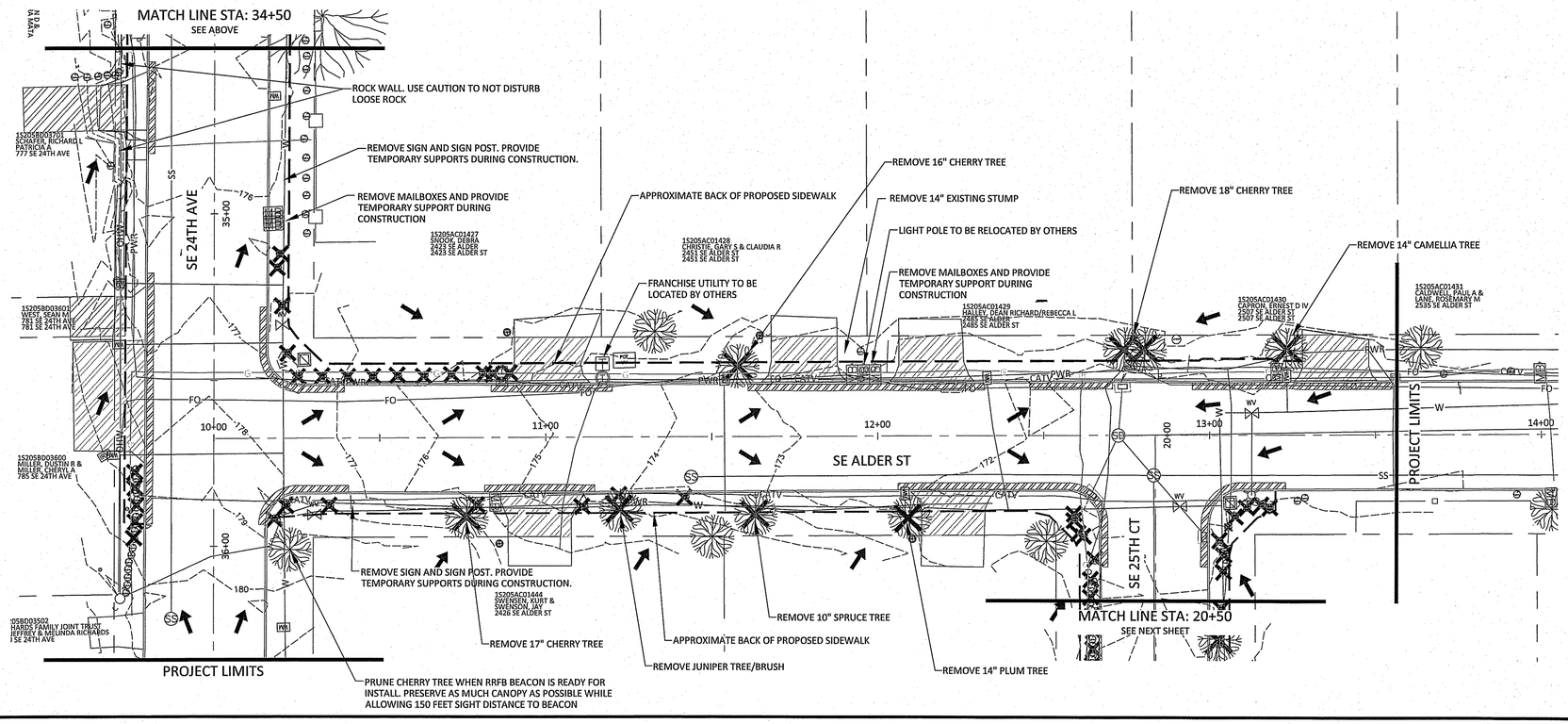
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
DOUGLAS MICHAEL TAYLOR
OREGON
EXPIRES: 6/30/2015

SCALE: PLAN 1"=20' HORIZ. VERT. PROFILE
DRAWN: CW
CHECKED: TB

#	DATE	REVISION	BY	APP'D





NOTES:

1. DEMO DRIVEWAY ON RIGHT OF WAY PROPERTY, CURB AND GUTTER, AND 2' ASPHALT STRIP IN FRONT OF DRIVEWAY FOR RECONSTRUCTION FOR ALL DRIVEWAYS WITHIN CONSTRUCTION LIMITS AS SHOWN SHEETS D-101 AND D-102.

2. CLEAR ALL OBSTRUCTIONS BETWEEN CURB AND PROPOSED BACK OF SIDEWALK LINE FOR NEW 6' SIDEWALK CONSTRUCTION.

3. CLEAN WATER SERVICES WET WEATHER SEASON RUNS OCTOBER 1 THROUGH MAY 31. DURING THIS TIME, WET WEATHER MEASURES MUST BE TAKEN. BARK MULCH WILL BE REQUIRED FOR TEMPORARY GROUND COVER.

X	REMOVE TREE OR BUSH
	INLET PROTECTION
	REMOVE -DRIVEWAY, CURB AND 2' ASPHALT STRIP AGAINST CURB
→	DIRECTION OF STORM WATER RUNOFF
	CONCRETE WASH AREA

SHEET NO. D-101
DRAWING NO. 4 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:13 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

DEMO & EROSION CONTROL PLAN

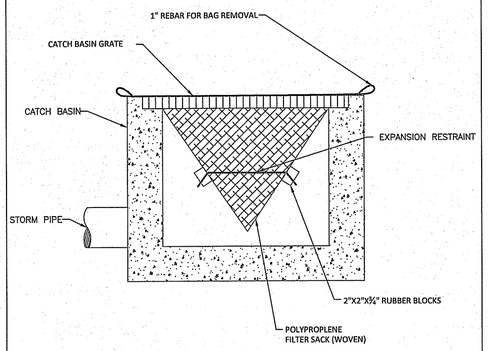
FILE NAME: DEMO PLAN.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER — OREGON — DOUGLAS W CONELL — EXPIRES: 6/30/2015

SCALE	PLAN 1"=20'	HORIZ.	VERT.	PROFILE	DRAWN: CW	CHECKED: TB

#	DATE	REVISION	BY	APP'D



WOVEN POLYPROPLENE SACK

NOTE:

1. RECESSED CURB INLET CATCH BASINS MUST BE BLOCKED WHEN USING FILTER FABRIC INLET SACKS. SIZE OF FILTER FABRIC INLET SACKS TO BE DETERMINED BY MANUFACTURER.

FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF CLEAN WATER SERVICES EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

INLET PROTECTION
TYPE 5

DRAWING NO. 920 REVISED 12-06

CleanWater Services
Our commitment is clear.

NOTES:
1. DEMO DRIVEWAY ON RIGHT OF WAY PROPERTY, CURB AND GUTTER, AND 2' ASPHALT STRIP IN FRONT OF DRIVEWAY FOR RECONSTRUCTION FOR ALL DRIVEWAYS WITHIN CONSTRUCTION LIMITS AS SHOWN SHEETS D-101 AND D-102.

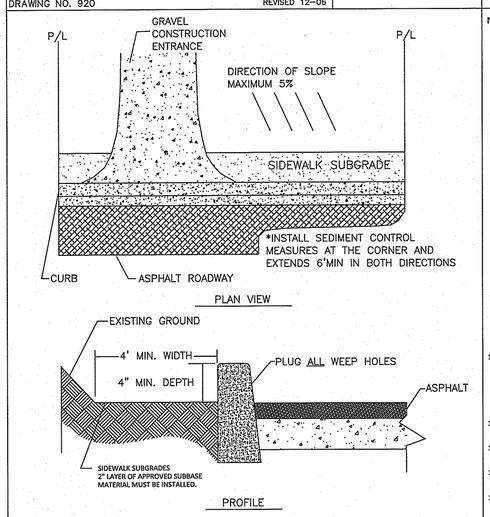
2. CLEAR ALL OBSTRUCTIONS BETWEEN CURB AND PROPOSED BACK OF SIDEWALK LINE FOR NEW 6' SIDEWALK CONSTRUCTION.

3. CLEAN WATER SERVICES WET WEATHER SEASON RUNS OCTOBER 1 THROUGH MAY 31. DURING THIS TIME, WET WEATHER MEASURES MUST BE TAKEN. BARK MULCH WILL BE REQUIRED FOR TEMPORARY GROUND COVER.

REMOVE TREE OR BUSH

INLET PROTECTION

REMOVE DRIVEWAY,CURB AND 2' ASPHALT STRIP AGAINST CURB



NOTE: SIDEWALK SUBGRADE CAN BE USED FOR ALL CONSTRUCTION ACTIVITIES

FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF CLEAN WATER SERVICES EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

SIDEWALK SUBGRADE

DRAWING NO. 895 REVISED 12-06

CleanWater Services
Our commitment is clear.

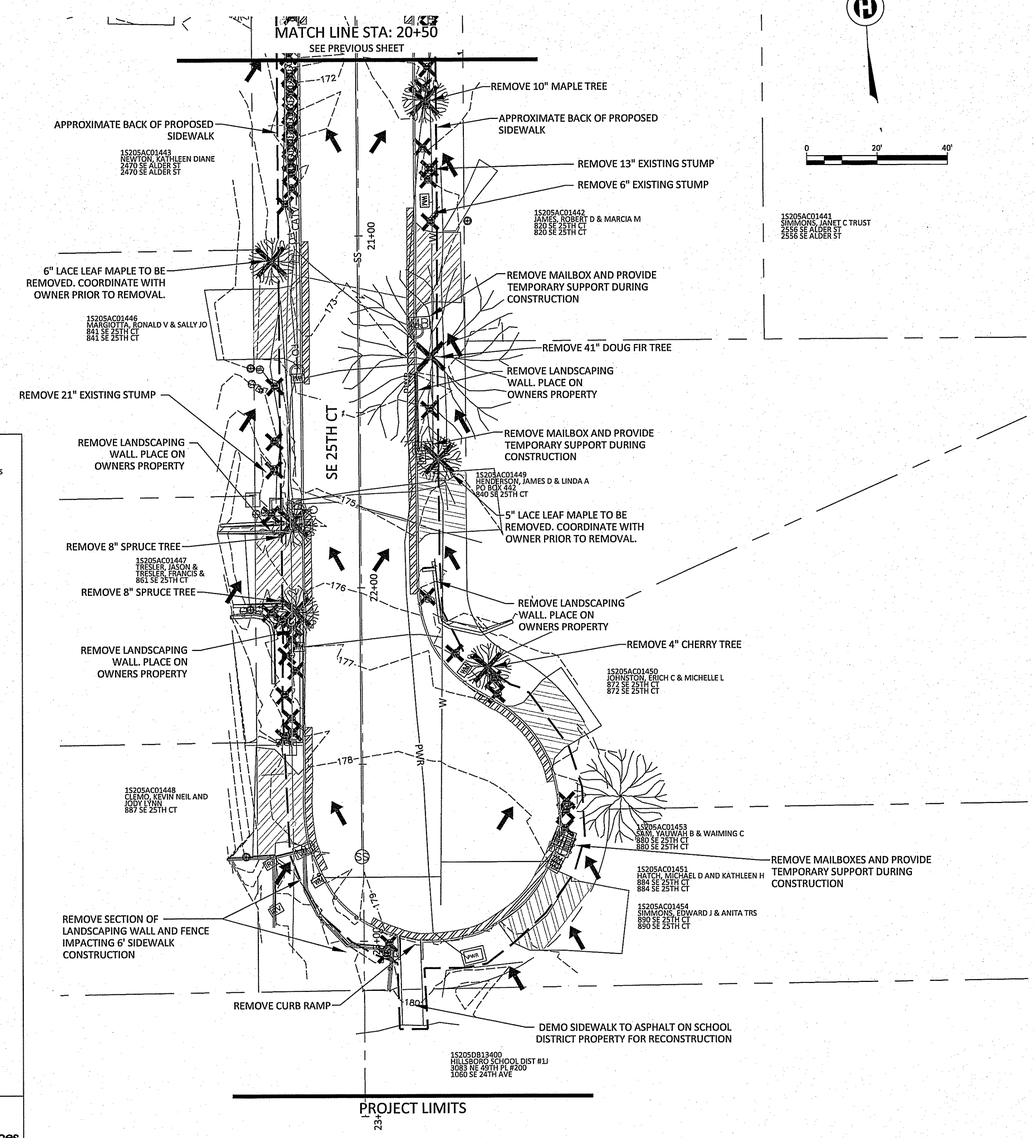
NOTES:

1. WHEN RAINFALL AND RUNOFF OCCURS DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS MUST BE PROVIDED BY SOME ONE KNOWLEDGEABLE AND EXPERIENCED IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS WHO WORKS FOR THE PERMITTEE.
2. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31 EACH YEAR.
3. DURING WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORK DAY.
4. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
5. ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED, A SURFACE MOUNTED AND ATTACHABLE, U-SHAPED FILTER BAG IS REQUIRED FOR ALL CURB INLET CATCH BASINS.
6. SIGNIFICANT AMOUNTS OF SEDIMENT WHICH LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PREFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
7. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
8. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3RD THE BARRIER HEIGHT, AND PRIOR TO THE CONTROL MEASURES REMOVAL.
9. CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
10. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
11. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
12. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
13. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT CLEAN WATER SERVICES STANDARDS AND STATE, AND FEDERAL REGULATIONS.
14. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT.
NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
15. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPS THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPS MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
16. IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST; THE TYPE AND PERCENTAGES OF SEED IN THE MIX ARE AS IDENTIFIED ON THE PLANS OR AS SPECIFIED BY THE DESIGN ENGINEER.
17. WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
18. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
19. THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
20. THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD,THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
21. WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
22. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
23. ALL EXPOSED SOILS MUST BE COVERED DURING WET WEATHER PERIOD.

STANDARD EROSION CONTROL NOTES
FOR SITES LESS THAN 1 ACRE

DRAWING NO. 945 REVISED 12-06

CleanWater Services
Our commitment is clear.



SHEET NO. D-102
DRAWING NO. 5 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:14 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

DEMO & EROSION CONTROL PLAN

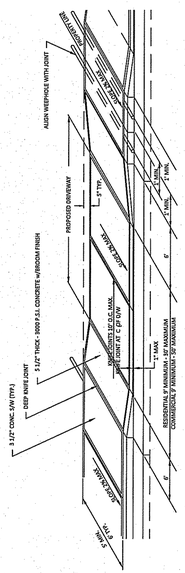
FILE NAME: DEMO PLAN.DWG

Hillsboro OREGON
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089
PHONE: 503.681.6146 | FAX: 503.681.6245

REGISTERED PROFESSIONAL ENGINEER
OREGON JANUARY 10, 1992 DOUGLAS MICHAEL TIEDING
EXPIRES: 6/30/2015

SCALE
PLAN 1"=20'
HORIZ.
VERT.
PROFILE
DRAWN: CW
CHECKED: TB

#	DATE	REVISION	BY	APP'D



NOTES:

1. USE CONCRETE MIX WITH MINIMUM 3000PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. COMPACT SUBGRADE UNTIL FIRM AND UNYIELDING AND INSTALL A MINIMUM OF 2" OF COMPACTED 3/4"-0 AGGREGATE BASE ROCK.
3. SAWCUT ALL CONCRETE AND ASPHALT. REMOVE ENTIRE CURB OR CURB AND GUTTER FOR NEW DRIVEWAYS ON EXISTING STREETS..
4. INSTALL 24" TRUNCATED DOME PANEL ACROSS ENTIRE WIDTH OF SIDEWALK ON BOTH SIDES OF COMMERCIAL DRIVEWAYS. SEE DWG. RD-759 FOR ADDITIONAL TRUNCATED DOME REQUIREMENTS.
5. DRIVEWAY SHALL COMPLY WITH ALL ADA REQUIREMENTS.
6. ALIGN KNIFE JOINT OVER WEEPHOLE.
7. COMMERCIAL DRIVEWAYS MAY REQUIRE ADDITIONAL REINFORCEMENT.
8. SEE SIDEWALK DETAIL FOR FINISHING REQUIREMENTS.

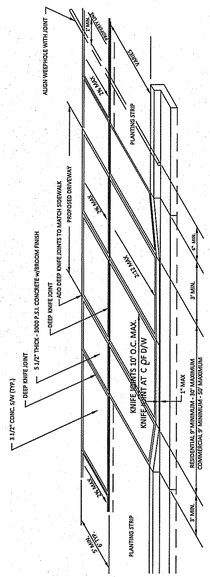
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

STANDARD DRIVEWAY
SIDEWALK LOCATED AT CURB

VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHEET NO. PW-030
PROJECT NO.

FILE NAME: PW-030.DWG
PLOT DATE: 11/14/2014 9:06 AM



NOTES:

1. USE CONCRETE MIX WITH MINIMUM 3000PSI COMPRESSIVE STRENGTH AT 28 DAYS
2. COMPACT SUBGRADE UNTIL FIRM AND UNYIELDING AND INSTALL A MINIMUM OF 2" OF COMPACTED 3/4"-0 AGGREGATE BASE ROCK.
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6. ALIGN KNIFE JOINT OVER WEEPHOLE.
7. COMMERCIAL DRIVEWAYS MAY REQUIRE ADDITIONAL REINFORCEMENT.
8. SEE SIDEWALK DETAIL FOR ADDITIONAL REQUIREMENTS.

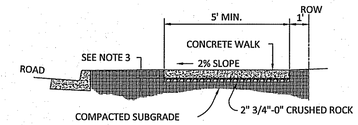
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

STANDARD DRIVEWAY
SIDEWALK LOCATED AT PROPERTY LINE

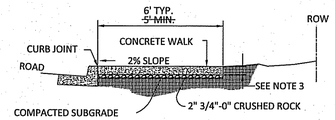
VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHEET NO. PW-040
PROJECT NO.

FILE NAME: PW-040.DWG
PLOT DATE: 11/14/2014 9:06 AM



SIDEWALK LOCATED AT PROPERTY LINE



SIDEWALK LOCATED AT CURB

NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. AT 28 DAYS. BATCH MIX TICKETS SHALL BE MADE AVAILABLE AT INSPECTOR'S REQUEST.
2. PANELS SHALL BE 5 FEET LONG.
3. SIDEWALK THICKNESS SHALL BE A MINIMUM OF 5 1/2" THROUGH DRIVEWAY SECTIONS AND 3 1/2" ELSEWHERE.
4. WEEPHOLES IN CURBS SHALL BE EXTENDED TO THE BACK OF SIDEWALK WITH 3" I.D. SCH. 40 PVC AND COUPLER AT 2%± SLOPE.
5. A MINIMUM 24" WIDE SECTION OF TRUNCATED DOMES SHALL BE INSTALLED ON BOTH SIDES OF SIGNALIZED COMMERCIAL OR INDUSTRIAL DRIVEWAYS, OR AS DETERMINED BY THE CITY ENGINEER.

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

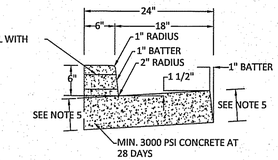
STANDARD SIDEWALK

VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

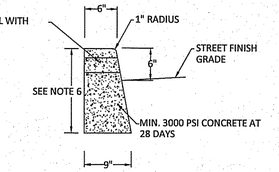
SHEET NO. PW-080
PROJECT NO.

FILE NAME: PW-080.DWG
PLOT DATE: 11/14/2014 9:06 AM

CURB AND GUTTER
NTS



STANDARD CURB
NTS



NOTES

1. EXPANSION JOINTS SHALL BE PROVIDED AT EACH POINT OF TANGENCY OF THE CURB MATERIAL, PRE-MOLDED, NON-EXTRUDING, WITH A MIN. THICKNESS OF 1/2".
2. CONTRACTION JOINTS SHALL BE A MINIMUM OF 2" DEEP, SPACED A MAXIMUM OF 15 FT. APART, AND MATCH PCC STREET SLAB JOINTS.
3. BASE ROCK 1-1/2" MINUS, COMPACTED TO 95% AASHTO T-180 - SHALL BE TO SUBGRADE OF STREET STRUCTURE OR 4" IN DEPTH, WHICHEVER IS GREATER, EXTENDING 1' BEHIND CURB.
4. SLOPE OF GUTTER SHALL NOT EXCEED 5% AT WHEELCHAIR ACCESS RAMP.
5. GUTTER THICKNESS SHALL MATCH THICKNESS OF AC OR PCC/AC PAVEMENT THICKNESS, WHERE THICKNESS EXCEEDS SIX INCHES.
6. THE HEIGHT OF THE STANDARD CURB SHALL MATCH THE AC OR PCC/AC PAVEMENT THICKNESS PLUS THE CURB EXPOSURE WHEN GREATER THAN 16".

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

STANDARD CURB

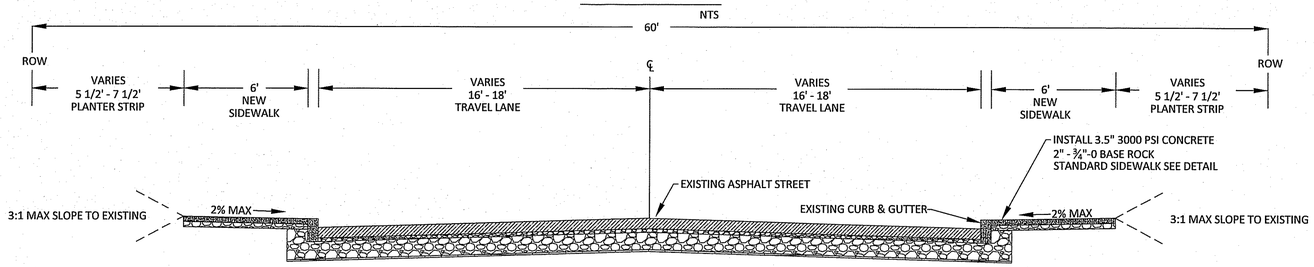
VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

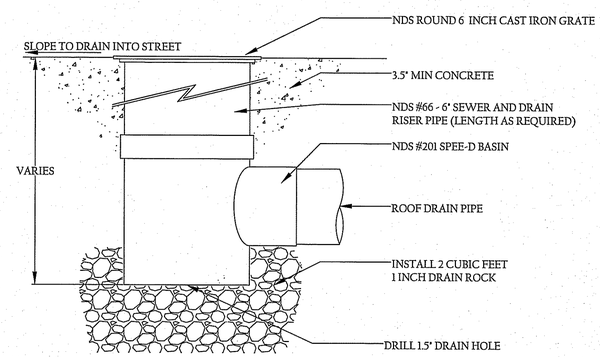
SHEET NO. PW-070
PROJECT NO.

FILE NAME: PW-070.DWG
PLOT DATE: 11/14/2014 9:06 AM

TYPICAL SECTION

NTS





ROOF DRAIN BUBBLER

ALL PARTS ARE NDS OR EQUAL. SYSTEM NEEDS TO SUPPORT TRAFFIC LOADS FROM PASSENGER VEHICLES

N.T.S.

SHEET NO. C-101
DRAWING NO. 6 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:14 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

STREET DETAILS

FILE NAME: STREET DETAILS.DWG

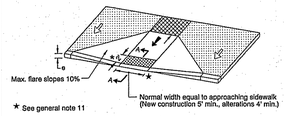
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER — OREGON — JANUARY 10, 1989 — TIMOTHY B. BUCHER

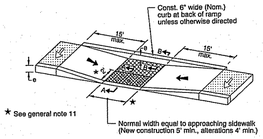
EXPIRES: 6/30/2015

SCALE	
PLAN	
PROFILE HORIZ.	
PROFILE VERT.	
DRAWN: CW	
CHECKED: TB	

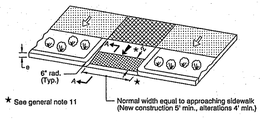
#	DATE	REVISION	BY	APP'D



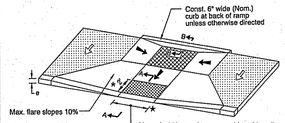
PERPENDICULAR SIDEWALK RAMP DETAIL
(Use "Parallel Sidewalk Ramp Detail" or "Combination Sidewalk Ramp Detail" when reqd. turning space cannot be obtained)



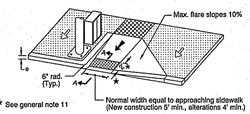
PARALLEL SIDEWALK RAMP DETAIL



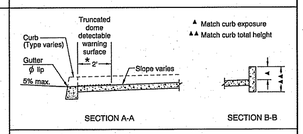
PERPENDICULAR SIDEWALK RAMP DETAIL
(THROUGH BUFFER STRIP)



COMBINATION SIDEWALK RAMP DETAIL



PERPENDICULAR SIDEWALK RAMP DETAIL (WITH SINGLE FLARE)
(Use "Parallel Sidewalk Ramp Detail" or "Combination Sidewalk Ramp Detail" when reqd. turning space cannot be obtained)



Slope 2% max.
Slope 8.33% (1":12") max.
Truncated dome detectable warning surface
Turning space (Min. level area 48" x 48")
For the purposes of this application, a 2% maximum slope (For drainage) is considered level
★ 2' See general note 5

GENERAL NOTES FOR ALL DETAILS:

1. Sidewalk ramp details are based on United States Access Board Standards.
2. See Std. Drgs. RD700 & RD701 for curbs. See Std. Drg. RD720 for sidewalks. See Std. Drgs. TM503 & TM530 for crosswalk markings, widths, etc.
3. Tooled joints are required at all sidewalk ramp slope break lines.
4. Sidewalk curb ramp slopes shown are relative to the true level horizon (Zero bubble).
5. Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of ramp only. For details not shown, see Std. Drg. RD759.
6. Side flares that are not part of the path of travel may be any slope.
7. Sidewalk flare is not necessary where the ramp is protected from pedestrian cross-travel.
8. For the purpose of this drawing, a curb ramp is considered "perpendicular" if the angle between the longitudinal axis of the ramp and a line tangent to the curb at the ramp center is 75° or greater.
9. Ramps for paths intersecting a roadway should be full width of path, excluding flares. When a ramp is used to provide bicycle access from a roadway to a sidewalk, the ramp should be 8' wide.
10. For sidewalk ramp placement options, see Std. Drgs. RD756 & RD757.
11. Check the gutter flow depth at ramp locations to assure that the design flood does not overtop the back of sidewalk at ramp. If overtopping occurs place an inlet at upstream side of ramp or perform other approved design mitigation.
12. Only use details allowed by jurisdiction.

CALC. BOOK NO. N/A
BASELINE REPORT DATE 09-JUL-2013
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

SIDEWALK RAMP DETAILS

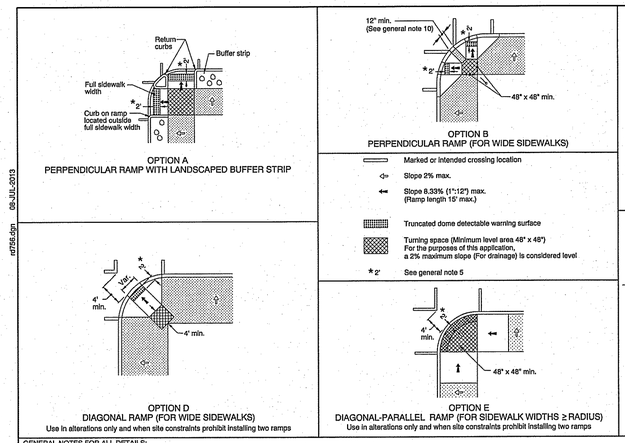
2008

DATE	REVISION DESCRIPTION
06-2008	REVISED DETAILS & NOTES
10-2008	REVISED NOTE
07-2010	REVISED NOTE
01-2013	REVISED NOTES
07-2013	REVISED NOTES

rd755.dgn 08-JUL-2013

RD755

Effective Date: June 1, 2014 - November 30, 2014 RD755



GENERAL NOTES FOR ALL DETAILS:

1. Sidewalk ramp details are based on United States Access Board Standards.
2. See Std. Drgs. RD700 & RD701 for curbs. See Std. Drg. RD720 for sidewalks. See Std. Drgs. TM503 & TM530 for crosswalk markings, widths, etc. See Std. Drg. RD755 for sidewalk ramp details.
3. Tooled joints are required at all sidewalk ramp slope break lines.
4. Sidewalk curb ramp slopes shown are relative to the true level horizon (Zero bubble).
5. Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of ramp only. For details not shown, see Std. Drg. RD759.
6. Side flares that are not part of the path of travel may be any slope. Check the gutter flow depth to assure that the design flood does not overtop the back of sidewalk. If overtopping occurs place an inlet at upstream side or perform other approved design mitigation.
7. Sidewalk flare is not necessary where the ramp is protected from pedestrian cross-travel.
8. For the purpose of this drawing, a curb ramp is considered "perpendicular" if the angle between the longitudinal axis of the ramp and a line tangent to the curb at the ramp center is 75° or greater.
9. Ramps for paths intersecting a roadway should be full width of path, excluding flares. When a ramp is used to provide bicycle access from a roadway to a sidewalk, the ramp should be 8' wide.
10. When 2 curb ramps are immediately adjacent as in Options B & C, the curb exposure (e) between the adjacent side flares may range between 2' and full design exposure.
11. Only use options allowed by jurisdiction.

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

CALC. BOOK NO. N/A
BASELINE REPORT DATE 09-JUL-2013
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

SIDEWALK RAMP PLACEMENT OPTIONS CURB RADII ≤ 15'

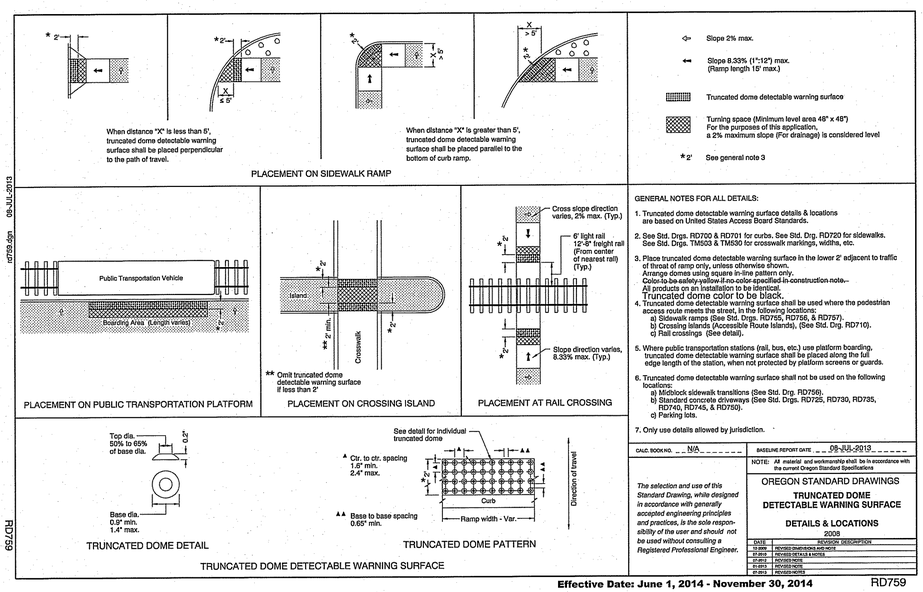
2008

DATE	REVISION DESCRIPTION
06-2008	REVISED & ADDED NOTES
07-2010	REVISED DETAILS & NOTES
01-2013	REVISED NOTES
07-2013	REVISED NOTES

rd756.dgn 08-JUL-2013

RD756

Effective Date: June 1, 2014 - November 30, 2014 RD756



GENERAL NOTES FOR ALL DETAILS:

1. Truncated dome detectable warning surface details & locations are based on United States Access Board Standards.
2. See Std. Drgs. RD700 & RD701 for curbs. See Std. Drg. RD720 for sidewalks. See Std. Drgs. TM503 & TM530 for crosswalk markings, widths, etc.
3. Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of ramp only, unless otherwise shown. Arrange domes using square in-line pattern only. ~~Color to be safety yellow if no color specified in construction note.~~ All products on an installation to be identical. Truncated dome color to be black.
4. Truncated dome detectable warning surface shall be used where the pedestrian access route meets the street, in the following locations:
   a) Sidewalk ramps (See Std. Drgs. RD755, RD756, & RD757).
   b) Crossing islands (Accessible Route Islands), (See Std. Drg. RD710).
   c) Rail crossings (See detail).
5. Where public transportation stations (rail, bus, etc.) use platform boarding, truncated dome detectable warning surface shall be placed along the full edge length of the station, when not protected by platform screens or guards.
6. Truncated dome detectable warning surface shall not be used on the following locations:
   a) Midblock sidewalk transitions (See Std. Drg. RD756).
   b) Standard concrete driveways (See Std. Drgs. RD725, RD730, RD735, RD740, RD745, & RD750).
   c) Parking lots.
7. Only use details allowed by jurisdiction.

CALC. BOOK NO. N/A
BASELINE REPORT DATE 09-JUL-2013
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

OREGON STANDARD DRAWINGS

TRUNCATED DOME DETECTABLE WARNING SURFACE

DETAILS & LOCATIONS

2008

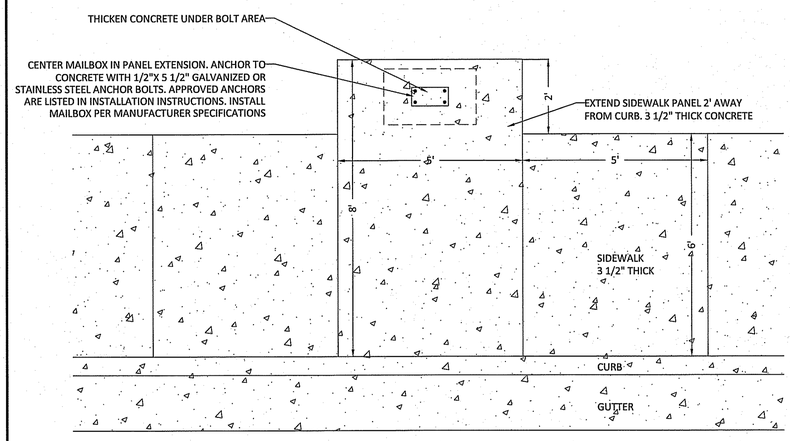
DATE	REVISION DESCRIPTION
12-2008	REVISED DRAWINGS AND NOTE
07-2010	REVISED DETAILS & NOTES
07-2012	REVISED NOTE
01-2013	REVISED NOTE
07-2013	REVISED NOTES

rd759.dgn 08-JUL-2013

RD759

Effective Date: June 1, 2014 - November 30, 2014 RD759

MAILBOX INSTALLATION



SHEET NO. C-102
DRAWING NO. 7 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:15 AM
FILE NAME: STREET DETAILS.DWG

SE 24TH AVE SIDEWALK IMPROVEMENTS

STREET DETAILS

Hillsboro OREGON
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089
PHONE: 503.681.6146 | FAX: 503.681.6245

REGISTERED PROFESSIONAL ENGINEER — OREGON — EXPIRES: 6/30/2015

SCALE — PLAN — HORIZ. — PROFILE — VERT.
DRAWN: CW CHECKED: TB

#	DATE	REVISION	BY	APP'D

NOTE:
ALL SLOPES LABELED ARE MAXIMUM VALUES.
INSTALL RAMP TO ADA GUIDELINES.

SHEET NO. C-103
DRAWING NO. 8 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:16 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS
CURB RAMP DETAILS

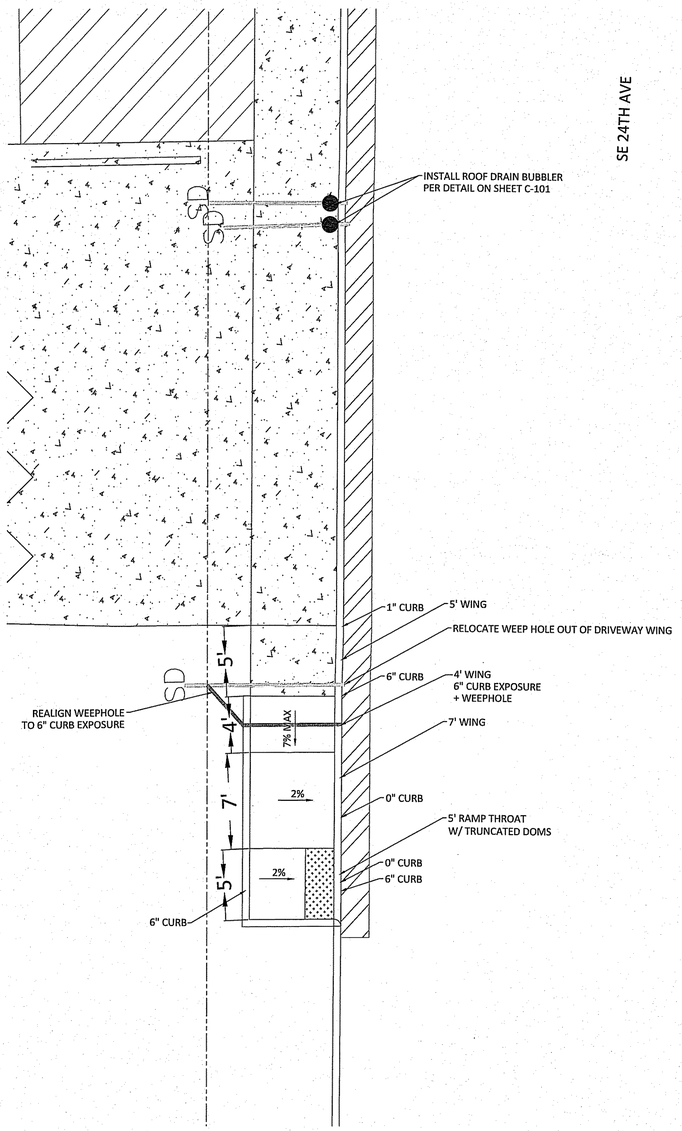
FILE NAME: CURB RAMP DETAILS.DWG

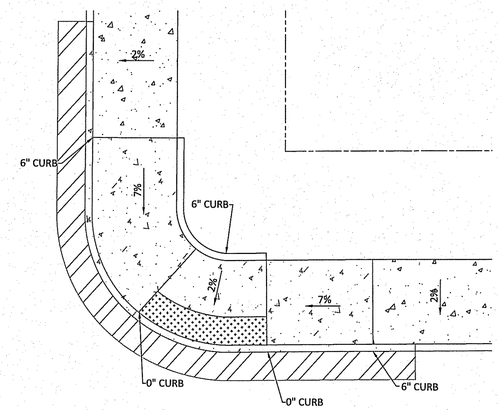
Hillsboro OREGON
PHONE: 503.681.6246 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

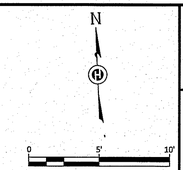
REGISTERED PROFESSIONAL ENGINEER
OREGON
DOUGLAS MICHAEL WAGNER
EXPIRES: 6/30/2015

SCALE
PLAN 1" = 5'
PROFILE
HORIZ.
VERT.
DRAWN: CW
CHECKED: TB

#	DATE	REVISION	BY	APP'D

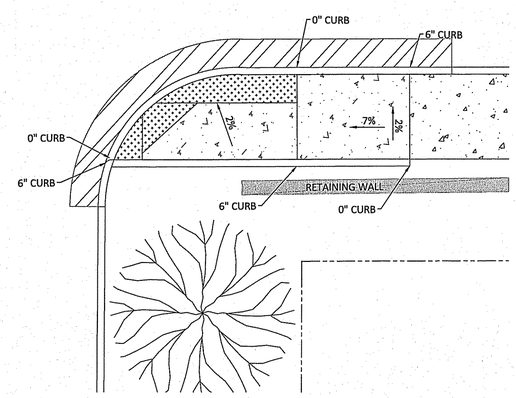






NOTE:
ALL SLOPES LABELED ARE MAXIMUM VALUES.
INSTALL RAMP TO ADA GUIDELINES.

SE ALDER ST



SHEET NO. C-104
DRAWING NO. 9 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:17 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

CURB RAMP DETAILS

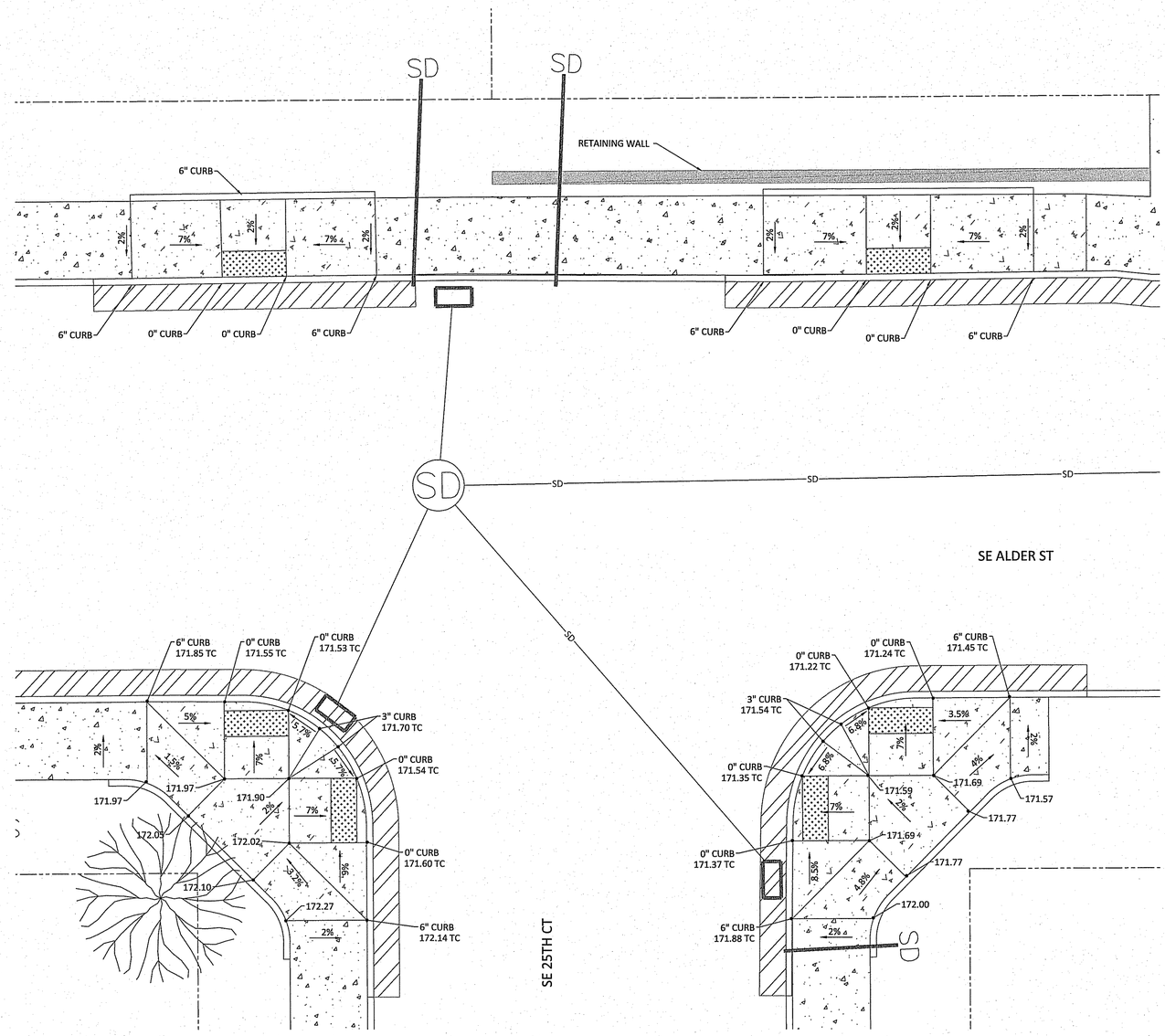
FILE NAME: CURB RAMP DETAILS.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
PHILLIP DOUGLAS MICKEL
OREGON
JANUARY 10, 1986
12/4/14
EXPIRES: 6/30/2015

SCALE	
PLAN	1"=5'
PROFILE HORIZ.	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D



N

0 5' 10'

SHEET NO. C-105

DRAWING NO. 10 OF 15

PROJECT NO. 10889

PLOT DATE: 12/3/2014 9:17 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

CURB RAMP DETAILS

FILE NAME: CURB RAMP DETAILS.DWG

Hillsboro OREGON

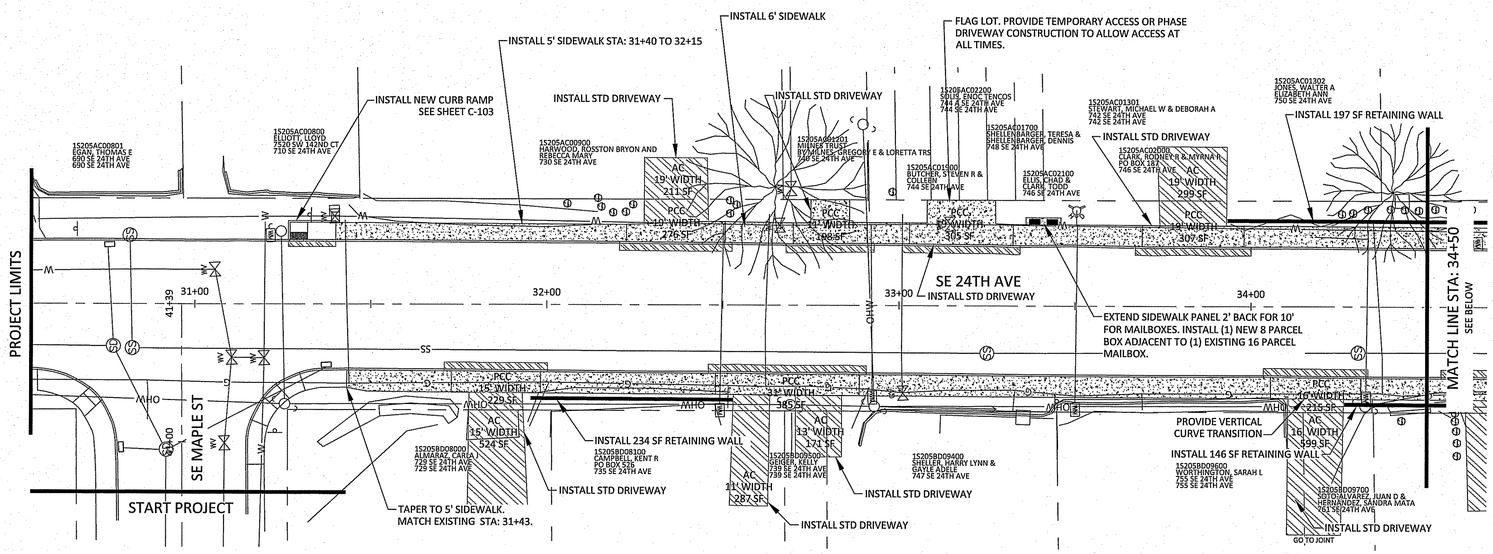
PHONE: 503.681.6146 | FAX: 503.681.6245

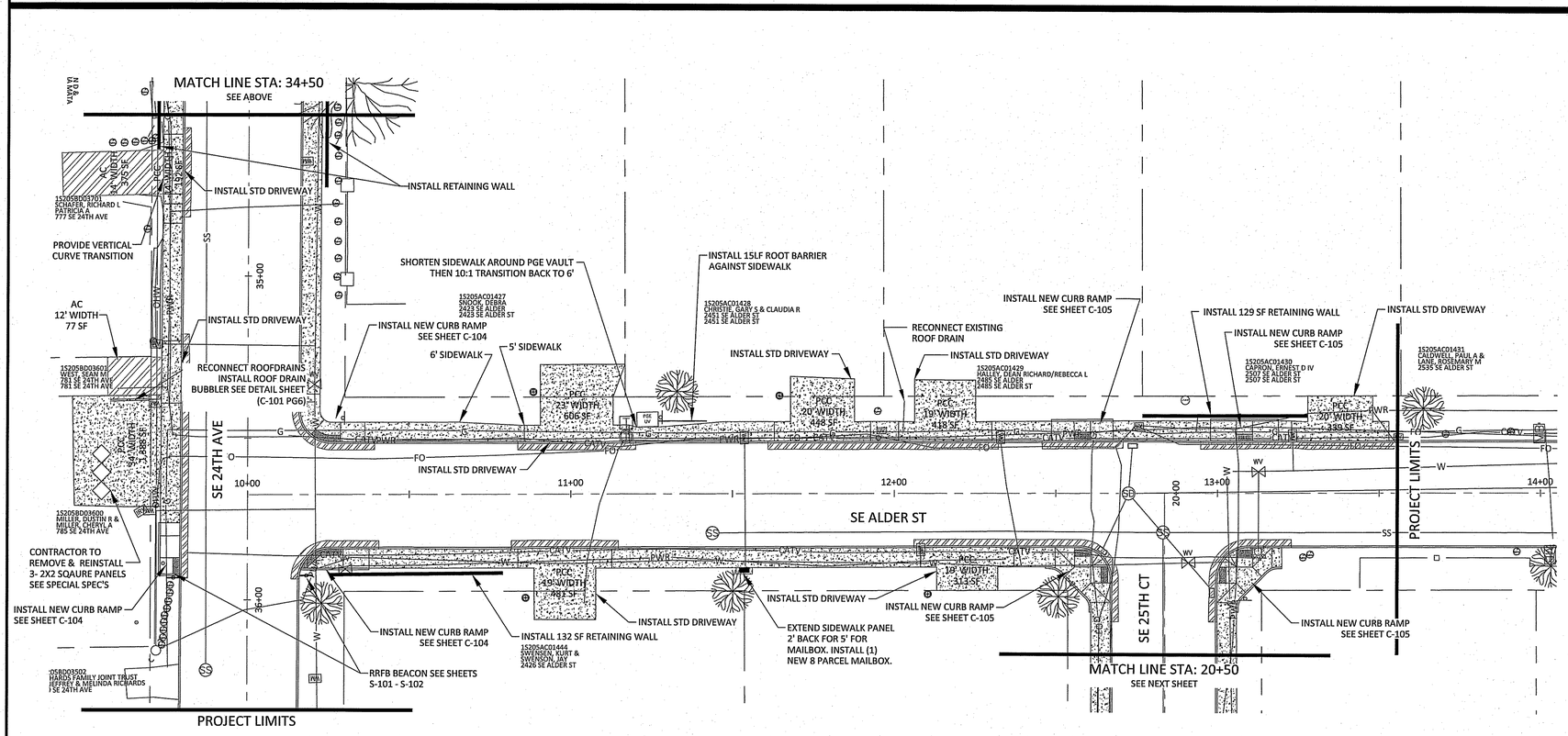
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER — OREGON — DOUGLAS W CHEE — EXPIRES: 6/30/2015

SCALE	
PLAN	1"=5'
PROFILE HORIZ.	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D





NOTES:
1. INSTALL 6' CURB TIGHT SIDEWALK AS SHOWN

2. INSTALL NEW DRIVEWAYS AS SHOWN ON SHEETS C-201 AND C-202. INCLUDE NEW CURB AND GUTTER AND ASPHALT PATCHING AS NECESSARY. EXTEND CONCRETE DRIVEWAY PANELS AWAY FROM STREET AS NECESSARY TO ADDRESS DRIVEABILITY CONCERNS.

3. RECONNECT ALL ROOF DRAINS TO THE WEEPHOLES

SHEET NO. C-201
DRAWING NO. 11 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:18 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS
SIDEWALK IMPROVEMENT PLAN

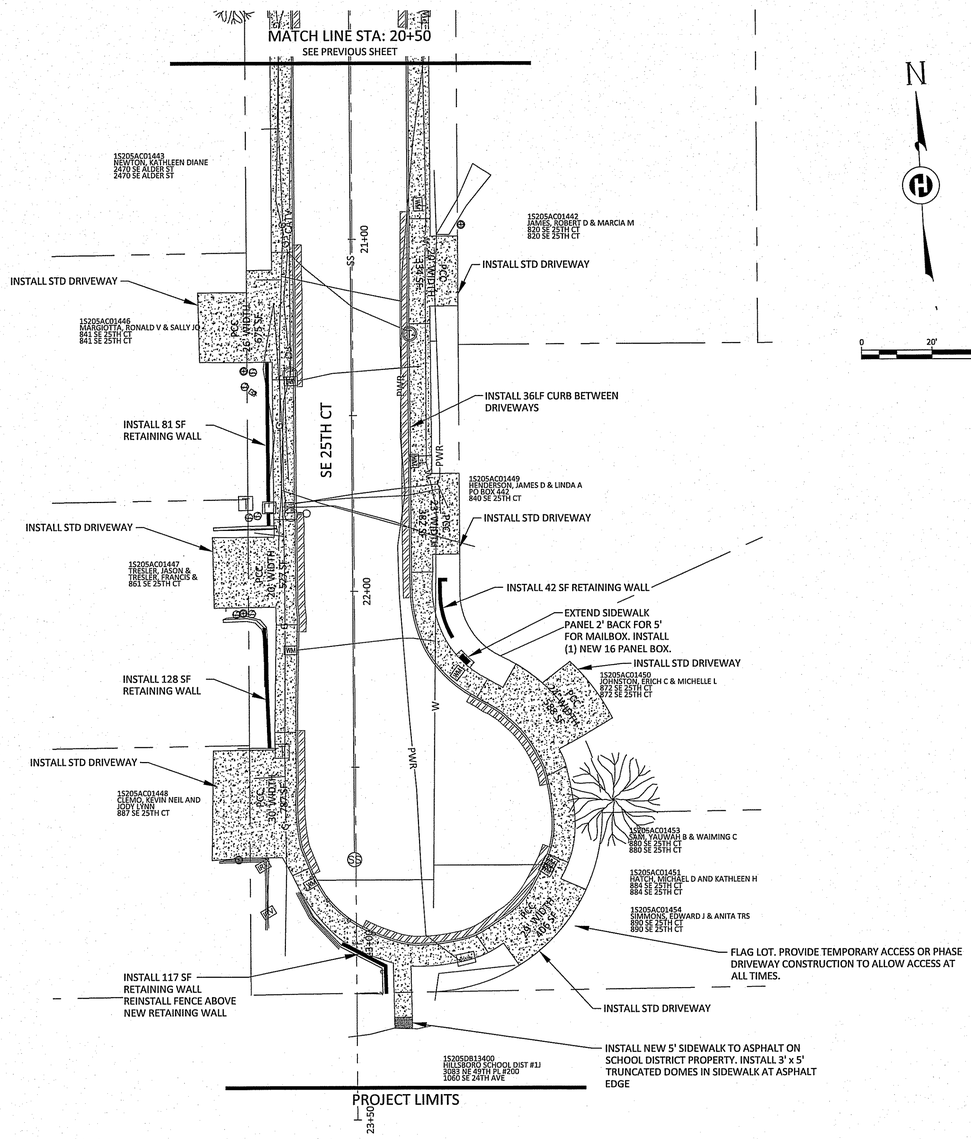
FILE NAME: STREET.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
OREGON
DOUGLAS MICHAEL TOLLEFSON
EXPIRES: 6/30/2015

SCALE	
PLAN	1"=20'
PROFILE HORIZ.	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D



NOTES:
1. INSTALL 6' CURB TIGHT SIDEWALK AS SHOWN

2. INSTALL NEW DRIVEWAYS AS SHOWN ON SHEETS C-201 AND C-202. INCLUDE NEW CURB AND GUTTER AND ASPHALT PATCHING AS NECESSARY. EXTEND CONCRETE DRIVEWAY PANELS AWAY FROM STREET AS NECESSARY TO ADDRESS DRIVEABILITY CONCERNS.

3. RECONNECT ALL ROOF DRAINS TO THE WEEPHOLES

SHEET NO. C-202
DRAWING NO. 12 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:19 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

SIDEWALK IMPROVEMENT PLAN

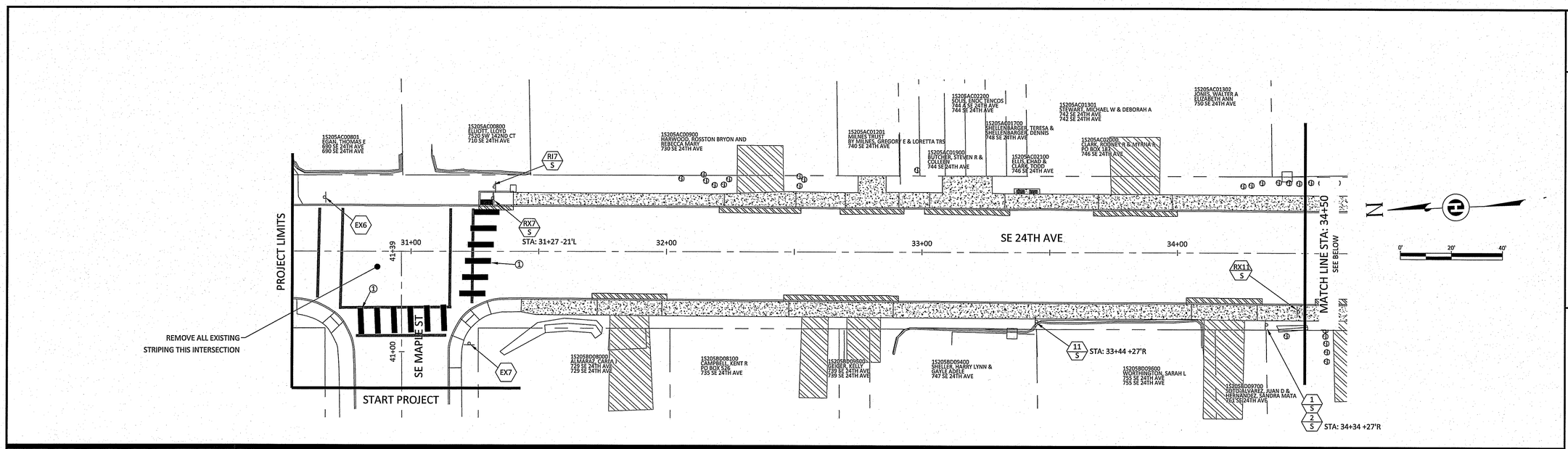
FILE NAME: STREET.DWG

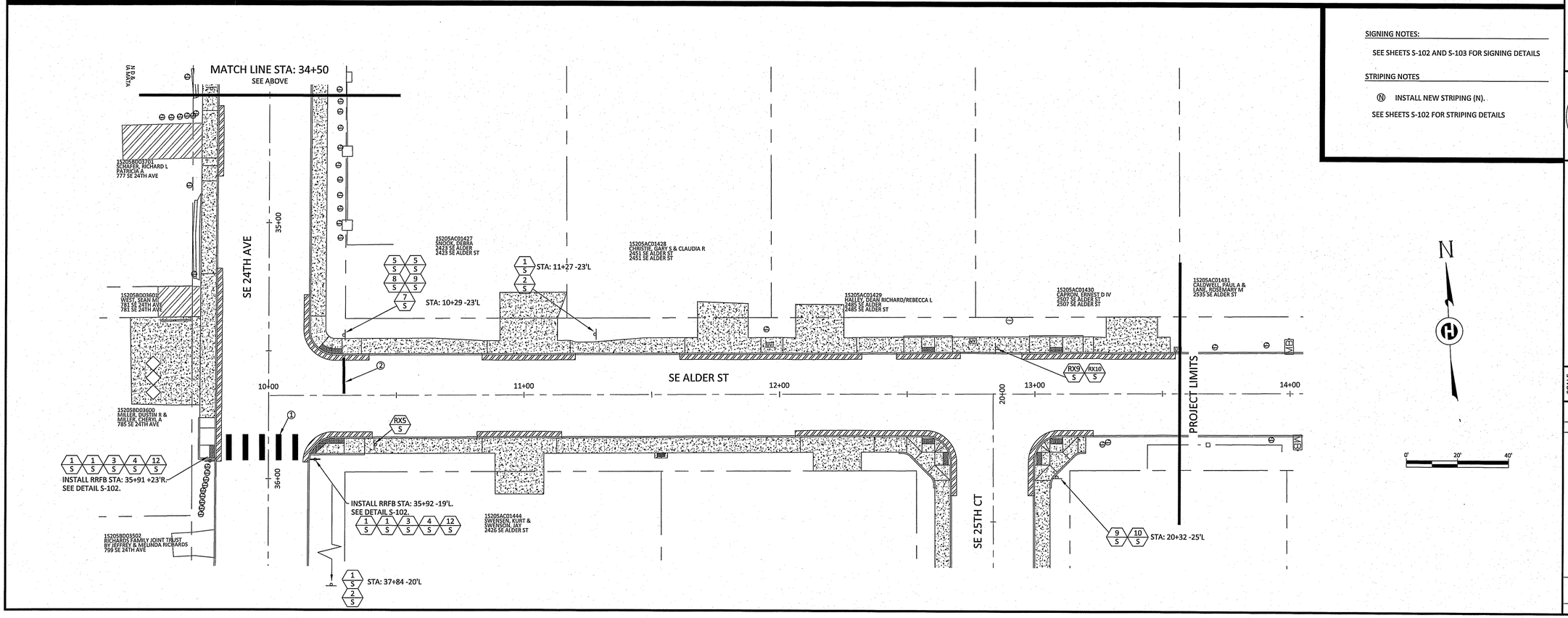
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
OREGON
DOUGLAS MICHAEL TAYLOR
EXPIRES: 6/30/2015

SCALE	
PLAN	1"=20'
PROFILE HORIZ.	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D





SIGNING NOTES:

SEE SHEETS S-102 AND S-103 FOR SIGNING DETAILS

STRIPING NOTES

(N) INSTALL NEW STRIPING (N).

SEE SHEETS S-102 FOR STRIPING DETAILS

SHEET NO. S-101
DRAWING NO. 13 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:20 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS

SIGNING & STRIPING PLAN

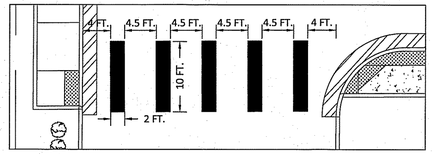
FILE NAME: SIGN STRIPE.DWG

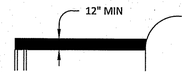
Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER — OREGON — JANUARY 10, 2006 — DOUGLAS MICHEL
EXPIRES: 6/30/2015

SCALE	
PLAN	1"=20'
PROFILE HORIZ	
PROFILE VERT.	
DRAWN:	CW
CHECKED:	TB

#	DATE	REVISION	BY	APP'D





① HIGH VISIBILITY CROSSWALK
SHALL BE 120 MIL. WHITE HIGH SKID THERMOPLASTIC PAVEMENT MARKING MATERIAL. ADJUST STRIPING TO AVOID VEHICLE WHEELPATHS.

② STOP BAR - 12" WIDE WHITE LINE.

STRIPING NOTES

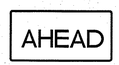
1. LOCATE STOP BARS THREE FEET BACK FROM THE THROAT OF THE CURB RAMP. VERIFY SIGHT DISTANCE.

2. LOCATE CROSSWALKS AS PER ADA RAMP LOCATIONS OR 5' BACK OF EXTENDED FOGLINE, EDGE OF PAVEMENT OR CURB FACE.

3. REMOVAL OF EXISTING STRIPING IS TO BE DETERMINED IN THE FIELD. STRIPING SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.

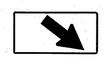
4. ALL THERMOPLASTIC PAVEMENT MARKING MATERIAL SHALL BE INSTALLED AS PER SECTION 00850 OF THE OREGON STANDARD SPECIFICATIONS FOR HWY. CONSTUCTION.

1/M
SCHOOL CROSSING
S1-1
36" X 36"
FLUORESCENT YELLOW-GREEN
7 NEW SIGNS REQUIRED

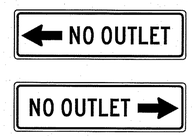


2/M
AHEAD
W16-9P
24" X 12"
FLUORESCENT YELLOW-GREEN
3 NEW SIGNS REQUIRED

3/M
DIAGONAL ARROW LEFT
W16-P(L)
24" X 12"
FLUORESCENT YELLOW-GREEN
2 NEW SIGNS REQUIRED

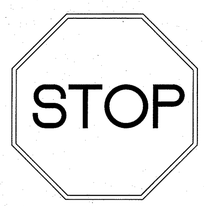


4/M
DIAGONAL ARROW RIGHT
W16-P
24" X 12"
FLUORESCENT YELLOW-GREEN
2 NEW SIGNS REQUIRED

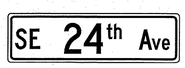


5/M
NO OUTLET
(1) W14-2A-L
(1) W14-2A-R
24" X 6"
2 NEW SIGNS REQUIRED

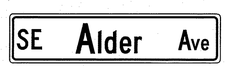
6/M
ROAD NARROWS
W5-1
30" X 30"
0 NEW SIGNS REQUIRED



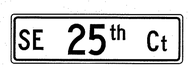
7/M STOP SIGN
R1-1
30" X 30"
1 NEW SIGN REQUIRED



8/M STREET NAME SIGN
8" BLANK
*SEE SHEET S-103
1 NEW SIGN REQUIRED



9/M STREET NAME SIGN
8" BLANK
*SEE SHEET S-103
2 NEW SIGNS REQUIRED



10/M STREET NAME SIGN
8" BLANK
*SEE SHEET S-103
1 NEW SIGN REQUIRED

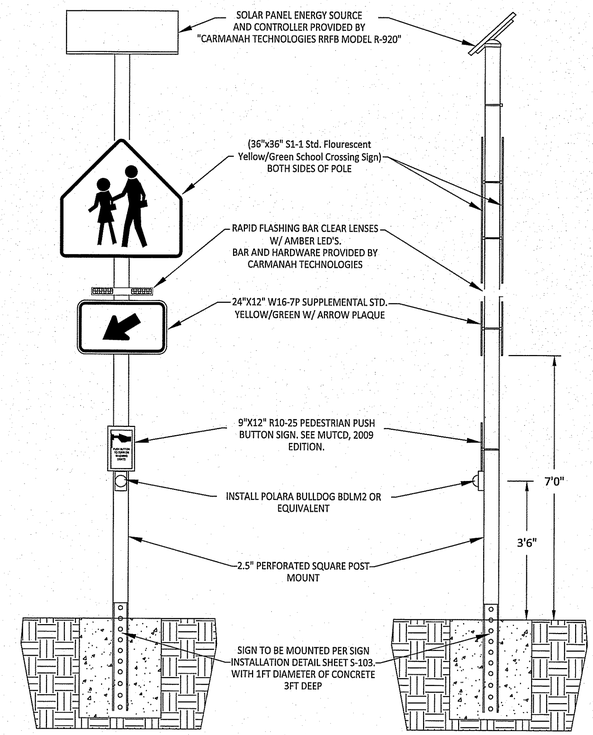
11/M SPEED LIMIT 25
R2-1
30" X 36"
1 NEW SIGN REQUIRED

12/M PUSH BUTTON
R10-25
9"X12"
2 NEW SIGNS REQUIRED

13/M END SCHOOL ZONE
S5-2
24" X 30"
1 NEW SIGN REQUIRED

SIGNING NOTES

1. SEE ADDITIONAL SIGNING NOTES SHEET S-103



RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY DETAIL

NTS

1. CARMANAH TECHNOLOGIES RECTANGULAR RAPID FLASHING BEACON (RRFB) CROSSWALK SYSTEM SHALL COMPLY WITH MUTCD, 2009 EDITION AND FHWA MEMORANDUM DATED JULY 16, 2008, GRANTING INTERIM APPROVAL FOR THE OPTIONAL USE OF RECTANGULAR RAPID FLASHING BEACONS (RRFB) AS WARNING BEACONS UNDER LIMITED CONDITIONS.

2. RRFB ASSEMBLY SHALL BE RRFB MODEL R920 SERIES AS PROVIDED BY CARMANAH TECHNOLOGIES. ANY DEVIATION FROM THE SPECIFIED RRFB SYSTEM SHALL REQUIRE APPROVAL FROM THE CITY'S ENGINEERING DEPARTMENT, CALL 503-681-6146.

3. RRFB ASSEMBLY PROVIDED BY CARMANAH TECHNOLOGIES INCLUDES: 2- R-920 SOLAR SYSTEMS WITH POLE MOUNT HARDWARE; 2- DOUBLE SIDED LED LIGHT BARS, 2- PUSH BUTTON 2- DOUBLE SIDED CONFIRMATION LIGHT BARS. ALL OTHER SIGNS ON THE ASSEMBLY AND SIGN POST SHALL BE PROVIDED SEPARATELY BY THE CONTRACTOR.

4. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH MUTCD 2009 EDITION.

5. UTILITY LOCATIONS ARE APPROXIMATE ONLY AND EXACT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR. ALL UTILITIES NOT SHOWN SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL CALL THE UTILITY NOTIFICATION CENTER AT 800-332-2344 FOR THE MARKING OF UNDERGROUND LINES. THE CONTRACTOR SHALL POTHOLE IF NEEDED TO FIND AND PROTECT SERVICES AND AVOID CONFLICTS.

6. ALL LANDSCAPING AND/OR SOD AND/OR IRRIGATION SYSTEMS SHALL BE RESTORED TO AS GOOD OR BETTER CONDITION.

7. EXISTING SIGNS TO BE RE-USED WHEN APPLICABLE. ANY UNUSED SIGNS/POSTS, ETC SHALL BE RETURNED TO THE CITY BY CONTACTING BRAD ECKLAND, ASSISTANT SUPERINTENDENT, AT 503-615-6562.

8. THE CONTRACTOR SHALL CONFINE WORK TO EXISTING RIGHT-OF-WAY.

SHEET NO. S-102
DRAWING NO. 14 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:20 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS
SIGNING DETAILS

FILE NAME: SIGN STRIPE.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
OREGON
NUMBER 82808
DOUGLAS MICHELS
EXPIRES: 6/30/2015

SCALE	PLAN: 1"=20'	HORIZ.	VERT.	PROFILE	DRAWN: CW	CHECKED: TB

#	DATE	REVISION	BY	APP'D

GENERAL SIGNING NOTES:

1) CONTRACTOR SHALL SUPPLY AND INSTALL ALL SIGNS, AND IS RESPONSIBLE FOR STAKING SIGN LOCATIONS AND OBTAINING UTILITY LOCATES FOR STAKED SIGN LOCATIONS. SIGNS SHALL BE LOCATED PER TYPICAL SIGN LOCATION OR AS SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE FINAL STREET NAMES WITH THE COUNTY SURVEY OFFICE AT 503-846-8723 BEFORE ORDERING AND INSTALLING STREET NAME SIGNS.

2) ALL SIGNING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY'S PERMANENT SIGNING LEGEND.

3) STREET NAME SIGNS SHALL BE:
(VERIFY FINAL STREET NAMES BEFORE ORDERING AND INSTALLING)

A. FOR LOCAL STREET INTERSECTIONS:
EIGHT (8) INCH 0.100 INCH FLAT BLADE ALUMINUM BLANKS, MOUNTED ON TOP OF POST WITH SPECIAL BRACKETS.

LETTERING: FOUR (4) INCH INITIAL UPPERCASE WITH (3) INCH LOWERCASE SERIES D
PRE-FIXES: THREE (3) INCH UPPERCASE SERIES D
SUFFIXES: THREE (3) INCH INITIAL UPPERCASE WITH (2.25) INCH LOWERCASE SERIES D
SUPERSCRIPT FOR NUMERICAL STREET NAMES: TWO (2) INCH UPPERCASE SERIES D
LAYOUT PER "TYPICAL STREET NAME SIGN LAYOUT" TWO (2) SIDED

B. FOR COLLECTOR AND ARTERIAL STREET INTERSECTIONS (40 MPH MAX SPEED):
TWELVE (12) INCH 0.100 INCH FLAT BLADE ALUMINUM BLANKS, MOUNTED DIRECTLY TO POST WITH RIVETS

LETTERING: SIX (6) INCH INITIAL UPPERCASE WITH (4.5) INCH LOWERCASE SERIES D
PRE-FIXES: FOUR (4) INCH UPPERCASE SERIES D
SUFFIXES: FOUR (4) INCH INITIAL UPPERCASE WITH (3) INCH LOWERCASE SERIES D
SUPERSCRIPT FOR NUMERICAL STREET NAMES: THREE (3) INCH UPPERCASE SERIES D
LAYOUT PER "TYPICAL STREET NAME SIGN LAYOUT" ONE (1) SIDED, TWO (2) SIGNS PER STREET NAME

C. FOR MULTI-LANE COLLECTOR AND ARTERIAL STREET INTERSECTIONS (GREATER THAN 40MPH):
EIGHTEEN (18) INCH 0.125 INCH FLAT BLADE ALUMINUM BLANKS, MOUNTED DIRECTLY TO POST WITH RIVETS

LETTERING: EIGHT (8) INCH INITIAL UPPERCASE WITH (6) INCH LOWERCASE SERIES D
PRE-FIXES: SIX (6) INCH UPPERCASE SERIES D
SUFFIXES: SIX (6) INCH INITIAL UPPERCASE WITH (4) INCH LOWERCASE SERIES D
SUPERSCRIPT FOR NUMERICAL STREET NAMES: FOUR (4) INCH UPPERCASE SERIES D
LAYOUT PER "TYPICAL STREET NAME SIGN LAYOUT" ONE (1) SIDED, TWO (2) SIGNS PER STREET NAME

D. FOR SIGNALIZED INTERSECTIONS:
TWENTY FOUR (24) INCH 0.125 INCH FLAT BLADE ALUMINUM BLANKS, MOUNTED TO MAST ARM OR STRAIN POLE FOR SPAN WIRE SIGNAL SYSTEMS

LETTERING: TWELVE (12) INCH INITIAL UPPERCASE WITH (9) INCH LOWERCASE SERIES D
PRE-FIXES : EIGHT (8) INCH UPPERCASE SERIES D
SUFFIXES: EIGHT (8) INCH INITIAL UPPERCASE WITH SIX (6) INCH LOWERCASE SERIES D
SUPERSCRIPT FOR NUMERICAL STREET NAMES: SIX (6) INCH UPPERCASE SERIES D
LAYOUT PER "TYPICAL STREET NAME LAYOUT" ONE (1) SIDED WITH BORDER

4. MATERIAL:
BACKGROUND: GREEN HI-INTENSITY PRISMATIC REFLECTIVE SHEETING
LETTERS: WHITE HI-INTENSITY PRISMATIC REFLECTIVE SHEETING

5. WIDTH OF SIGN PER BELOW TABLES FOR EIGHT (8) AND TWELVE (12) INCH BLANKS
(NOT INCLUDING PREFIXES AND SUFFIXES)
SUFFIXES ABBREVIATIONS BELOW PER: "COMMON ABBREVIATIONS"

8 INCH BLANKS (TWO SIDED)		12 INCH BLANKS (ONE SIDED)	
# OF CHARACTERS	BLANK WIDTH	# OF CHARACTERS	BLANK WIDTH
UP TO 6	24 INCH	UP TO 6	38 INCH
7 TO 9	30 INCH	7 TO 9	48 INCH
10 TO 11	36 INCH	10 TO 11	55 INCH
12 TO 13	42 INCH	12 TO 13	61 INCH
OVER 13	48 INCH	14 TO 15	68 INCH

6. FOR MAST ARM STREET NAME SIGN SPACING USE ODOT STANDARDS

7. COMMON ABBREVIATIONS:

AVE = AVENUE	LN = LANE	RD = ROAD
BLVD = BOULEVARD	LP = LOOP	ST = STREET
CIR = CIRCLE	PKWY = PARKWAY	TER = TERRACE
CT = COURT	PL = PLACE	WAY = WAY
DR = DRIVE		

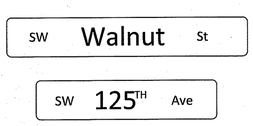
8. POSTS:
A MINIMUM OF 2 X 2 INCH X 10 FOOT GALVANIZED "UNISTRUT TELESPAR" OF 12 GAUGE PERFORATED POSTS OR APPROVED EQUIVALENT SHALL BE USED.

A 2 INCH X 2 INCH X 12 FOOT (MIN.) 12 GAUGE GALVANIZED "UNISTRUT TELESPAR" OR 12 GAUGE PERFORATED POSTS OR APPROVED EQUIVALENT SHALL BE USED WHEN A COMBINATION OF SIGNS IS MORE THAN 36 INCHES IN HEIGHT. SIGN COMBINATIONS AND MINIMUM SIGN MOUNTING HEIGHT SHALL DETERMINE POST LENGTH.

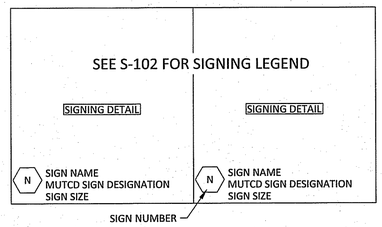
SOME SIGNS MAY REQUIRE LARGER SUPPORTS THAN LISTED ABOVE. SEE ODOT DETAIL TM681 FOR REQUIREMENTS.

SIGN POSTS AND ANCHORS SHALL BE INSTALLED PER "TYPICAL SIGN INSTALLATION." NO OTHER TYPE OF POST SHALL BE USED UNLESS PRIOR APPROVAL FROM THE CITY TRAFFIC ENGINEER IS OBTAINED.

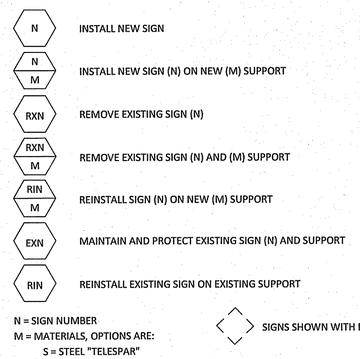
TYPICAL STREET NAME SIGN TEXT LAYOUT
NTS



SIGNING LEGEND



SIGNING CALLOUT NOTES



N = SIGN NUMBER
M = MATERIALS, OPTIONS ARE:
S = STEEL "TELESPAR"

SIGNS SHOWN WITH BROKEN BORDERS ARE EXISTING

SIGNING MATERIALS:

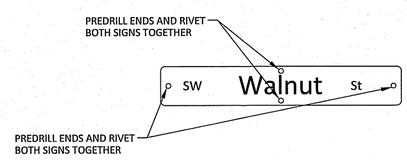
STOP & YIELD SIGNS	REFLECTIVE SHEETING, TYPE IV
SCHOOL ADVANCE AND CROSSING SIGNS	YELLOW/GREEN REFLECTIVE SHEETING TYPE 9
STREET NAME SIGNS (POST AND OVERHEAD MOUNTED)	LETTERS - SHEETING, TYPE IV BACKGROUND - REFLECTIVE SHEETING, TYPE IV
ALL OTHER SIGNS (POST MOUNTED)	REFLECTIVE SHEETING, TYPE IV
OVERHEAD SIGNING (EXCEPT STREET NAME SIGNS)	REFLECTIVE SHEETING, TYPE 9

TYPICAL SIGN SIZES:

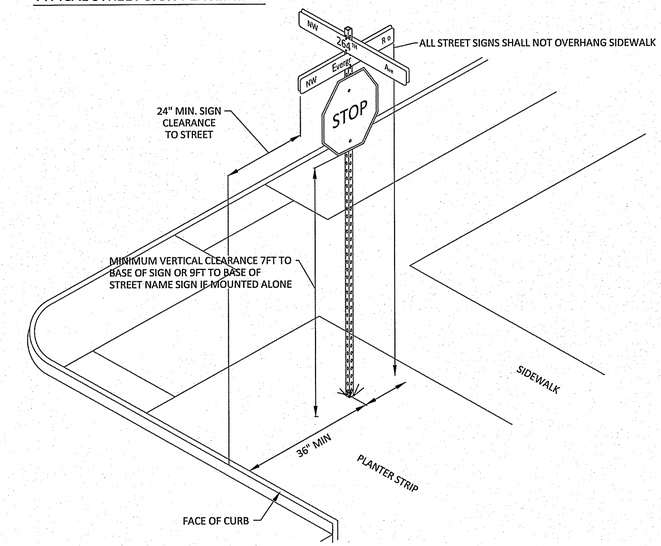
STOP SIGNS	30" X 30"
SPEED SIGNS	30" X 36"
NO PARKING SIGNS (R7-1)	12" X 18"

SIGNS AT BOTH ENDS OF THE ZONE SHALL HAVE SINGLE ARROWS POINTING IN APPROPRIATE DIRECTION
SIGNS WITHIN ZONE SHALL HAVE DOUBLE ARROWS

FOR SPECIFIC SIGN DETAILS AND SIZES, CONTACT THE CITY TRAFFIC SECTION AT 503-615-6562.

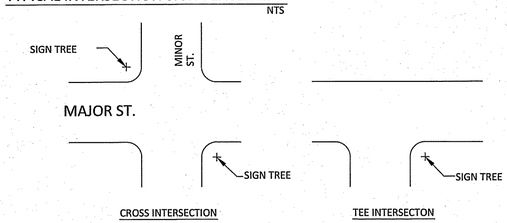


TYPICAL STREET SIGN PLACEMENT

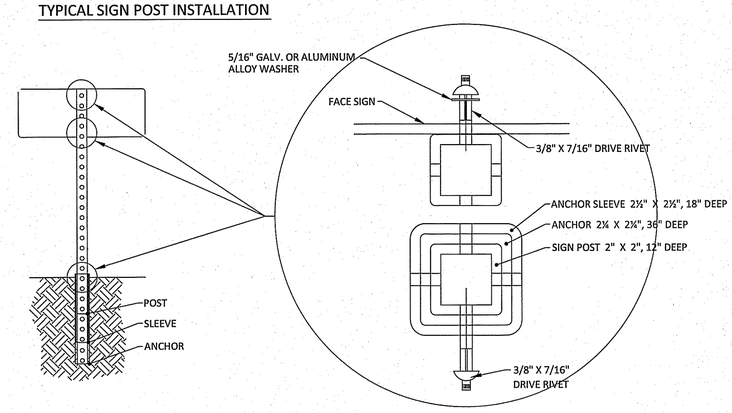


ALL SIGNS SHALL NOT OVERHANG EDGE OF SIDEWALK

TYPICAL INTERSECTION SIGN PLACEMENT
NTS



TYPICAL SIGN POST INSTALLATION



SHEET NO. S-103
DRAWING NO. 15 OF 15
PROJECT NO. 10889
PLOT DATE: 12/3/2014 9:21 AM

SE 24TH AVE SIDEWALK IMPROVEMENTS
SIGNING DETAILS

FILE NAME: SIGN STRIPE.DWG

Hillsboro OREGON
PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

REGISTERED PROFESSIONAL ENGINEER
OREGON
DOUGLAS W. CONE
EXPIRES: 6/30/2015

SCALE
PLAN
HORIZ.
VERT.
PROFILE
DRAWN: CW
CHECKED: TB

#	DATE	REVISION	BY	APP'D