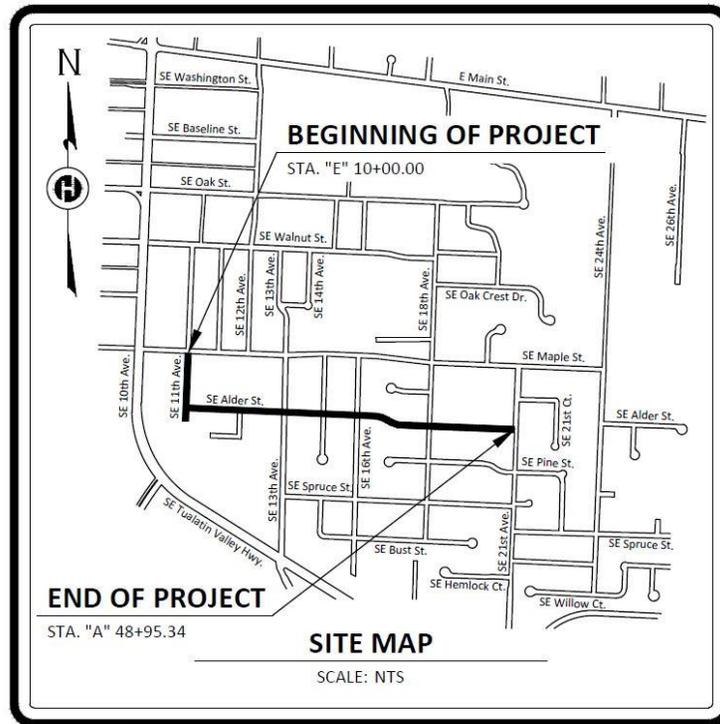




BOOK 1 OF 2
OF THE BID DOCUMENTS

FOR:

**SE 11TH AVE. AND SE ALDER ST. CDBG
SIDEWALK IMPROVEMENTS**



Drainage, Sidewalks, Illumination, and Driveways

BID NUMBER: 10841
A CITY OF HILLSBORO
PUBLIC WORKS, ENGINEERING DIVISION
PUBLIC IMPROVEMENT PROJECT



City of Hillsboro, Oregon
Invitation to Bid – Public Improvement

SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS
ITB No. 10841

Bids Due:	Due Date and Time: Not Later than 2:00:00 PM Pacific Time, April 14, 2016. 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, April 14, 2016.
Submit Bids to:	City of Hillsboro Douglas Gresham, Project Manager Public Works – Engineering Division 150 E. Main Street 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: Douglas Gresham, Project Manager Email: doug.gresham@hillsboro-oregon.gov Phone: 503-681-6238
Request Deadline:	For all substitution, clarification and change requests as well as solicitation protests: 4:00:00 PM Pacific Time, April 6, 2016
Prevailing Wages:	This project is a Public Work and subject to both ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond., and to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), Federal Department of Labor Prevailing Wages
Bidder Prequalification	Bidder Prequalification is not required
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: 2:00:00 PM Pacific Time, April 14, 2016, Public Works Dept., 150 E. Main Street, Hillsboro, OR 97123

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ATTACHMENT A:

FORM OF CONTRACT, GENERAL CONDITIONS

FEDERAL LABOR STANDARD PROVISIONS

CONTRACT CLAUSES REQUIRED IN ALL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSTRUCTION PROJECTS

ATTACHMENT B:

DAVIS-BACON PREVAILING WAGE RATE DETERMINATION (02/26/2016)

PART B:

DRAWINGS AND SPECIFICATIONS

LIST OF DRAWINGS:

CONSTRUCTION PLANS TITLED SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS

TECHNICAL SPECIFICATIONS:

BOOK 2 OF 2 OF THE BID DOCUMENTS

CITY OF HILLSBORO DESIGN AND CONSTRUCTION STANDARDS 2013 (BY REFERENCE)

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION 2015 (BY REFERENCE)

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	March 25, 2016
BIDDER PRE-QUALIFICATION DEADLINE	No Bidder Pre-Qualification required
<u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE	April 6, 2016
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	May 4, 2016
ANTICIPATED SUBSTANTIAL COMPLETION	October 31, 2016
ANTICIPATED FINAL COMPLETION	November 30th, 2016
ANTICIPATED # OF DAYS	210

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

ADVERTISEMENT

CITY OF HILLSBORO
Public Works Department
Invitation to Bid (ITB) – Public Improvement
SE 11th Ave. and SE Alder St. CDBG Sidewalk Improvements
No. 10841

Bids due and Bid Closing Date and Time: April 14, 2016 2:00 PM
First Tier Subcontractor Disclosure due: Not later than April 14, 2016 4:00 PM

The City of Hillsboro seeks sealed bids from qualified firms able to provide roadway construction services including grading, drainage, concrete paving, illumination, signing, striping, waterline, and roadside development.

Sidewalks connect our community by making neighborhoods, parks, and schools more accessible. The City of Hillsboro has made it a top priority to infill sidewalks to close gaps, especially around schools. This project will add 6' sidewalks on both sides of SE 11th Ave. and SE Alder St. It also includes installation of new sidewalk ramps, driveway connections, and street lights.

There is no pre-qualification process for this ITB.

Late bids will be rejected as non-responsive.

Sealed bids will be received by Douglas Gresham, Project Manager at: Public Works – Engineering Division, 150 E. Main Street, Hillsboro, OR 97123. Questions about this ITB may be directed to the Contact: Douglas Gresham, 503-681-6238, doug.gresham@hillsboro-oregon.gov

Contract documents may be obtained from the office of the Public Works Department, Engineering Division, 150 E. Main Street, Fourth Floor, Hillsboro, Oregon 97123, for \$25 (non-refundable) plus postage for mailing. Contract documents are also available for download from the City's website at www.hillsboro-oregon.gov/PublicWorksITB, and through area plan centers. Please call (503) 681-6146 for additional information.

This ITB is for construction of a Public Work subject to both ORS 279C.800 to 279C.870 (prevailing wage law) and to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), Federal Department of Labor Prevailing Wages

PART A:

SECTION 1- SUMMARY AND INSTRUCTIONS TO BIDDERS

1.01. BRIEF SUMMARY OF THE WORK

- A. The City requests sealed Bids from qualified firms able to provide roadway construction services including grading, drainage, concrete paving, illumination, signing, striping, waterline, and roadside development.
- B. ENGINEER'S PROJECT ESTIMATE: \$800,000 - \$1,100,000

1.02. IMPORTANT ITB EVENTS

A. RECEIPT OF BIDS

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

B. 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.

C. 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.

D. 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’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 Pre-qualification, 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 COH-49-0390. See also COH-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 COH-49-0390. See also COH-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 COH-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 January 1, 2016 and any applicable amendments to these rates.
- (b.) The "PWR Apprenticeship Rates" dated January 1, 2016 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: . If Yes, see Attachment B for applicable Prevailing Wage Rate information.

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.

D. WARRANTY BONDING

The selected Contractor will be required to provide the City a Warranty Bond.

YES: NO:

A Warranty Bond in the form provided herein as "3.9 Warranty Bond" is required for this project and must be provided by the Contractor before the final payment on the contract is issued by the City. The warranty security furnished by the Contractor for the work performed will be ten percent (10%) of the original contract amount. This security is to guarantee replacement and repair of the public improvements, provided by the Contractor under the contract, for a period of one (1) year following the issuance of the written Notice of Substantial Completion.

1.05. AVAILABILITY OF ITB DOCUMENTS

Contract documents may be obtained from the office of the Public Works Department, Engineering Division, 150 E Main St, Fourth Floor, Hillsboro, Oregon 97123, for \$25 (non-refundable) plus postage for mailing. Contract documents are also available for download from the City's website at www.hillsboro-oregon.gov/PublicWorksITB, and through area plan centers. Please call (503) 681-6146 for additional information.

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 the City's website.
- (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 COH-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 1.07 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's website at www.hillsboro-oregon.gov/PublicWorksITB

- I. 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.
- J. 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 COH-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 COH-049-0390. See also, COH-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; COH-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. (COH-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 COH-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 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 SUCCESSFUL BIDDER: CONTRACT, BONDS AND INSURANCE

A. CONTRACTOR CONTRACT EXECUTION

Within 14 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

There are no supplementary instructions for this bid.

PART A:
SECTION 3 - FORMS

3.1 BID FORM

BID FORM (PAGE 1 OF 5)

CITY OF HILLSBORO, OREGON

**INVITATION TO BID NO. 10841
SE 11th Ave. and SE Alder St. CDBG Sidewalk Improvements**

The undersigned hereby certifies that Bidder: _____
Bidder Name 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.

BID FORM (PAGE 2 OF 5)

Bidder Name: _____

Bidder CCB# _____

Provide Bids on all items below.

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
EXTRA WORK CONTINGENCY (00100)					
1	Miscellaneous Field Changes (As Authorized)	AA	AA	\$ 50,000.00	\$ 50,000.00
2	Miscellaneous Right-of-Way Commitments (As Authorized)	AA	AA	\$ 50,000.00	\$ 50,000.00
Subtotal					\$ 100,000.00
TEMPORARY FEATURES AND APPURTENANCES (00200)					
3	Mobilization (00210)	LS	ALL		
4	Temporary Work Zone Traffic Control, Complete (00225)	LS	ALL		
5	Flaggers (00225) (<i>minimum bid \$46.00</i>)	HR	200		
6	Erosion Control (00280)	LS	ALL		
7	Inlet Protection, CWS Type 4 (00280)	EA	28		
8	Inlet Protection, CWS Type 5 (00280)	EA	28		
Subtotal					
ROADWORK (00300)					
9	Removal of Structures and Obstructions (00310)	LS	ALL		
10	Clearing and Grubbing (00320)	LS	ALL		
11	General Excavation (00330)	CY	1,800		
Subtotal					
DRAINAGE AND SEWERS (00400)					
12	10 inch Storm Sewer Pipe, 0 to 10.0 FT Depth (00445)	FT	43		
13	Roof or Field Drain Connections (00445)	FT	800		
14	Concrete Inlets, Type CG-2 (00470)	EA	1		
15	Concrete Inlets, Type CG-30 (00470)	EA	2		
16	Connection to Existing Structures (00490)	EA	2		
17	Manholes Over Existing Sewers (00490)	EA	1		
Subtotal					

BID FORM (PAGE 3 OF 5)

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
BRIDGES (00500)					
18	Retaining Wall, Prefabricated Modular Gravity (00596)	SF	55		
Subtotal					
BASES (00600)					
19	Aggregate Base (00640)	CY	560		
Subtotal					
WEARING SURFACES (00700)					
20	Level 2, 1/2 inch Dense ACP (00745)	Ton	175		
21	Concrete Curbs, Standard Curb (00759)	FT	3,835		
22	Concrete Driveways (00759)	SF	19,270		
23	Concrete Walks (00759)	SF	29,371		
24	Truncated Domes (00759)	SF	444		
Subtotal					
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES (00800)					
25	Pavement Bar, Type AB (00867)	SF	178		
Subtotal					
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)					
26	Pole Foundations (00970)	LS	ALL		
27	Lighting Poles, Fixed Based (00970)	LS	ALL		
28	Lighting Pole Arms (00970)	LS	ALL		
29	Luminaires, Lamps, and Ballasts (00970)	LS	ALL		
30	Switching, Conduit, and Wiring (00970)	LS	ALL		
31	Remove and Reinstall Existing Signs (00905)	LS	ALL		
32	2" Perforated Steel Square Tube Sign Supports (00930)	EA	31		
33	Type "G" Signs in Place (00940)	SF	50		
Subtotal					
RIGHT OF WAY DEVELOPMENT AND CONTROL (01000)					
34	Lawn Seeding (01030)	SY	937		

BID FORM (PAGE 4 OF 5)

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
35	Bark Mulch, 4 inch Depth (01040)	SY	108		
36	Removing and Rebuilding Fence (01050)	FT	676		
37	Adjust Gas Valve Box (01065)	EA	3		
38	Remove and Salvage Basketball Hoop (01051)	EA	1		
39	Remove and Salvage Private Light (01051)	EA	2		
40	Multiple Mailbox Unit - 8 Box (01070)	EA	8		
41	Multiple Mailbox Unit - 16 Box (01070)	EA	2		
Subtotal					
WATER SUPPLY SYSTEMS (01100)					
42	Irrigation System Restoration (01120)	LS	ALL		
43	Adjust Existing Valve Boxes (01130)	EA	15		
44	Moving Existing Hydrants (01130)	EA	5		
45	Moving Existing Water Meter and Box (00130)	EA	63		
Subtotal					
ESTIMATED CONSTRUCTION COSTS					

If this ITB requires a lump-sum base Bid without additive or deductive alternates, or if the City elects not to Award additive or deductive alternates, Bids will be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price will be calculated by adding to or deducting from the base Bid those alternates selected by the City for the purpose of comparing Bids.

Bidder Name: _____

BID FORM (PAGE 5 OF 5)

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 NOT 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 _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Signature</div> Attest: _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Corporation Secretary</div>	BY ATTORNEY-IN-FACT: <i>Power-of-Attorney must accompany each surety bond]</i> _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Name</div> _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Signature</div> _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Address</div> _____ <div style="display: flex; justify-content: space-between; width: 100%; border-top: 1px solid black;"> City State Zip </div> _____ <div style="display: flex; justify-content: space-between; width: 100%; border-top: 1px solid black;"> Phone Fax </div>
--	---

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: Douglas Gresham

ITB NUMBER/TITLE: 10841/ SE 11th Ave. and SE Alder St. CDBG Sidewalk Improvements

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:

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
_____ By	
_____ Date	
Remarks:	

For use by: City Staff

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
_____ By	
_____ Date	
Remarks:	

City of Hillsboro

3.4 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

TITLE/PROJECT NAME: SE 11th Ave. and SE Alder St. CDBG Sidewalk Improvements

ITB #: 10841

BID CLOSING DATE: April 14, 2016.

TIME: 2:00 PM Pacific Time

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 Insert three (3) or another reasonable number of projects similar projects performed by Bidder in the past Insert five (5) years or another reasonable time period 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 against 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 your or your company's 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, have you or your company 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 your company 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.

20. WORKER'S COMPENSATION: CARRIER-INSURED EMPLOYER OR SELF-INSURED EMPLOYER.

Does your company qualify as a carrier-insured employer or self-insured employer under [ORS 656.407](#)?

Answer Yes or No. If Yes, indicate which:

If No, has your company elected coverage under [ORS 656.128](#)?

City of Hillsboro

3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name:

21. 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.

City of Hillsboro

3.6 FORM OF AGREEMENT AND LIQUIDATED DAMAGES

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.

1.02. LIQUIDATED DAMAGES

- A. Liquidated damages are addressed in the "Miscellaneous Provisions" section of the City's sample contract. Liquidated damages for this project will be \$1,000 per day.

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.
Phone: _____	Phone: _____	Hillsboro, OR 97123
		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.
Phone: _____	Phone: _____	Hillsboro, OR
		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: <i>[Power-of-Attorney must accompany each surety bond]</i> _____ Name _____ Signature _____ Address _____ _____ City State Zip _____ Phone Fax
--	---

City of Hillsboro

3.9 FORM OF WARRANTY BOND

BOND NO. _____

PREMIUM NO. _____

PROJECT NO. _____ PROJECT NAME: _____

WHEREAS, the City of Hillsboro (hereafter "City") and _____ (hereafter "Contractor") have entered into a contract ("Contract") dated _____, 20____, whereby Contractor agreed to install and complete certain designated public improvements as a condition of, relating to, at Contractor's own expense and which Contract is hereby referred to and made a part hereof; and

WHEREAS, Contractor is required under the terms of the Contract to furnish warranty security for the work performed pursuant to the Contract in the amount of ten percent (10%) of the original amount of the contract to guarantee replacement and repair of the improvements as described in the Contract for a period of one year following the issuance of the Notice of Substantial Completion.

NOW, THEREFORE, we, Contractor, and ("Surety"), are held and firmly bound unto City in the penal sum of _____ (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally.

The condition of this obligation is such that if Contractor shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety shall provide City with thirty (30) days' written notice of Contractor's default prior to Surety terminating, suspending or revoking the bond.

In witness whereof, this instrument has been duly executed by Contractor and Surety on _____, 20__.

Contractor

Surety

By _____

Attorney-in-Fact

State of OREGON
County of _____

Address _____

Signed or attested before me on _____, 20__ by _____

Notary Public – State of Oregon

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**ATTACHMENT A
PUBLIC IMPROVEMENT CONTRACT
between
CITY OF HILLSBORO, OREGON
and
FULL, LEGAL NAME OF CONTRACTOR**

Contract No.

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 Project Name ("Project"), briefly described below:

Insert brief description of the Project

The parties agree as follows:

CONTRACTOR DATA

Full Business Name: Full legal name of Contractor

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

"Work" Time Dates

- a. Anticipated Notice to Proceed Date
- b. Anticipated Substantial Completion Date
- c. Anticipated Final Completion Date
- d. Contract End Date
- e. "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. List any additional documents which are a part of this contract or remove this Exhibit Reference.

4. **Contract; Contract Documents; Entire Agreement.** 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. **The Contract Time.** 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. **The Contract Total**

- a. The Contract Total is **\$0**. 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: List or refer to Exhibit
- c. Unit prices if any: List or refer to Exhibit
- d. Allowances included in the Contract Total, if any: List or refer to Exhibit
- 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. **Progress Payments.**

- 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: Name and Contact Information
- b. The Contractor's Representative is: Name and Contact Information
- 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:
City of Hillsboro
Department
Address
Hillsboro, OR Zipcode

Contractor:
Name
Company Name
Address
City, State, Zipcode

- 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 Insert Exhibit letter or number.
 - 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.

- p. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
 - (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

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

Printed Name and Title

Title

Date

Date

**CITY OF HILLSBORO
PUBLIC IMPROVEMENT CONTRACT
GENERAL CONDITIONS**

November 19, 2015

Sample

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 Contractor 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 City 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 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 \$200 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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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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**Contract Clauses Required in All Community Development Block Grant (CDBG)
Construction Projects**

This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.

1. Access to Records and Retention of Records

The Community Development Block Grant (CDBG) recipient, Washington County Office of Community Development, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for four years after the recipient makes final payments and all other pending matters are closed.

2. Section 3 of the Housing and Community Development Act

(Applicable to contracts/subcontracts of \$100,000 or more AND when the funding recipient has received \$200,000 or more in CDBG and/or other federal funding.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3. Emerging-Small (ESB), Minority-owned (MBE) and Women-owned (WBE) Business Enterprises

(Applicable to contracts/subcontracts of \$25,000 or more in CDBG and/or other funding.)

Affirmative steps must be taken to assure that emerging small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- Include any such qualified firms on solicitation lists.
- Assure that such firms are solicited whenever they are potential sources.
- When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through subcontracting.
- Where possible, establish delivery schedules which will encourage such participation.
- Use the services and assistance of the Small Business Administration, the Office of Minority, Women and Emerging Small Business (State of Oregon) and other sources when appropriate.

4. Prohibition on the Use of Federal Funds for Lobbying *(Applicable to federally funded contracts/subcontracts of \$100,000+)*

The contractor hereby certifies that:

a. No federal funds have been paid or will be paid, by or on behalf of Washington County Office of Community Development, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5. Lead-Based Paint

The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069).

6. Equal Employment Opportunity

Contractor shall comply with the requirements of Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Orders 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising.

7. Copeland "Anti-Kickback" Act

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and all subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

8. Davis-Bacon Act (*Applicable to CDBG contracts for construction or rehabilitation of housing containing eight or more CDBG-assisted units; any public facility or public improvement contract exceeding \$2,000; applicable to HOME contracts for construction or rehabilitation of twelve or more HOME-assisted units.*)

All laborers and mechanics employed by contractors or subcontractors on construction work assisted under this part shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards.

9. Contract Work Hours and Safety Standards Act

In compliance with Sections 102 of the Contract Work Hours and Safety Standards Act (40 USC. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5), each contractor/subcontractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. In compliance with Section 107 of the Act, no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to federally-funded contracts and subcontracts in excess of \$100,000)

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1857 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. Contractor and any of its subcontractors agree to the following requirements:

- 1) A stipulation by the contractor and subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 32;
- 2) Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder;
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
- 4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

11. Debarment and Suspension

Contractor certifies that neither it nor any of its employees or subcontractors are parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

12. Termination of Contract

12a. Termination by Owner:

1) Without Cause

This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.

The owner may terminate this contract:

- 1) In the event that the grant funds are rescinded in part or in whole; or
- 2) If the work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the owner, owner's employees, or legal representatives.

2) With Cause

The owner may terminate this contract if the contractor is in substantial breach of the provisions contained in the contract documents and/or repeatedly fails to:

- Comply with federal, state, and local laws and regulations;
- Provide for the safety of all occupants and public at large during the execution of the work;
- Properly pay subcontractors or suppliers for material or labor;
- Correct defective work; or
- Progress in a timely manner which demonstrates that the contractor can complete the project within the specified time-frame.

The contractor, upon receipt of written notice from the owner to terminate this contract, shall:

- 1) Cease operation in a manner that protects and preserves work already performed.
- 2) Instruct all subcontractors to cease work and cancel all special orders with suppliers.
- 3) Leave the work site in a condition that is free of hazards to occupants and the public.

If the owner terminates the contract, the contractor may be eligible to receive payment for all work completed, and for material orders already in progress and for which cancellation is not possible. Payment is contingent upon the same inspection and approval procedures by owner and grantor as specified for progress payments. If the owner terminates this contract with cause, the owner may withhold payment until all work is otherwise completed by reasonable means determined by owner. If the unpaid balance of this contract is not sufficient to cover reasonable costs incurred by the owner to complete the work, the contractor shall pay the difference to the owner. If the unpaid balance of this contract is in excess of the reasonable costs incurred by the owner to complete the work, then the owner shall pay the difference to the contractor. Reasonable costs include architect fees, administrative fees, and other expenses made necessary by the above causes.

12b. Termination by Contractor

Contractor may terminate this contract if:

- Work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the contractor, contractor's employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor;
- Work is stopped due to a declared state of emergency by government action;
- Owner fails to make payment within the time-frame and conditions stated in the Contract Documents;
- Owner repeatedly, through no fault of the contractor, contractor's employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor, causes delay of the work; and, such delay constitutes in excess of 100 percent of the total number of days scheduled for completion of the work specified in the Contract Documents.

12c. Termination by Mutual Consent

Both parties may terminate this contract by mutual written consent.

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General Decision Number: OR160001 02/26/2016 OR1

Superseded General Decision Number: OR20150001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/26/2016

BROR0001-006 06/01/2014

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.88	16.50

BROR0001-007 06/01/2014

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON,
 KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR
 (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.68	16.15

 CARP9001-001 06/01/2012

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.61	14.44
DIVER STANDBY.....	\$ 34.42	14.44
DIVERS TENDERS.....	\$ 36.97	14.44
DIVERS.....	\$ 78.38	14.44
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 30.28	14.44
MILLWRIGHTS.....	\$ 33.11	14.44
PILEDRIVERS.....	\$ 33.61	14.44

DEPTH PAY:

50 to 100 feet \$1.00 per foot over 50 feet
 101 to 150 feet 1.50 per foot over 101 feet
 151 to 200 feet 2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

ZONE 1 - All jobs or projects located within 30 miles of the
 respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the
 respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the

respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the
respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the
respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS,
PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2015

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK,
WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.50

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

 ELEC0112-001 06/01/2015

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.74	18.65
ELECTRICIAN.....	\$ 38.80	18.59

 ELEC0280-003 01/01/2015

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 41.15	17.75
ELECTRICIAN.....	\$ 37.41	17.75

 ELEC0291-006 06/08/2015

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.97	5%+10.71
ELECTRICIAN.....	\$ 28.15	5%+10.71

 * ELEC0659-004 01/01/2015

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.48	15.71
ELECTRICIAN.....	\$ 30.44	15.71

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. zONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

 ELEC0932-004 01/01/2015

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	15.39

 ENGI0701-005 01/01/2015

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
 CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
 INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all

classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more;
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over;
Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five

foot (175') tower or over two hundred foot (200') jib;
Crane, tower Crane on rail system or 2nd tower or more in
work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety
nine (399) ton, with over two hundred foot (200') boom
(including jib, inserts and/or attachments); Floating
crane, three hundred fifty (350) ton and over; Crane, four
hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement
profiler eight foot (8') lateral cut and over; Auto Grader
or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment
(any type); Bulldozer, over one hundred twenty thousand
(120,000) lbs. and above; Concrete Batch Plant and/or Wet
Mix one (1) and two (2) drum; Concrete Diamond Head
Profiler; Canal Trimmer; Concrete, Automatic Slip Form
Paver (Assistant to the Operator required); Crane, Boom
Truck fifty (50) ton and with over one hundred fifty foot
(150') boom and over; Crane, Floating (derrick barge)
thirty (30) ton but less than one hundred fifty (150) ton;
Crane, Cableway twenty-five (25) ton and over; Crane,
Floating Clamshell three (3) cu. Yds. And over; Crane,
ninety (90) ton through one hundred ninety nine (199) ton
up to and including two hundred foot (200') of boom
(including jib inserts and/or attachments); Crane, fifty
(50) ton through eighty nine (89) ton with over one hundred
fifty foot (150') boom (including jib inserts and/or
attachments); Crane, Whirley under ninety (90) ton; Crusher
Plant; Excavator over one hundred thirty thousand (130,000)
lbs.; Loader one hundred twenty thousand (120,000) lbs. and
above; Remote Controlled Earth Moving Equipment; Shovel,
Dragline, Clamshell, five (5) cu. Yds. And over; Underwater
Equipment remote or otherwise, when used in construction
work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and
including one hundred twenty thousand (120,000) lbs.;
Crane, Boom Truck fifty (50) ton and over with less than
one hundred fifty foot (150') boom; Crane, fifty (50) ton
through eighty nine (89) ton with one hundred fifty foot

(150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engine (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand

(60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled;

Tractor, Rubber-Tired, fifty (50) HP flywheel and under;
 Trenching Machine Operator, maximum digging capacity three
 foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power
 Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck
 Mounted Asphalt Spreader, with Screed; Auger Oiler;
 Boatman; Bobcat, skid steed (less than one (1) yard);
 Broom, self-propelled; Compressor Operator (any power)
 under 1,250 cu. ft. total capacity; Concrete Curing Machine
 (riding type); Concrete Saw; Conveyor Operator or
 Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler;
 Deckhand; Drill, Directional Locator; Fork Lift; Grade
 Checker; Guardrail Punch Oiler; Hydrographic Seeder
 Machine, straw, pulp or seed; Hydrostatic Pump Operator;
 Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump
 (any power); Rail, Brakeman, Switchman, Motorman; Rail,
 Tamping Machine, mechanical, self-propelled; Rigger; Roller
 grading (not asphalt); Truck, Crane Oiler-Driver

 IRON0029-004 07/01/2015

	Rates	Fringes
IRONWORKER.....	\$ 34.12	23.04

 LABO0001-006 06/01/2014

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 27.44	13.10

 LABO0003-003 06/01/2014

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.43	13.10
GROUP 2.....	\$ 27.44	13.10
GROUP 3.....	\$ 22.86	13.10

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc);

Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Gunitite Nozzleman; Hazardous Waste Laborer; High Scalars; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0055-002 11/01/2014

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 33.43	11.08

* PAIN0055-033 10/01/2015

	Rates	Fringes
PAINTER		
BAKER, BENTON, CLATSOP, CROOK, DESCHUTES, GRANT, GILLIAM, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, MARION, POLK, TILLAMOOK, SHERMAN, UNION, WHEELER AND YAMHILL COUNTIES		
High work-All work 60 feet or higher.....	\$ 22.72	9.85
Painters.....	\$ 21.97	9.85
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		
High work-All work 60 feet or higher.....	\$ 23.72	9.85
Painters.....	\$ 22.97	9.85
JACKSON AND KLAMATH		

COUNTIES

High Work-All Work 60 feet or higher.....	\$ 19.52	9.85
Painters.....	\$ 18.77	9.85

PLAS0555-001 06/01/2015

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 30.00	18.18
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 30.60	18.18
CEMENT MASONS.....	\$ 30.60	18.18
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 31.20	18.18

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall

TEAM0037-004 06/01/2014

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.90	14.37
GROUP 2.....	\$ 27.02	14.37
GROUP 3.....	\$ 27.15	14.37
GROUP 4.....	\$ 27.41	14.37
GROUP 5.....	\$ 27.63	14.37
GROUP 6.....	\$ 27.99	14.37
GROUP 7.....	\$ 27.99	14.37

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the
respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the
respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the
respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the
respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW

MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per

hour, fringes plus \$0.15.

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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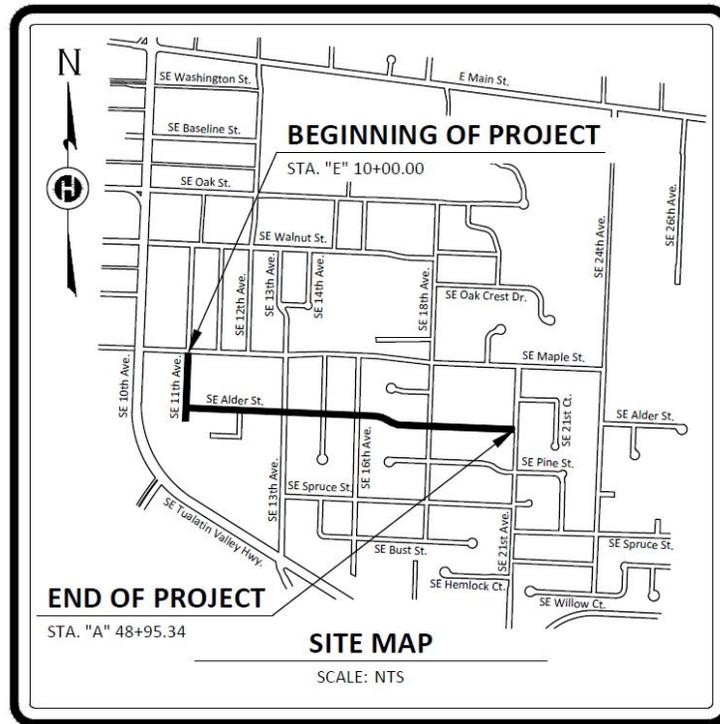


BOOK 2 OF 2

OF THE BID DOCUMENTS

FOR:

SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS



Drainage, Sidewalks, Illumination, and Driveways

BID NUMBER: 10841 & 10842
A CITY OF HILLSBORO
PUBLIC WORKS, ENGINEERING DIVISION
PUBLIC IMPROVEMENT PROJECT

CITY OF HILLSBORO, OREGON

SPECIAL PROVISIONS

FOR

SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS
PROJECTS #10841 & #10842

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: 6/30/2017</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Grading, Drainage, Walls, Bases, Paving, Stormwater Control, Right-of-Way Development and Control, Signing, Striping, Waterline, and Materials. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00210, 00220, 00225, 00280, 00310, 00320, 00330, 00405, 00415, 00440, 00445, 00470, 01490, 00596, 00641, 00744, 00759, 00930, 00940, 01030, 01040, 01050, 01051, 01065, 01070, 01120, and 01130</p>
<p>Date Signed: <u>3/17/16</u></p>	

CITY OF HILLSBORO, OREGON

SPECIAL PROVISIONS

FOR

SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS
PROJECTS #10841 & #10842

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES 6-30-2017</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Electrical and Illumination Systems. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00960, 00962, 00970, 02560, 02920, and 02926</p>
<p>Date Signed: <u>3/15/14</u></p>	

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PART 4.0 – PROJECT INFORMATION

WORK TO BE DONE

The Work to be done under this Contract consists of the following on SE 11th Ave. and SE Alder St. in Hillsboro, Oregon:

1. Construct Roadway Improvements including Curb, Driveways, and Sidewalk
2. Construct Storm Drainage Improvements.
3. Install Street Lights including conduit and wiring.
4. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Technical Specification that is applicable to the Work on this Project are the 2015 edition of the "Oregon Standard Specifications for Construction" except where superseded by City of Hillsboro Standard Contract Provisions and the City of Hillsboro Design & Construction Standards.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a City of Hillsboro Project.

PROJECT CONTACTS

Submit written questions to the City Project Manager via e-mail, fax, or letter.

Answers to these questions may be distributed via faxed addendum.

Project Management:

Douglas Gresham, Project Manager
Doug.Gresham@hillsboro-oregon.gov
City of Hillsboro Public Works, Engineering Division
150 E Main Street, Fourth Floor
Hillsboro, OR 97123
(503) 681-6238

PART 5.0 – PREVAILING WAGE RATES

Oregon Prevailing Wage Rates and Federal Department of Labor (Davis-Bacon) Prevailing Wage Rates are hereby incorporated into these specifications.

The Oregon Prevailing Wage Rate publications are incorporated by reference and available on BOLI's website at:

www.oregon.gov/boli

The applicable publications are:

- January 1, 2016 Definitions of Covered Occupations for Public Works Contracts in Oregon
- January 1, 2016 State Prevailing Wage Apprenticeship Rates
- January 1, 2016 Prevailing Wage Rates for Public Works Contracts in Oregon

A copy of these rules may be requested by calling the Bureau of Labor and Industries directly.

Bureau of Labor and Industries – (971) 673-0838

The applicable Federal Department of Labor (Davis-Bacon) Prevailing Wage Rate decision is included in book 1 of the contract documents.

www.wdol.gov/dba

PART 6.0 – NON-FIELD TESTED MATERIALS

Non-Field Tested Materials are hereby incorporated into these specifications by reference and are available by visiting the Oregon Department of Transportation website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/docs/NFTMAG2015.pdf>

PART 7.0 – SPECIAL PROVISIONS

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with City of Hillsboro Standard Contract Provisions and Section 00110 of the Standard Specifications modified as follows:

00110.00 Organization of Specifications - Add the following:

- Book 1 of the Bid Documents as issued by City Of Hillsboro

00110.20 Definitions - Add or modify the following:

Bid Booklet - Delete this definition

Bid Documents - Replace with the following:

The bound two Books (Book 1 and Book 2) of the Solicitation Documents and other documents as identified in 00120.10.

Contract Documents - Replace with the following:

As defined by City of Hillsboro Standard Contract Provisions.

Effective Date of the Agreement - The date recorded on the contract agreement when it is executed by the last party to sign.

Extra Work Directive - Written order issued by the Project Manager modifying or requesting work and if applicable establishing the basis of payment per change order. The cost of this order has to be within the contract approved contingency as stated in the bid schedule for extra work.

Field Directive - Supplemental instructions, clarifications, and/or minor changes consisting of a written directive which may or may not modify the contract or the contract amount.

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

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

Work Hour - For the purpose of bidding and related submittals, any hour in a workday between 8:00 a.m. and 5:00 p.m., including lunch-hour, when the Agency is performing regular business.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

This section is not applicable; refer to City of Hillsboro Standard Contract and Book 1 of the Bid Documents.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

This section is not applicable; refer to City of Hillsboro Standard Contract and Book 1 of the Bid Documents.

SECTION 00140 - SCOPE OF WORK

Comply with City of Hillsboro Standard Contract Provisions and Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with City of Hillsboro Standard Contract Provisions and Section 00150 of the Standard Specifications modified as follows:

00150.02 Inspector's Authority and Duties - Add the following to the third bulleted item of the first paragraph:

The inspector may orally suspend work temporarily, until the issue in question can be referred to the Engineer for decision for:

- Unsafe practice

- Non-compliance with the contract documents

- Non-compliance with erosion control requirements

- Non-compliance with hazardous material handling rules and regulations

- Non-compliance with air, noise, and water pollution control

00150.05 Cooperative Arrangements - Delete this subsection.

Add the following subsection:

00150.21 Agency Use of Consultants - The Contractor is advised that the availability of Agency personnel on this Project is limited and the Agency may hire consultants to perform some of its responsibilities for Material testing, Material weighing and checking, and/or surveying. The Contractor shall provide the Engineer with a written notification that such personnel are needed a minimum of 72 hours before performing Work requiring Material testing, Material weighing and checking, and/or surveying. If the Contractor suspends Work for more than 3 days on Work items requiring Material testing, Material weighing and checking, and/or surveying by the Agency, Contractor shall again provide notice as set forth above. The Agency will not be responsible for

delays occasioned by the Contractor's failure to provide the required written notice. The Contractor shall provide such notice whether or not the Agency hires a consultant to perform the required services.

00150.50(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

During the design of this project, the Agency made preliminary contacts with Utilities to make them aware of anticipated agency work within the limits of the project, how it may affect their facilities, and instructed the utilities to make arrangements to relocate their facilities that are known to conflict with anticipated agency work. The Agency has listed in 00150.50(f) the known utilities, their owners, and contact information. The Plans will not normally show the anticipated new location of utilities that have been or will be adjusted.

00150.50(c) Contractor's Responsibilities - Add the following bulleted items:

- Meet with each utility agency prior to the preconstruction meeting that has or may have utilities within the limits of the work on this project.

- Check on-site locations of each utility against known location data, if any, and notify the utility of any discrepancies before starting the work.

Add the following:

In accepting the above responsibilities, both stated and implied, the Contractor understands that it is highly likely that there will be interfering utilities, i.e. service laterals, drains, pipe and conduits (ducts), and related structures which are not shown or are not accurately indicated on the plans or have not been previously discovered at the project site.

Utilities that are in the way of or in close proximity to the work, known as potential conflicts, may require a change in the Contractor's operations and should be reflected in the Contractor's bid and in the project schedule.

Existing utilities may affect the work causing additional time or cost. Reasonable delays or resulting cost increases will be considered as part of the normal progress of work and will not be cause for extra compensation to the Contractor. The Contractor agrees to provide for a reasonable amount of additional time or cost in the bid.

Locating, such as potholing, excavations, or boring, deemed necessary to determine the exact locations(s) of any utility which may interfere with the work shall be done prior to the start of construction at no additional cost to the Agency unless otherwise indicated or provided for in these contract documents.

00150.50(d) Delays - Delete this subsection.

Add the following subsection:

00150.50(f) Utility Information - Contact those utilities having buried facilities and request that they locate and mark them for their protection prior to construction. The Utilities notification system telephone number is 811 or (800) 332-2344.

The following organizations may be adjusting utilities within the limits of this project during the period of the Contract:

Utility Representatives			
	Utility	Representative	Telephone
1	NW Natural Gas	Richard Girard	360-921-0314
2	PGE	David Drochner	503-736-5763
3	Comcast	Margaret Porter	971-801-5709
4	Frontier	Robert Plant	503-644-7153
5			
6			

Energized power lines overhang portions of the Work. Contractor shall maintain at least 10 feet of safety clearance.

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

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

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

00150.80 Removal of Unacceptable and Unauthorized Work - Replace the paragraphs that begin "The Agency will not pay..." and "If, when ordered by..." with the following two paragraphs:

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

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

Add the following subsection:

00150.90(c) Rescinding Second Notice - If the punch list items have not been completed within 60 days of issuance of "Second Notification", the second notice will be rescinded, the contract time will be restarted and liquidated damages will be assessed per 00180.85.

00150.91 Post-Construction Review - Replace this subsection, except for the number and title, with the following:

The Contractor or the Engineer may request a Post-Construction Review meeting, to be held prior to issuance of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

SECTION 00160 - SOURCE OF MATERIALS

Comply with City of Hillsboro Standard Contract Provisions and Section 00160 of the Standard Specifications modified as follows:

00160.01(d) Terms Required - Delete this subsection.

00160.20(a) Buy America - Delete this subsection.

SECTION 00165 - QUALITY OF MATERIALS

Comply with City of Hillsboro Standard Contract Provisions and Section 00165 of the Standard Specifications modified as follows:

00165.50(c) Non-Specification Materials - Add the following:

(5) Rejection without Testing - If material is rejected and removed from a designated subplot sample site before sampling, a new random sample site will be established for the remainder of the subplot.

a. Rejection by Contractor - The Contractor may remove any material that appears defective and replace it with new material at no additional cost to the Agency.

b. Rejection by Engineer - The Engineer may reject any material that appears defective. Material rejected before placement shall not be incorporated into the work. Material in place that is rejected shall be removed. No separate or additional payment will be made for materials rejected by the Engineer or for the removal of the materials unless the requirements of 00165.50(c-6) have been met.

(6) Rejection with Testing - If the Contractor requests to have the rejected material tested, it will be sampled, tested, and statistically evaluated as a separate lot.

If the CPF for the rejected material is less than 1.0000, 00165.50(c-4) will be used, and the sampling and testing will be at no additional cost to the Agency.

If the CPF is greater than 1.0000, the cost of removal, sampling and testing will be paid for by the Agency and the material will be paid for according to the CPF.

00165.75 Storage and Handling of Materials – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall store and handle all materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on private property if written permission of the owner or lessor is obtained.

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.

No separate payment will be made for staging areas.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with City of Hillsboro Standard Contract Provisions and Section 00170 of the Standard Specifications modified as follows:

00170.01(c) Local Agencies - Add the following:

Clean Water Services
Service Districts

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

Washington County, its agents, elected officials and employees.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with City of Hillsboro Standard Contract Provisions and Section 00180 of the Standard Specifications modified as follows:

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins, "These payment clauses..." with the following:

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency.

00180.21(g) Mentor-Protégé Agreement - Delete this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type B schedule as detailed in the Standard Specifications is required on this Contract.

00180.41(b-2) Detailed Schedule - Replace the paragraph that begins "In addition to the above requirements..." with the following:

In addition to the above requirements, and within 15 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project 2007.

00180.42 Preconstruction Conference - Replace this subsection, except for the subsection number and title, with the following:

Before any work is performed under the contract and within 15 calendar days of the Notice to Proceed, unless otherwise approved in writing, meet with the Agency for a preconstruction conference at a time mutually agreed upon. Submit the following during the preconstruction conference unless otherwise directed:

- Project work schedule (see 00180.41)
- Traffic control plans (see 00225.05)
- Erosion control plan (see 00280.00)
- Complete list of subcontractors
- List of utilities affected by the work (see 00150.50(c))
- Submit off-site disposal locations (see 00290.20(c-3-f))
- List of all contractors and subcontractors equipment, types/capacities, numbers and rental rates.

00180.43 Commencement and Performance of Work - Add the following at the end of this subsection:

Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the Agency's best interest to do so, the Agency may require the Contractor to finish a portion or

unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than Nov 30th 2016.

00180.90(a) Termination for Default - Add the following bulleted item:

 Fails to begin scheduled work within 10 calendar days from the date stated in the First Notice unless excused as part of the accepted project construction schedule.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with City of Hillsboro Standard Contract Provisions and Section 00190 of the Standard Specifications modified as follows:

SECTION 00195 - PAYMENT

Comply with City of Hillsboro Standard Contract Provisions.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with City of Hillsboro Standard Contract Provisions and Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with City of Hillsboro Standard Contract Provisions and Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with City of Hillsboro Standard Contract Provisions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- Do not close any city street.
- Do not place work zone signs or supports that will block existing walkways or existing bikeways.
- Allow school buses immediate passage at all times. Provide and maintain safe access for children to embark and disembark at the designated school bus stop locations.

Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

Maintain at least one lane of traffic at all times. Do not stop or hold traffic in any one direction more than 10 minutes. Do not block driveways, intersections, or approaches. Provide reasonable access to driveways, intersections and approaches at no additional cost to the Agency.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.05 Contractor Traffic Control Plan - Delete the word "stamped" from the paragraph that begins "If additional modifications are made...".

00225.05(a) Agency or Contractor Traffic Control Plan - Delete the word "stamped" from the paragraph that begins "If the Contractor will be using...".

Delete the word "stamped" from the bullet that begins "Submit stamped working drawings...".

00225.41(a-2) Regulatory Speed Zone Signs - Delete the words "State Traffic" from the first paragraph.

Add the following subsection:

00225.41(g) Portable Signs for Flagging Operations - Furnish four sets of 36 by 36 inch portable signs with flags and supports for use with flagging operations within the project limits. One set consists of three signs; one "ROAD WORK AHEAD" sign, one "BE PREPARED TO STOP" sign, and one "FLAGGER AHEAD SYMBOL" sign. The "ROAD WORK AHEAD" sign in these sets is not a substitute for any like sign required by the TCP.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Remove temporary markers from..." with the following:

Remove temporary pavement markers without damaging the roadway surface.

00225.60 Temporary Traffic Control Devices - Delete the paragraph that begins with "When the bid schedule does not...".

00225.80(a) Quantity Limitations - Add the following bulleted item to the end of the bullet list:

The quantities approved in contract change orders.

Add the following subsection:

00225.81(a) Portable Signs for Flagging Operations - No measurement of quantity will be made for the initial sets of signs required by 00225.41(g). Additional signs will be measured in accordance with 00225.81.

00225.83(b) Temporary Tape - Replace this subsection, except for the subsection number and title, with the following:

No separate measurement will be made for removable, non-removable, and non-reflective tape.

00225.87(a) Flaggers - Replace the sentence that begins "Flagging performed by..." with the following:

Flagging performed by a TCS will not be measured.

00225.88 Traffic Control Supervisor - Delete this subsection. No separate measurement will be made for the traffic control supervisor.

00225.90(a-2) Temporary Protection and Direction of Traffic - Add the following bullets to the end of the bullet list:

- Furnishing, placing, maintaining, and moving the initial sets of portable signs for flagging operations required by 00225.41(g).

- Furnishing, installing, and removing Temporary Removable Tape, Temporary Non-Removable Tape, and Temporary Non-Reflective Tape, as applicable.

00225.93 Temporary Traffic Delineation - Delete pay items (g), (h), and (i). No separate or additional payment will be made for temporary removable tape, temporary non-removable tape, or temporary non-reflective tape.

In the sentence that begins "Payment for items..." delete "(g), (h), (i), ".

In the paragraph that begins "Payment for items..." replace the sentence that begins "If the Engineer determines..." with the following:

If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to Section 00196.

00225.97 Flaggers - Add the following to the first paragraph:

The *minimum* acceptable bid for the item "Flaggers" shown in the Contract Schedule of Items is \$46.00 per hour. Failure of a bidder to specify an amount equal to or greater than the minimum amount specified will result in the bid being rejected as a non-responsive bid.

In the paragraph that begins "Payment for item (a)..." replace the sentence that begins "If the Engineer determines..." with the following:

If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to Section 00196.

00225.98 Traffic Control Supervisor - Delete this subsection. No separate or additional payment will be made for the traffic control supervisor.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following:

The ESCP shown on the plans was developed for anticipated staging and site conditions. Prepare and submit a revised ESCP when staging or site conditions differ from that shown in the plans. Submit a revised ESCP for each proposed modification to the most current Engineer-approved ESCP, and obtain Engineer approval prior to beginning work. Engineer may require additional erosion and sediment control measures at no additional cost to the Agency in order to approve submitted methods of operations and scheduling.

00280.03 Standards - Replace "ODOT 'Erosion and Sediment Control' manual" with "Clean Water Services Design and Construction Standards".

00280.14(e) Slope and Channel Liner Matting - Add the following to the first paragraph:

Furnish biodegradable matting that does not include any plastic components.

00280.15(a) Check Dams - Replace the "Type 1: Aggregate" bulleted item with the following:

Type 1: Aggregate - Furnish aggregate of the size shown and meeting the requirements of 00330.16. If the size is not shown, furnish aggregate sized between 4 inches maximum and 1 inch minimum.

Add the following to the bullet list:

Stakes - Untreated wooden stakes with the minimum dimensions shown, or approved equal.

00280.16(a) Inlet Protection - Add the following bulleted items:

CWS Type 1 - Furnish wire mesh and aggregate that meet the requirements for inlet protection "Type 2".

CWS Type 3 - Furnish sediment fence materials in accordance with 00280.16(c).

CWS Type 4 - Furnish biofilter bags and stakes that meet the requirements of 00280.15(a).

CWS Type 5 - Furnish prefabricated filter inserts that meet the requirements for inlet protection "Type 3".

00280.30 Erosion and Sediment Control Manager - Replace the paragraph that begins "Designate and provide..." with the following paragraph and bulleted list:

Designate and provide an ESCM with the following minimum qualifications:

- Experience in all major disciplines of highway construction.
- Knowledgeable in principles of and practice of erosion and sediment controls.
- Skilled in assessing site conditions and effectiveness of erosion control ESC used.
- Successful completion of erosion control formal training sponsored by the Agency or acceptable to the Engineer.
- Responsible participation in construction of at least one Agency project with erosion control.
- Authority to immediately mobilize necessary personnel to correct and modify erosion control ESC as required.

00280.42(a) Soil Exposure Limitations - Replace this subsection, except for the subsection number and title, with the following:

Within Washington County (October 1 through May 31) - On sites where vegetation and ground cover are removed, plant and establish vegetative ground cover by October 1 such that it will function through May 31 the following year. If ground cover is not established by October 1, protect exposed areas through May 31 of the following year with straw mulch, erosion blankets, or other approved methods. Stabilize all areas immediately, but no later than the end of the each working shift of exposure.

Within Washington County (June 1 through September 30) - Stabilize all areas as soon as practicable. Stabilize construction areas in stages based on site conditions, weather, and as directed.

00280.42(b) Temporary Stabilization - Replace the bulleted list with the following:

At the end of each shift during the wet season

At the completion of each ground disturbing stage of construction when permanent erosion control BPM are not practicable to construct.

A minimum of one day before expected rain events.

As an emergency measure when rain is falling on unprotected areas.

When wind or vehicle traffic is visibly causing more than minor dust.

At finish grade when working outside the permanent seeding dates.

00280.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
-----------------	----------------------------

- (a) Erosion Control..... Lump Sum
- (b) Inlet Protection, CWS Type 4 Each
- (c) Inlet Protection, CWS Type 5 Each

Item (a) includes:

- Install necessary BMP's and maintain site compliance with all permits
- Providing the Erosion and Sediment Control Manager
- Developing, revising, and documenting the ESCP
- Mobilization
- Monitoring activities to maintain effective functioning
- Furnishing, stockpiling, protecting, restocking, and removing emergency materials
- Preparing Project for a period of extended non-activity
- Inspecting, maintaining, and removing erosion control devices
- Restoring, mulching, tacking, and seeding all disturbed ground, work, and storage areas not otherwise covered

Partial payments for item (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed 25%
- When 50 percent of the Contract is complete, excluding advances on materials 25%
- When 75 percent of the Contract is complete, excluding advances on materials 25%
- At completion of the Contract and all erosion control devices are either removed from the Project site or are fully functioning as permanent ESC..... 25%

Item (b) includes a minimum of three biofilter bags.

Emergency materials that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Removing and disposing of sediment build-up behind sediment fences and sediment barriers
- Removing and reinstalling required appurtenances to modify temporary slope drains as the embankment slopes are changed
- Constructing and removing temporary slope berms
- Applying dust control
- Erosion control for work outside the construction limits including but not limited to borrow pits, haul roads, disposal sites, and equipment storage sites
- Removing and disposing of sediment build-up inside temporary filter bag
- Removing and disposing of the filter bag at project completion or when directed

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.43 Disposal of Material - Replace this subsection, except for the subsection number and title, with the following:

Dispose of materials according to 00290.20.

00310.44 Earthwork in Connection with Removal - Replace the second paragraph with the following:

Backfill holes according to 00330.45. No separate or additional payment will be made for this work.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.01 Areas of Work- Replace this subsection, except for the subsection number and title, with the following:

Clearing and grubbing limits are the top of cut slopes and the toe of fill slopes. Protect all existing landscaping and trees outside the grading limits according to 00320.40(b).

00320.40(a) Clearing Trees and Other Vegetation - Add the following:

Meet the requirements of 00290.36(c).

00320.40(b) Preserving and Trimming Vegetation - Replace this subsection with the following subsection:

00320.40(b) Preserving Vegetation and Other Natural Materials:

(1) Within the Work Areas - Avoid injuring vegetation or other natural materials designated to be saved. Preservation of this vegetation includes protection and special care.

(2) Outside the Work Areas - Avoid injuring vegetation or other natural materials. Confine operations which may injure vegetation or other natural materials to the work area or to areas that have already been cleared.

(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees,

landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

Add the following subsection:

00320.40(c) Tree and Vegetation Trimming - Trim trees according to good tree surgery practices, as directed, and according to the following:

Do not leave unsound branches of trees in place.

Trim branches over roadways and bridges to provide at least 14 feet of clearance above the roadway surface.

Trim branches over walks to provide at least 8 feet of clearance above the walk surface.

Trim branches that obstruct sight distance at intersections or impair the visibility of signs.

Keep equipment and materials off of the critical root zone as directed.

Remove hazardous, dead, and damaged trees outside the clearing limit as directed.

00320.42 Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Ownership and Disposal of Matter - Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

00330.20 Tamping Foot Rollers - Add the following:

Tamping foot rollers are required on this project.

00330.41(a-7) Abandoned Pipes and Miscellaneous Matter - Replace this subsection, except for the subsection number and title, with the following:

Remove and dispose of all abandoned pipe and miscellaneous matter:

Encountered in the work

Located within 2 feet below subgrade

Located within 2 feet of finished slope

Remove remaining abandoned pipes and structures, or completely fill abandoned pipes and structures with CLSM that meets the requirements of 00442.

Perform removal work as part of the earthwork. Dispose of waste materials according to 00290.20.

00330.42(c-3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 6 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.45 Filling of Holes - Replace the last two sentences of this subsection with the following:

No separate or additional payment will be made for this work.

00330.80 Measurement - Add the following after the bulleted list:

No field measurement of earthwork items will be performed. The quantity will be the theoretical neat line volume constructed and accepted for each item. If changes are ordered, only the quantity included in the ordered changes will be measured.

00330.91(b) Foundation Excavation - Add the following bulleted item:

When foundation excavation is not included in the Schedule of Items, foundation excavation will be paid according to 00331.90.

00330.91(d) General Excavation - Replace the last sentence of the fourth bulleted item with the following:

When such excavation is not part of a continuous operation, the roadway excavation is complete, and the Contractor is required to move equipment in to perform the excavation, the excavation will be paid according to 00331.90.

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Use commercially available 3/4" - 0 crushed aggregate.

00405.13 Pipe Zone Material - Replace this subsection, except for the subsection number and title, with the following:

00405.13 Pipe Zone Material - Use commercially available 3/4" - 0 crushed aggregate.

00405.14 Trench Backfill - Add the following:

For all trenches within the right-of-way use Class B 3/4" - 0 crushed aggregate backfill or Class E Backfill. For trenches outside of the right-of-way use Class B 3/4" - 0 crushed aggregate backfill or Class E Backfill, except when not under structures the top 2 feet may be Class A Backfill.

00405.40 General - Add the following:

At no expense to the Agency, the Contractor shall restore all known facilities that are damaged by his operations to at least preexisting condition.

00405.46(e) Temporary Trench Plating - Add the following:

Temporary trench plating may not be used for more than a maximum of 48 hours at any one location. Any period exceeding 48 hours will require the backfilling of the trench with aggregate and capping with temporary ACP.

00405.82 Trench Foundation - Quantities will be calculated on a volume basis.

00405.90 Payment - Add the following bullet to the bullet list:

- tracer wire

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

00415.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for work performed under this Section.

00415.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.14(a) General - Add the following bulleted item:

- Basketball Hoop Footing

00440.40(b) Placing - Add the following bulleted item:

- Place concrete according to 00540.48(a) through 00540.48(c) for sign supports, signal supports, and luminaire supports.

00440.40(c) Forms - Add the following paragraph:

For sign supports, signal supports, and luminaire supports, remove forms and perform subsequent loading according to Table 00540-1.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.00 Scope - Add the following:

Install and test storm and sanitary sewer pipe according to the current (June 2007) Clean Water Services Design and Construction Standards, except as modified herein. Contact the Engineer for direction if there is a conflict in requirements.

Add the following subsection:

00445.49 Roof or Field Drain Connections - Connect existing roof, lot or field drain pipe to the curb or nearest storm drain line as directed. Locate curb outlets outside of ramp and driveway wings. Provide pipe, cleanouts and fittings meeting the requirements of the Standard Specifications as specified herein, and match existing pipe size. Use a manufactured tee to connect to storm drain with an approved coupling connection to the existing pipe, and install a tracer wire with the drain line.

Use PVC meeting the requirements of ASTM D 3034 SDR 35, with a diameter matching existing pipe size. The plans show anticipated locations of possible roof and field drains. The locations shown are approximate and additional field drains may be encountered.

00445.80(a) Pipes - In the length bullet, add ", to the nearest foot" after the word "applicable".

Replace the first paragraph of the second bullet with the following:

- **Depth** - Depth will be used to determine the maximum depth and pay item for each pipe. The maximum depth range, to the flow line, for each pipe will be 0 to 10.0 feet, and over 10.0 feet as applicable.

00445.91 Payment - Add the following:

Pay Items	Unit of Measurement
(m) Roof or Field Drain Connections	Foot

Payment for item (m) includes cleanouts and fittings. No separate or additional payment will be made for earthwork, ditch excavation, or connection to inlet structure.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

00470.10 Materials -

Replace the subsection reference for "Precast Concrete Manholes, Catch Basins and Inlets..." with "02450".

00470.41(c) Grates, Frames, Covers, and Fittings - Add the following:

Within street areas, initially set manholes and boxes to finished base aggregate or temporary surface grade. Adjust to final grade prior to paving.

The final grade of the pavement surface and adjusted manholes and boxes shall not vary more than 1/4 inch from the finish grade and cross section at any point along a straightedge. Test adjusted manholes and boxes with a straightedge positioned as far as practical, over the center of the cover. Furnish the straightedge and operate it under the direction of the Engineer.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.40 General - Add the following:

Within street areas, initially set manholes and boxes to finished base aggregate or temporary surface grade. Adjust to final grade prior to paving.

Make vertical cuts in pavements with a concrete saw for setting manhole to final grade. Cut a diamond-shaped opening at 45 degrees to the traffic lane. Back fill with high early strength concrete that meets the requirements of 00490.11 and will cure in time to carry traffic during the hours of darkness. Meet the requirements of 00405.46(e) for temporary trench plating. Leave concrete 2 inches below finish grade of the manhole. Complete the top 2 inches with 1/2 inch ACP. Apply asphalt tack to all surfaces before placing the final 2 inches of asphalt concrete.

The final grade of the pavement surface and adjusted manholes and boxes shall not vary more than 1/4 inch from the finish grade and cross section at any point along a straightedge. Test adjusted manholes and boxes with a straightedge positioned as far as practical, over the center of the cover. Furnish the straightedge and operate it under the direction of the Engineer.

00490.44 Filling Abandoned Pipes, Manholes, and Catch Basins - Replace the sentence that begins, "Compact the granular ...", with the following:

Backfill according to 00405.46(c-2).

00490.90 Payment - Modify this section as follows:

Delete pay item (h). No separate or additional payment will be made for filling abandoned structures. Filling abandoned structures is considered incidental to Section 00310.

SECTION 00596 - PREFABRICATED MODULAR RETAINING WALLS

Section 00596, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00596.00 Scope - This work consists of furnishing and constructing prefabricated modular gravity retaining walls as shown and specified.

Materials

00596.10 General:

Blocks shall be nominal 12 inches wide by 4 inches tall by 8 inches deep. If walls will curve use Keystone Garden Wall tri-plane or equivalent blocks. Contractor may remove, salvage, and reuse existing blocks if approved by City Inspector.

Construction

00596.40 General:

Construct block retaining walls in accordance with the manufacturer's instructions.

00596.41 Excavation and Foundation Preparation:

Place walls on 6 inches of $\frac{3}{4}$ "-0 aggregate foundation.

00596.42 Erecting Walls:

Begin placing the first course of blocks on top of and in full contact with the aggregate foundation. Level and align all blocks. Lay blocks as close together as possible and parallel to the straight or curved line of the wall face. Place blocks in vertical or battered positions as shown. Level each course block-to-block and front-to-back. Set each block on the blocks below without rocking. Correct high areas by grinding or shimming with approved shims. Do not use shims within 1 inch of the front face. Do not exceed a shim stack thickness of 1/16 inch. Stack all blocks in a running bond pattern with each block spanning the joint below.

Place granular structure backfill with each course of blocks. Remove all backfill that is on top of the blocks before installing the next course of blocks. Clean the finished exposed wall face of all foreign material deposits. Install cap stones where intended by the manufacturer.

00596.43 Backfill Placement:

Do not misalign wall units or damage wall components when placing backfill material. Remove and replace all misaligned or damaged wall materials at no additional cost to the Agency. Install $\frac{3}{4}$ " clean drain rock compacted to 95% T-99 behind the wall for drainage.

Measurement

00596.80 Measurement – The quantity of wall will be measured on the area basis. Wall areas are in the vertical plane measured from the bottom of the wall to the top of the wall

The estimated quantity of retaining walls are:

Station Limits	Area
Sta. "A" 33+48 to Sta. 33+94 (Lt.)	30 sq. ft.
Sta. "A" 39+28 to Sta. 39+74 (Rt.)	25 sq. ft.

Payment

00596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Retaining Wall, Prefabricated Modular Gravity	Square Foot

No separate or additional payment will be made for:

- installation of perforated drainage pipe
- manufacturer's representative, engineering, and reports
- excavation, shoring, leveling pads, and specified backfill
- increases in quantities resulting from submitted and approved wall systems that differ from the design shown

The accepted quantities of ordered changes will be paid according to 00195.20.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following after the first sentence:

Base aggregate shall be 1 1/2" - 0. Leveling course aggregate shall be 3/4" - 0.

00641.12 Limits of Mixture - Add the following after the first sentence:

Introduce water in a mixing plant or on the grade.

00641.20 Mixing Plant - Replace the sentence that begins "Mix aggregate and water..." with the following two sentences:

Mix aggregate and water according to paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the aggregate..." with the following two sentences:

Add water to the aggregate while mixing to provide a moisture content according to 00641.12 and paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.44(a-1) Dense-graded Aggregates - Replace this subsection, except for the subsection number and title, with the following:

Begin compaction of each layer of dense-graded aggregates immediately after the material is spread. Continue compaction to achieve a minimum of 100% of maximum density. Determine maximum density according to AASHTO T 99, Method D, and coarse particle correction according to AASHTO T 224. Test in place density according to AASHTO T 310. Determine in place compaction of non-density testable material according to ODOT TM 158.

00641.80 Volume Basis - Replace this subsection, except for the subsection number and title, with the following:

When measurement is by volume, quantities will be the theoretical neat line quantity constructed and accepted.

The aggregate base quantity shown in the Contract Schedule of Items is the sum of the following theoretical neat line quantities:

- 280 cubic yards shown in the typical sections (including curbs and slope restoration)
- 181 cubic yards for sidewalks
- 99 cubic yards for driveways

The theoretical neat line quantity of aggregate shoulders will be shown in the Contract Schedule of Items.

Field measurement of the quantity will not be performed. An additional quantity is included in the Contract Schedule of Items for ordered changes. If changes are ordered, only the quantity included in the ordered changes will be measured.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.02 Definitions - Add the following definition:

Sublot Size - A sublot is 1,000 tons of ACP, or the amount of ACP placed in a day if less than 1,000 tons is placed.

00744.11 Asphalt Cement and Additives - Replace the paragraph beginning with "When WMAC is used..." with the following paragraph and Table 00744-1:

When WMAC is used, select the additives or processes identified in Table 00744-1 for WMAC. Submit equivalent alternates for review and approval.

Table 00744-1

WMAC Additives and Processes		
WMAC Technology	Process Type	Supplier

Advera (Synthetic Zeolite)	Foaming Process	PQ Corporation
Aspha-Min (Synthetic Zeolite)	Foaming Process	Aspha-Min
Evotherm	Chemical Additive	MeadWestvaco Asphalt Innovations
Redi-Set WMX	Chemical Additive	Akzo Nobel Surfactants, Inc.
Sasobit	Organic Additive	Sasol Wax Americas, Inc.
Plant Foaming Equipment	Foaming Process	Various Suppliers

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Use asphalt grade PG 64-22.

00744.16 Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

A CAT-1 shall perform a minimum of one asphalt content, gradation, mix moisture, and Maximum Specific Gravity (AASHTO T 209) test per day and provide results to the Engineer by the middle of the following work shift. Provide split samples to the Engineer when requested. Upon written notice, the Engineer may waive testing and visually accept the mix according to Section 4(b) of the MFTP.

When three or more tests are performed on a project, a price adjustment will be calculated according to 00744.95.

00744.17 Acceptance - Replace this subsection, except for the subsection number and title, with the following:

When less than three test results are obtained on a project, and testing has not been waived by the Engineer, the ACP will be accepted according to the following:

(a) Within Specification Limits - If all subplot sample test results are within specification limits for all constituents (including compaction) the material will be accepted and the full bid price will be paid for the material represented by that test.

(b) Outside Specification Limits - If a subplot sample test result for any constituent is outside the specification limit the Engineer will have the backup sample tested.

(1) Backup Within Specifications - If the backup sample test results for all constituents are within specification, the material will be accepted and the full bid price will be paid for the material represented by that test.

(2) Backup Out of Specifications - If the backup sample test results are out of specification, the Contractor may choose to accept the price adjustment calculated according to 00744.95 or may choose to sample the in-place material for further testing. The price adjustments will be computed using all original test results as well as all backup test results. (If there are less than three tests, average the two tests you have and use the average as the third test result). In no case will the composite pay factor (CPF) be greater than 1.0.

(3) In-Place Samples - If the in-place material is sampled, the Engineer will select and sample from three random locations from the area represented by the lot in question. Those samples will be tested and if found to be within specification the material will be accepted and paid for at the full bid price. If the material proves to be outside of the specification limits, the material will be accepted and paid for at an adjusted price according to 00744.95. In no case will the CPF be above 1.0.

Add the following subsection:

00744.24(a) Steel-Wheeled Rollers - Provide steel-wheeled rollers with a minimum gross static weight as follows:

	Level 1 and Level 2	Level 3
Breakdown and Intermediate	8 ton	10 ton
Finish	6 ton	8 ton

00744.43(c) Placing - Add the following:

Do not intermingle ACP produced from more than one JMF. Each base course panel placed during a working shift shall conform to a single JMF. The wearing course shall conform to a single JMF.

00744.49 Compaction - Replace this subsection, except for the subsection number and title, with the following:

Immediately after the HMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 92% of MAMD.

Complete breakdown and intermediate compaction of WMAC before the WMAC temperature drops below the threshold recommended by the additive supplier or equipment manufacturer.

Perform finish rolling of ACP and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot test results are obtained on a project, the ACP will be accepted according to 00744.17. Perform a minimum of one subplot density test (five individual tests) per day. The Engineer may waive compaction testing upon written notice.

Add the following subsection:

00744.71 Joints - Seal joints between existing and new pavement surfaces as directed. Seal joints with a mixture of tack and asphalt sand. Provide a liberal application to the joint with a maximum width of 6 inches either side of the joint.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.12 Sidewalk Ramp Treatment - Replace this subsection, except for the subsection number and title, with the following:

Furnish cast-in-place black colored truncated dome detectable warning surfaces for sidewalk ramps and accessible route islands. Use "ADA Tactile", "Armor Tile" or approved equal.

A minimum of 30 days prior to expected use, submit samples of alternate material and the locations where they have been used for review and approval.

00759.44 Joining New to Existing Concrete - Replace the sentence that begins "Unless shown or ..." with the following:

Unless shown or directed otherwise, furnish and place 2 layers of #30 felt bond breaker meeting the requirements of ASTM D226, Type II between new and existing concrete.

00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing - Replace the second and third bulleted items with the following:

Place on both sides of driveways, sidewalk ramps, at the PC and PT of curves, around utility vaults, drainage inlets, opposite expansion joints in curbs, and at a spacing not to exceed 200 feet.

00759.49(a) Locations - Replace the third bulleted item with the following:

At 5 feet spacing for sidewalks.
At 10 feet maximum spacing for driveway approaches.

00759.50(c) Driveways, Walks, and Surfacing - Add the following after the first paragraph:

Provide sidewalk panel dimensions of 5 feet nominal or as directed. Broom finish sidewalks and driveway approaches. Trowel finish (shine) the perimeter of each panel.

00759.80 Measurement - Add the following to the end of this subsection:

The quantity of concrete driveways will be measured on the area basis. Measurement includes the driveway, the thickened sidewalk section through driveway, and the driveway wings.

00759.80 Area Basis - Add the following to the end of this subsection:

The concrete driveway quantity shown in the Contract Schedule of Items is the sum of the following theoretical neat line quantities:

- 16,059 square feet as designed and shown in the plans
- 3,211 square feet additional to be constructed as directed

00759.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(l) Truncated Domes.....	Square Foot

Add the following:

Item (c) includes driveway aprons and ramps.

Item (e) includes replacing private sidewalk connections and stairs as shown in the plans.

Item (e) excludes driveway aprons and ramps.

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.01 Definitions and Terms - In the "Triangular Base Breakaway Sign Supports, Pipe Breakaway Sign Supports, and Perforated Steel Square Tube Slip Base Sign Supports" definition, replace the words "Slip Base" with the words "Breakaway".

In the "Pipe Sign Supports and Perforated Steel Square Tube Anchor Sign Supports" definition, delete the word "Anchor".

In the "Minor Sign Supports" definition, replace the words "Perforates Steel Square Tube Slip Base Sign Supports" with the words "Perforated Steel Square Tube Breakaway Sign Supports" and replace the words "Perforated Steel Square Tube Anchor Sign Supports" with the words "Perforated Steel Square Tube Supports".

00930.10 Materials - Replace the paragraph that begins "Except for perforated..." with the following:

Except for perforated steel square tube breakaway sign supports and for perforated steel square tub sign supports, galvanizing shall conform to the requirements of Section 02530. Galvanize perforated steel square tub breakaway sign supports and perforated steel square tube sign supports according to ASTM A653 G140.

00930.90 Payment - Replace pay item (q) with the following pay item:

(q) 2" Perforated Steel Square Tube Sign Supports..... Each

SECTION 00940 - SIGNS

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

00940.03 Drawings - Replace this subsection, except for the subsection number and title, with the following:

Submit working drawings for non-standard signs based on the guidelines furnished in City of Hillsboro's Permanent Signing Legend detail. Standard signs called for in the Contract Documents shall be constructed using drawings available in FHWA's "Standard Highway Signs" (FHWA English Version) or ODOT's "Sign Policy and Guidelines for the State Highway System".

Add the following subsection:

00940.04 Construction - Fabricate each individual sign on a separate sign blank. Fabricate all components of each individual sign with sheeting from the same supplier to ensure that all components are compatible, and are warrantable by the manufacturer. Removable legend sheeting is not required to be from the same supplier as the background sheeting for sign panels.

00940.46 Inspection - Replace this subsection, except for the subsection number and title, with the following:

Each individual sign will be available for inspection on the ground at a mutually agreed upon location between the Contractor and the Agency a minimum of 5 working days before placement for acceptability to place. After placement, further inspection will be for conformance to the plans and Specifications, and for conformance to nighttime visibility. The Contractor's expense for sign inspection will be according to 00165.91.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.00 Scope - Add the following:

This work includes furnishing and installing Portland General Electric (PGE) approved materials, providing a roadway illumination system on separate illumination poles, and meeting the requirements and standards of PGE Schedule 32 and the City of Hillsboro. If there is a conflict between PGE standards and these specifications, the more stringent standard shall control.

For the roadway illumination system on separate illumination poles, provide lighting equipment from the PGE Approved Street Lighting Equipment List in effect on the date the Project is advertised unless otherwise shown.

For the illumination system on traffic signal poles, furnish and install equipment and materials according to Section 00970.

00960.41(c) Excavation for Conduit - Replace this subsection, except for the subsection number and title, with the following:

Excavate and backfill conduit as follows:

Minimum Cover from Finished Surface¹

Type of Conduit	Roadway and Shoulders	Other Areas
Metal	30 inches	30 inches
Rigid Nonmetallic	30 inches	30 inches

¹Use permit depths if greater than these.

00960.41(f) Disposition of Waste Materials - Replace this subsection title with the title "Disposal of Materials".

00960.41(g) Backfill - Replace the first paragraph with the following:

Use an approved sand blanket, granular backfill meeting the requirements of Section 00405.14, or controlled low strength material (CLSM) meeting the requirements of Section 00442 as follows:

00960.41(g-1-c-3) Other Areas - Replace this subsection, except for the subsection number and title, with the following:

Place granular backfill in layers not greater than 6 inches thick. The top 1 foot may be Class A backfill only when not under structures.

Compact the backfill material according to 00405.46(c-2) to the top of the trench, surrounding ground level or upper limit of excavation as directed. The sand blanket requirement of 00960.41(g-1-a) and 00960.41(g-1-b) may be waived when approved by the Engineer.

00960.42(a) General - Add the following:

Install a polyethylene pull line with 40 inches of slack tied off at each end of every conduit run.

00960.44(b) Junction Box Locations - In the sentence that begins "Mark the location of all...", replace "Type 1" with "Type 1, Type 1U, or Type 2".

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

00962.02 Calculations and Drawings - In the paragraph beginning with "All engineered details..." remove the sentence beginning with "Include the Field Verification Forms...".

00962.05(a) Traffic Signal Mast Arm Supports - Replace this subsection, except for the subsection number and title, with the following:

Design non-standard poles and foundations according to the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals 5th Edition". Design factors include:

Basic wind speed (3 second gust)	95 mph		
Gust factor (G)		1.14	
Importance Factor (Ir) recurrence interval)	1.0	(50	year
Fatigue Category	II (natural wind gusts and truck-induced gust only, no galloping required)		

00962.05(c) Illumination Supports - Add the following to the end of this subsection:

The following 25 foot mounting height with a 6 foot davit arm standard illumination pole drawings are prequalified for use on the Project:

• Valmont/Lexington 2500-85106D4Z

- Hapco RTA25C6B4D16
- Union Metal 920-B115-Y285
-

00962.10 Materials - Furnish materials meeting the following requirements:

Keyway Grout.....	02080.30
Anchor Rods.....	02560.30
Commercial Grade Concrete.....	00440
High Strength Fasteners	02560.20

Furnish steel pole materials meeting the requirements of 02530 modified as follows:

Provide steel sheet for pole and arms meeting the requirements of ASTM A 595 Grade A, or ASTM A 572 Gr 50.

Provide all other steel and plate meeting the requirements of ASTM A 572 Gr 50.

Supplementary Requirements S18 (ASTM A 6), maximum tensile strength is required.

Galvanized base plates and small and hidden pieces do not require controlled silicon content.

00962.43(d) Pre-cast Foundations for Luminaire Poles - Supply the anchor bolts and bolt circle requirements to the manufacturer for incorporation into the pre-cast foundation.

Pre-cast foundations for luminaire poles shall obtain a 28 day compressive strength of 5,500 psi. Reinforcement shall be per ASTM A 615 or ASTM A 706, Grade 60 (yield strength of 60,000 psi). Anchor bolts shall be ASTM F 1554, Grade 36, and shall be hot-dip galvanized (per ASTM A 153) after fabrication.

Installation and backfill of pre-cast concrete luminaire pole foundations shall be done only with the inspector present. Any pre-cast concrete pole bases that are installed without the inspector present shall be removed by the Contractor and reinstalled and backfilled with the inspector present at no additional cost. Excavation for precast foundations for luminaire poles shall be completed by auguring a hole with the minimum diameter equal to 1 foot greater than the maximum precast foundation dimension (diagonal for square foundations). The disturbed material shall be removed from the excavation of the pole base, the pre-cast foundation shall be carefully placed on a base of well compacted granular material at the bottom of the excavation to be fully and uniformly supported at true grade and alignment and the over-excavation shall be replaced by CLSM backfill in accordance with Section 00442 or well compacted granular material at no additional cost to the Agency.

00962.46 Steel Illumination and Signal Poles - Add the following at the end of the first paragraph:

Metal poles shall be placed on the job site in a manner which allows the Engineer to inspect luminaire arm connections, recessed terminal compartments, base plates, and tenons without moving the poles. The Contractor shall notify the Engineer when the poles are ready for inspection. If any shafts, arms, or luminaire arms do not meet Washington County specifications, they will be rejected.

00962.46(a) Design - Replace this subsection, except the subsection number and title, with the following:

All poles shall be either round or 8-sided in cross section unless otherwise specified by the Engineer. Alternative cross section shapes shall be considered special design poles and require submission of pole design calculations per the above criteria.

Submit detail drawings of poles for approval prior to fabrication. Dual mast arm poles and mast arm poles with an arm greater the 60 feet long shall be considered special design and require drawings and calculations approved by the Engineer prior to fabrication. Calculations shall conform to the latest Washington County design criteria.

00962.46(c) Mast Arm - Replace this subsection, except for the subsection number and title, with the following:

Install mast arms for traffic signals and signs according to details provided by the manufacturer. Use proper type and size of mounting appurtenances that correctly fit the pole furnished, or as shown. Provide self-supporting mast arms without tie rods or braces. Provide tapered mast arms that are either round or 8-sided in cross-section.

All mast arms shall allow wiring entrances directly into the pole from inside the mast arm.

00962.46(e) Deflection - Replace this subsection, except for the subsection number and title, with the following:

Deflection shall be in accordance with Section 10.4 of AASHTO's "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals 5th Edition".

00962.46(i) Identifying Tags - Replace this subsection, except the subsection number and title, with the following:

Attach a stainless steel identifying tag to all poles and mast arms. Provide tags that are at least 1/16 inch thick. Tag lettering shall be at least 3/16 inch in height, and be stamped or engraved on the tag. Attach tags with stainless steel #6 U-drive screws. Locate the pole tag approximately 12 inches up from the bottom of the base plate. Locate mast arm tag approximately 12 inches from mast arm plate, on underneath side of the arm.

Include the following information on the tags:

- Manufacturer
- Month and year of fabrication
- Pole designation
- Mast arm length

00962.46(j-3) Bolt Inspection - Replace the paragraph that begins "Top surface of bolts or rods..." with the following paragraph:

Top surface of bolts or rods that are not flush or do not extend beyond the top of the nut requires the rejection of the installation.

00962.46(j-4) Erecting Metal Poles - Add the following subsection after subsection .46(j-3) Bolt Inspection:

- (4) Grout** - After testing and approval, install grout pad between the foundation and pole base for each traffic signal pole and each fixed base illumination pole as shown on Washington

County's standard drawings. Grout pads shall be installed prior to final acceptance of the installation.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

Add the following subsections:

00970.04 Required Submittals - In addition to the requirements of Section 00960, submit installation details for the following:

- Light fixture including LED board and driver
- Photoelectric control
- Provide arc flash analysis and labeling according to NFPA 70E

00970.11 LED Lighting - For projects with LED lighting, provide the following pre-approved equipment:

- Fixtures - Shall be dimmable fixture with four-bolt mounting bracket, 4000K nominal color temperature, gray finish, field adjustable drive current, ANSI 7-wire photocontrol receptacle and utility wattage label. Fixture voltage, distribution and drive current as shown on the plans.
LEOTEK brand:
GC1-30F-MV-NW-2-GY-350-HSS-PCR7-WL
- Photo control - SELC brand, 8483 series, with a minimum 10 year guarantee and a 25 year rated life. Preapproved alternate brand options:
Ripley RD8645
DTL DLL 1271.5 J50

00970.50 Grounding and Bonding - Delete the paragraph beginning with "On the inside of...".

Add the following paragraph:

Ground the LED fixture to the pole per the manufacturer's instructions.

00970.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for work performed under this Section.

The quantities of lighting poles and arms are listed on the Project plans. Any adjustment to the contract lump sum amount will be made according to 00190.10(h).

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Lawn Seeding:

Name	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Boutela gracilis (Blue Grama)	11.0	_____	_____	_____
Lolium perenne (Perennial Ryegrass)	10.5	_____	_____	_____
Festuca rubra rubra (Native Red Fescue)	10.0	_____	_____	_____
Buchole dactyloides (Buffalograss)	9.0	_____	_____	_____
Koeleria macrantha (Prairie Junegrass)	3.0	_____	_____	_____
Trifolium fragiferum (Prairie Junegrass)	1.5	_____	_____	_____

01030.48 Application - Replace this subsection, except for the subsection number and title, with the following:

Use the following application method for permanent and temporary seeding:

Step 1 - Apply fine compost to a uniform depth of 2 inches with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil.

Step 2 - Seed the disturbed area with the seed mix at the rate of 2 pounds per 1,000 square feet. Seed may be spread by mechanical spreader according to 01030.48(b-1-c).

Step 3 - Cover seeded areas with fine compost uniformly at an approximate depth of 1/4 inch.

Step 4 - Fertilize according to 01030.44.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.13 Soil Testing - Replace this subsection, except for the subsection number and title, with the following:

Soil testing is not required on this Project.

01040.15 Soil Conditioners - Replace the sentence that begins "For mushroom compost..." with the following sentence:

For mushroom compost and peat moss only, submit a 5 pound sample for approval by the Agency before construction.

01040.53(a) Ornamental Plant Bed Areas - Replace the sentence that begins "Uniformly bark mulch planted areas..." with the following sentence:

Uniformly bark mulch planted areas to a nominal depth of 4 inches with bark mulch.

01040.54 Watering - Add the following to the end of this subsection:

Obtain water and pay all fees and charges during the contract maintenance and establishment period(s) at no additional cost to the Agency.

01040.80(f) Mulch – Replace this subsection, except for the subsection number and title, with the following:

Mulch will be measured on an area basis on the ground surface.

01040.90(d) Plant Materials - Replace the paragraph that begins "Partial payments for plant materials..." and the list immediately after with the following:

Partial payments for plant materials will be made as follows:

- At the time of the original planting 70 percent
- After the first plant establishment period 10 percent
- After the second plant establishment period 10 percent
- At the completion of the establishment period 10 percent

Add the following:

Agency will make establishment period partial payments only after Contractor completes required re-plantings and completes Agency's establishment period punch list. The current establishment period must be accepted before the following establishment period will begin.

0104.90(f) Mulch - Replace pay item (a) with the following pay item:

- (a) Bark Mulch, 4 inch Depth SY

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.10 Materials - Add the following to the list of materials:

- Vinyl Clad Fabric and Fabric Color.....03010.40

01050.40 General - When vinyl clad fence fabric is specified, coat the rails, braces, and appurtenances with TGIC-Polyester powder coating of a matching color. Provide coating in accordance with Section 00594.

01050.43(c) Intermediate End Posts - Add the following sentence to the end of this subsection:

Contrary to the details shown on the standard drawings, space intermediate end posts a maximum of 300 feet apart.

01050.49 Removing and Rebuilding Fence – Remove and replace existing fences with solid wood or chain-link fence as directed. New chain-link fence shall conform to Section 01050 of the Standard Specifications. New solid wood fence shall conform to Section 01050.50 of the Special Contract Provisions.

Add the following:

01050.50 Solid Wood Fence

(a) Posts – 4x4 pressure treated. Set posts in 12” diameter, 22” deep holes on 4” drain rock. Set posts in 3000 psi concrete.

(b) Panels – 2x4 pressure treated top and bottom headers with 1x6 clear cedar fence boards. Fence boards to be installed on side of headers facing the roadway.

01050.90(b) Chain Link Fence - Add the following to the end of this subsection:

No separate or additional payment will be made for TGIC-Polyester powder coating.

SECTION 01051 - MISCELLANEOUS EXISTING FEATURES

01051.00 Scope – This work consists of removing and salvaging existing private features located within the right-of-way.

01051.40 Construction – Remove, salvage, and provide to owner as directed.

01051.80 Measurement – The quantity of removed features will be measured on the unit basis of each.

01051.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(a) Remove and Salvage Basketball Hoop.....	Each
(b) Remove and Salvage Private Light.....	Each

SECTION 01065 - NATURAL GAS SYSTEMS

01065.00 Scope – This work consists of adjusting existing natural gas valve boxes located within the right-of-way.

01065.40 Construction – Adjust existing gas valve boxes to finish grade where needed. Coordinate with NW Natural prior to adjustment.

01065.80 Measurement – The quantity of adjusted valve boxes will be measured on the unit basis of each.

01065.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(a) Adjust Gas Valve Box	Each

Item (a) includes all labor, equipment, and materials necessary to adjust the valve box.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.14 Post Mounted Socket - Replace this subsection, except for the subsection number and title, with the following:

Furnish V-Loc post anchors manufactured by Traffic & Parking Control Co., Inc.; Brown Deer, Wisconsin, or approved equal.

Add the following:

01070.15 Multiple Mailbox Unit – Furnish Cluster Box Unit (CBU) with 8 doors and 2 parcel lockers or 16 doors and 2 parcel lockers. CBU's to include pedestal and all mounting hardware. Cluster Boxes to be Florence Model 1570-8 (8 box) or Model 1570-16 (16 box) in color "Black" or approved equal.

01070.41 Multiple Mailbox Units - Install CBU's per manufacturer's instructions at locations indicated on plans or as otherwise directed.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantity of multiple mailbox units will be measured on the unit basis of each.

01070.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
(d) Multiple Mailbox Unit - 8 Box.....	Each
(e) Multiple Mailbox Unit - 16 Box.....	Each

No separate or additional payment will be made for anchor bolts and mounting hardware. Concrete pad will be paid for under the Concrete Walks bid item.

No separate or additional payment will be made for post mounting sockets.

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications modified as follows:

01120.00 Scope - Add the following:

The scope of irrigation work includes repair of existing irrigation systems as shown or specified.

01120.10 General – Add the following to the first paragraph:

Work includes repair of irrigation systems within the right-of-way damaged by required construction. Test irrigation systems prior to commencement of construction activities to occur within the limits of the existing irrigation system. Notify Engineer in writing of any preexisting damage prior to commencement of construction.

For irrigation repair, existing irrigation systems shall be protected, repaired, and restored with in-kind equipment identified on site. No substitutions will be allowed.

Irrigation systems not identified on plans or specified to be repaired shall be cut and capped water tight in a professional and workmanlike manner. Notify Engineer of all other irrigation systems damaged encountered during construction activities.

01120.40(b) Electrical Service – Add the following sentence to the second paragraph:

For irrigation repair the Contractor shall be responsible for furnishing and installing electrical conduit and direct-bury low voltage wire as needed in the restoration of the existing irrigation system.

01120.43 Piping - Add the following:

For irrigation repair the Contractor is responsible for locating irrigation sleeves as needed in the restoration of the existing irrigation systems. Where sleeves or piping is damaged or unserviceable new sleeves and/or piping shall be provided and installed.

01120.60 System Operations – Replace the second paragraph with the following:

For irrigation repair the irrigation system shall be completely installed, tested, and automatically operable to receive approval by Engineer. The Contractor shall be fully responsible for all maintenance, repair, testing, inspecting, and automatic operation of the entire system until all work is complete according to final inspection. Contractor shall verify the location and be responsible for the protection of existing irrigation system, where practicable. The Contractor shall shut off, drain, and cap the existing irrigation system during construction. The existing irrigation shall be repaired and restored to an in kind fully operating system. The Contractor shall operate and observe all portions of the system and perform necessary rebalancing, cleaning and other work to re-establish proper irrigation functions.

Add the following subsection:

01120.91 Irrigation System Repair Payment – Payment for repair and restoration of the existing irrigation systems will be made at the contract lump sum amount for the item "Irrigation

System Restoration". Irrigation sleeves, caps, tracing wire, location stakes, and other items necessary to install new irrigation sleeves are considered incidental.

Payment will be payment in full for furnishing, placing all materials and performing excavation and backfill, including all equipment, tools, labor, and incidentals necessary to complete the restoration of the existing system.

SECTION 01130 - WATERLINE

Section 01130, which is not in the Standard Specifications, is included in this project by special provisions.

Description

01130.00 Scope - This work consists of furnishing all equipment, material and labor required to install waterline and related appurtenances to the line and grades shown on the plans or established in the field, connections to existing water system, water valves, service transfers, fire hydrants, waterline testing and disinfection.

01130.01 General - All materials and construction shall conform to the current City of Hillsboro Design and Construction Standards, Section 500.

Materials

01130.10 General - Refer to Section 500 of the current City of Hillsboro Design and Construction Standards.

Labor

01130.30 General – The Contractor shall retain an Oregon licensed plumber to make the connection from the water meter to the private service line. The plumber shall obtain plumbing permits for each service from the Hillsboro Building Department. The Water Department will pay the Building Department directly for each of the plumbing permits. The Contractor shall have their Oregon licensed plumber in attendance at the pre-construction conference to coordinate water service transfers.

The Contractor and plumber are responsible for coordinating all work, testing, and inspections with the customer, the Plumbing Inspector, and the Water Department.

Construction

01130.40 Handling and Storage of Materials - Refer to section 500 of the current City of Hillsboro Design and Construction Standards.

01130.42 Installation, Placement, Anchorage and General Practices:

(a) Subsurface Explorations - The Contractor shall explore or excavate to verify the location of the existing waterlines where connections are proposed. The Contractor shall determine and verify the location of all utility lines and structures including existing water facilities where the potential exists for conflicts between the proposed waterline and other utilities and structures. The exploration or excavation shall be completed a minimum of 48 hours prior to the anticipated work

and furnished to the Engineer to allow sufficient time for making modifications or corrections, if necessary.

(b) Existing Waterlines and Valves - It shall be the responsibility of the Contractor to locate existing main lines and valves as may be required. Costs incurred in locating and excavating existing lines shall be included in the appropriate bid item. A Water Department representative shall be on site and approve the operation of all existing valves.

Restore pavement sections where existing valve boxes are removed, including approved backfill materials and minimum depth of compacted asphalt concrete. All such costs shall be incidental to the project for which no direct compensation will be made.

(c) Valves, Valve Boxes and Water Valve Box Adjustment - A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or such other level as may be directed. The Contractor shall furnish and install valve nut extensions as required when the top of the valve is more than 4 feet below finished grade.

The Contractor shall adjust existing valve box to finish grade as required for paving. Existing valve boxes that cannot be adjusted shall be removed. The Contractor shall obtain a replacement valve box provided by the City of Hillsboro Water Department and install it as required.

Measurement

01130.82 Valves - Water valves shall be installed as shown in each detail and shall include a complete valve box assembly with valve stem extensions as required. There will be no separate payment for water valves shown in the details; all costs shall be included in the bid item for that detail. Include the cost of the required restrained retainers (1 or 2 depending on layout) and minimum 2 field-lock pipe gaskets in the unit bid item price.

01130.84 Water Valve Box Adjustment - Existing water valve box boxes shall be adjusted to finish grade as required. All costs shall be included in the unit bid item price. The Water Department inspector shall approve the locations of all meters, fire hydrants, bends, and waterline connection points.

The following is a list of the meters that are impacted by this project:

Sheet No.	Address	Meter Size	Line Size	Meter No.	Meter Type
3	721 SE 11 th Ave	1"	1"	11596894	Domestic
3	733 SE 11 th Ave	1"	1" shared	92660264	Domestic
3	736 SE 11 th Ave	5/8"	3/4"	87679073	Domestic
3	753 SE 11 th Ave	5/8"	3/4"	77848997	Domestic
3	756 SE 11 th Ave	5/8"	3/4"	37389802	Domestic
3	769 SE 11 th Ave	5/8"	3/4"	33562883	Domestic
3	772 SE 11 th Ave	5/8"	3/4"	34671296	Domestic
3	785 SE 11 th Ave	5/8"	3/4"	83297388	Domestic
3	805 SE 11 th Ave	5/8"	3/4"	93030502	Domestic
3	819 SE 11 th Ave	5/8"	3/4"	33835849	Domestic

Sheet No.	Address	Meter Size	Line Size	Meter No.	Meter Type
4	1105 SE Alder St	5/8"	3/4"	84197300	Domestic
4	1110 SE Alder St	5/8"	3/4"	88479423	Domestic
4	1115 SE Alder St	5/8"	3/4"	28205600	Domestic
4	1122 SE Alder St	5/8"	3/4"	29470879	Domestic
4	1151 SE Alder St	5/8"	3/4"	28205698	Domestic
4	1156 SE Alder St	5/8"	3/4"	37804334	Domestic
4	1167 SE Alder St	5/8"	3/4"	32711400	Domestic
4	1172 SE Alder St	5/8"	3/4"	88479274	Domestic
4	1175 SE Alder St	5/8"	3/4"	91522580	Domestic
4	1195 SE Alder St	5/8"	3/4"	94568153	Domestic
4	829 SE 12 th Ave	5/8"	3/4"	9083782	Domestic
4	1217 SE Alder St	5/8"	3/4"	37389800	Domestic
4	1237 SE Alder St	5/8"	3/4"	90721956	Domestic
4	1246 SE Alder St	5/8"	3/4"	12628102	Domestic
4	1252 SE Alder St	5/8"	3/4"	10324210	Domestic
4	1263 SE Alder St	5/8"	3/4"	17375611	Domestic
4	1272 SE Alder St	5/8"	3/4"	09443668	Domestic
4	1277 SE Alder St	5/8"	3/4"	5793345	Domestic
5	1410 SE Alder St	5/8"	3/4"	8928278	Domestic
5	1415 SE Alder St	5/8"	3/4"	95866744	Domestic
5	1417 SE Alder St	5/8"	3/4"	96513942	Domestic
5	1460 SE Alder St	5/8"	3/4"	11519825	Domestic
5	1520 SE Alder St	5/8"	3/4"	17125401	Domestic
5	1555 SE Alder St	5/8"	3/4"	89028704	Domestic
5	1560 SE Alder St	5/8"	3/4"	04113851	Domestic
5	1615 SE Alder St	5/8"	3/4"	34173351	Domestic
6	1620 SE Alder St	5/8"	3/4"	96513030	Domestic
6	1657 SE Alder St	5/8"	3/4"	29289643	Domestic
6	1660 SE Alder St	5/8"	3/4"	10719873	Domestic
6	1679 SE Alder St	5/8"	3/4"	83297396	Domestic
6	1684 SE Alder St	5/8"	3/4"	11550292	Domestic
6	1713 SE Alder St	5/8"	3/4"	87833686	Domestic
6	1716 SE Alder St	5/8"	3/4"	90930060	Domestic
6	1727 SE Alder St	5/8"	3/4"	04125522	Domestic
6	1745 SE Alder St	5/8"	3/4"	04125539	Domestic
6	1748 SE Alder St	5/8"	3/4"	34193343	Domestic
6	1769 SE Alder St	5/8"	3/4"	74765246	Domestic
6	843 SE 18 th Ave	5/8"	3/4"	18932663	Domestic
6	1822 SE Alder St	5/8"	3/4"	92151458	Domestic
6	1824 SE Alder St	5/8"	3/4"	92151449	Domestic
6	1825 SE Alder St	5/8"	3/4"	91531797	Domestic
6	1845 SE Alder St	5/8"	3/4"	92151432	Domestic

Sheet No.	Address	Meter Size	Line Size	Meter No.	Meter Type
6	1880 SE Alder St	5/8"	3/4"	92151459	Domestic
6	1885 SE Alder St	5/8"	3/4"	90721799	Domestic
7	1915 SE Alder St	5/8"	3/4"	79254949	Domestic
7	1920 SE Alder St	5/8"	3/4"	92151460	Domestic
7	1950 SE Alder St	5/8"	3/4"	92151461	Domestic
7	1953 SE Alder St	5/8"	3/4"	92151466	Domestic
7	1998 SE Alder St	5/8"	3/4"	90721789	Domestic
7	2005 SE Alder St	5/8"	3/4"	92151469	Domestic
7	2016 SE Alder St	5/8"	3/4"	73040951	Domestic
7	2030 SE Alder St	5/8"	3/4"	92151434	Domestic
7	2033 SE Alder St	5/8"	3/4"	92151468	Domestic

Detail WTR-101FL - Relocate (5) Existing Fire Hydrants - The contractor shall remove the existing fire hydrants, install a 6" DI MJ sleeve, extend 6" DI pipe and reinstall the existing fire hydrants as directed by the inspector.

The Contractor is responsible for all excavation, backfill, fittings, restoration materials and labor required to relocate the existing 6" fire hydrant.

Detail WTR-7 - Install (63) 3/4" Single Water Service - The Contractor shall furnish and install 3/4" type "K" soft copper tubing, 3/4" meter setters, meter boxes with covers (traffic bearing boxes and covers required in driveways), copper tail piece, fittings, and appurtenances as required for each service. The existing corporation stops shall be used. New meters shall be supplied by the Water Department. Protect existing utilities when installing the copper service line and as shown in City of Hillsboro Detail WTR-7.

The Contractor is responsible for all excavation, backfill, copper pipe, fittings, restoration materials and labor required to relocate the existing meter, meter setter, meter box and tie back into the existing service line to the house to install Single Water Service.

Payment

01130.90 General - The accepted quantities will be paid for at the contract unit price per unit of measurement for each of the pay items listed in the Contract schedule. Payment will be payment in full for furnishing and placing the waterline including all equipment, material, tools, labor, and incidentals necessary to complete the work as specified, including installation, testing, disinfection and restoration. All items required for construction of the waterline, as detailed, and not listed in the Contract schedule shall be considered incidental. No separate payment will be made for installation under pavement as it is considered incidental to other bid items.

01130.91 Payment - The accepted paid quantities will be paid at the Contract price per unit of measurement for the following:

Pay Item	Unit of Measurement
(a) Adjust Existing Valve Boxes	Each
(b) Moving Existing Hydrants	Each
(c) Moving Existing Water Meter and Box	Each

Payment will be made in full for furnishing and placing all materials, and furnishing all equipment, tools, labor and incidentals necessary to complete the work as specified.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30 Tie Rods and Anchor Bolts - Replace this subsection with the following subsection:

02560.30 Tie Rods, Anchor Bolts, and Anchor Rods:

(a) Steel Tie Rods, Anchor Bolts, and Anchor Rods - Steel tie rods, anchor bolts, and anchor rods shall conform to: AASHTO M 314, Grade 36 or 55; ASTM F 1554, Grade 36 or 55.

(b) High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods - High-strength tie rods, high-strength anchor bolts, and high-strength anchor rods shall conform to: AASHTO M 314, Grade 105; ASTM F 1554, Grade 105; or ASTM A 449, Type 1.

(c) Nuts - Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

- **Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A

- **Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A, C, D, or DH

- **Plain Or Galvanized High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade DH

(d) Washers - Washers for anchor bolts shall conform to ASTM F 436, Type 1.

02560.40 Galvanizing and Coating of Fasteners, Tie Rods, and Anchor Bolts - Replace this subsection title with the title "**Galvanizing and Coating:**"

02560.40(a) Galvanizing of Fasteners, Tie Rods, and Anchor Bolts - Replace this subsection with the following subsection:

02560.40(a) Galvanizing of Fasteners, Tie Rods, Anchor Bolts, and Anchor Rods - Hot-dip galvanize fasteners, tie rods, anchor bolts, anchor rods, nuts, and washers according to AASHTO M 111 (ASTM A 123) or AASHTO M 232 (ASTM A 153) as appropriate to the product.

When specified, mechanically galvanize fasteners according to ASTM B 695, Class 50, Type 1.

Match galvanized bolts, tie rods, anchor bolts, and anchor rods with appropriate galvanized nuts for assembly. Ship nuts in the same container consisting of bolts, tie rods, anchor bolts, or anchor rods.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to AASHTO M 291 (ASTM A 563).

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

02560.60(a) Rotational Capacity Test - In the paragraph that begins "Test all high-strength fasteners...", replace the first sentence with the following sentence:

Test all high-strength fasteners, except high-strength tie rods, high-strength anchor bolts, and high-strength anchor rods, according to Method 1 or 2 below, as applicable.

02560.60(b) Other Test Requirements - Replace the two paragraphs that begin "Provide three extra high strength bolt assemblies..." and "Provide three extra high strength tie rod and..." with the following two paragraphs:

Provide three high-strength bolt assemblies per size per lot for check testing.

Provide one high-strength tie rod assembly, one high-strength anchor bolt assembly, and one high-strength anchor rod assembly per size per lot for check testing.

SECTION 02920 - COMMON ELECTRICAL MATERIALS

Comply with Section 02920 of the Standard Specifications modified as follows:

02920.26 In-Line Fuse Holder - Replace this subsection, except for the subsection number and title, with the following:

The in-line fuse holder rated for 30A at 600V shall be designed to hold a 10A Class CC fuse. In-line fuse connectors to be used on single phase 120/240 V and 240/480V lighting circuits shall be designed for one-pole fusing. The case shall be rigid plastic with a breakaway coupling for joining the two halves. When threaded together, the two halves shall completely enclose the fuse and exert pressure against a neoprene "O" ring to provide a waterproof seal. The load side holder shall hold the fuse securely in place, so when the two halves are disconnected, the load side holder will retain the fuse. The line side contact point shall be spring-loaded to provide pressure between the fuse and contact points. Wire terminals shall be set screw type rated for copper wire.

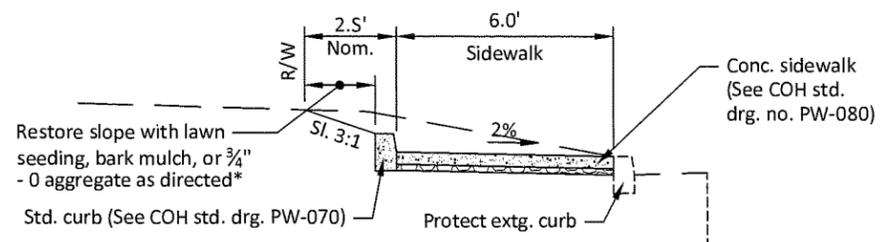
SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

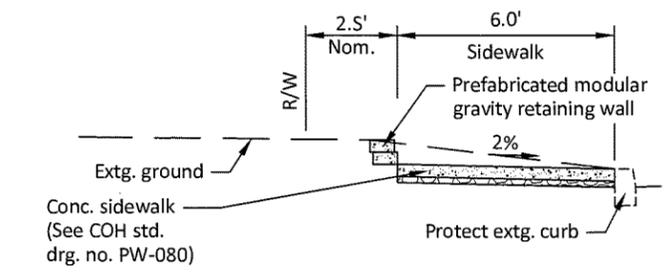
02926.01 Materials - Add the following:

For the illumination installed on separate illumination poles, use lighting equipment from the Portland General Electric's Approved Street Lighting Equipment List in effect on the date the Project is advertised unless otherwise shown.

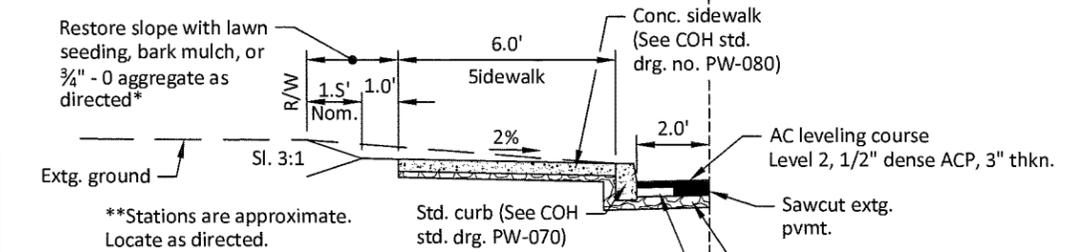
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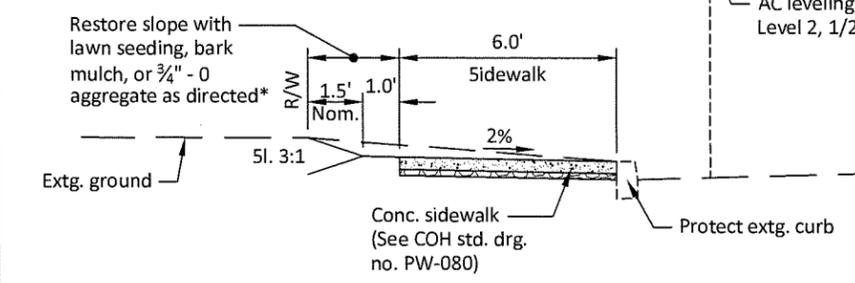
Sta. "E" 10+35.4 To "E" 10+88.3
Sta. "A" 39+44.9 To "A" 40+07.2



Sta. "A" 33+48.0 To "A" 33+94.0



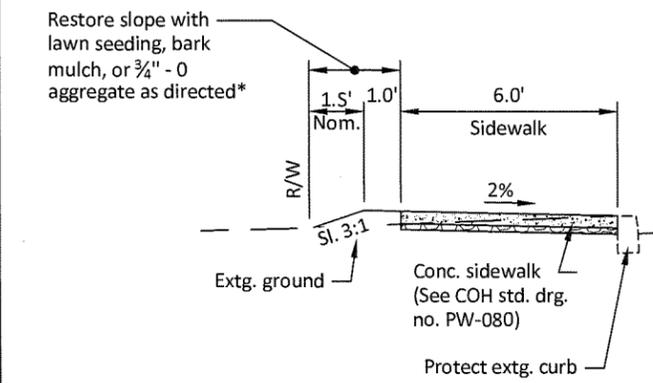
Sta. "E" 15+41.6 To "E" 15+66.6**
Sta. "A" 25+58.5 To "A" 25+83.5**
Sta. "A" 27+53.5 To "A" 27+68.5**



Sta. "E" 10+35.4 To "E" 15+80.0
Sta. "A" 20+39.1 To "A" 48+19.4

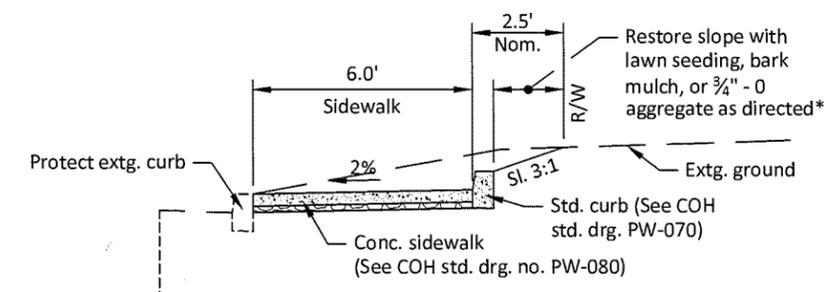
**SE 11TH AVE. & SE ALDER ST.
TYPICAL SECTION**

SCALE: 1" = 5'

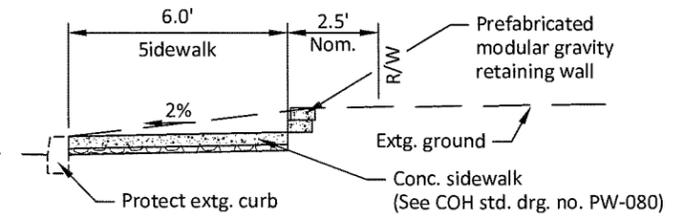


**SE ALDER ST. CURB EXTENSION
TYPICAL SECTION**

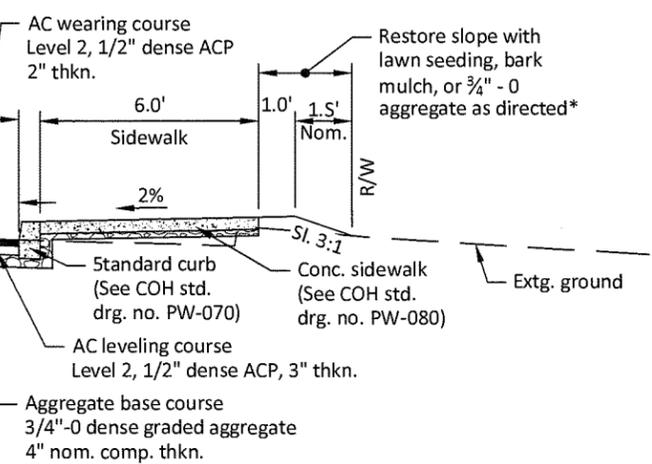
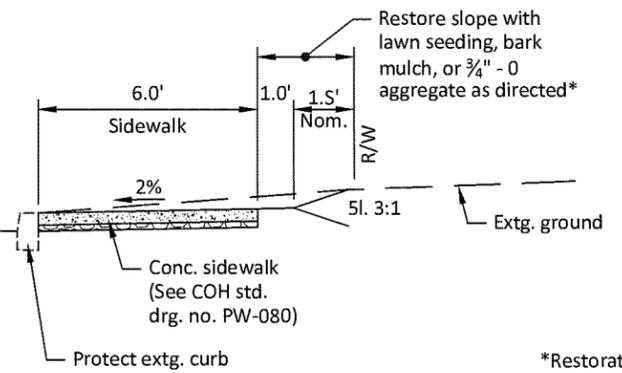
SCALE: 1" = 5'



Sta. "E" 10+40.2 To "E" 11+33.0
Sta. "A" 40+27.5 To "A" 41+00.4
Sta. "A" 45+12.4 To "A" 45+39.0



Sta. "A" 39+28.0 To "A" 39+74.0



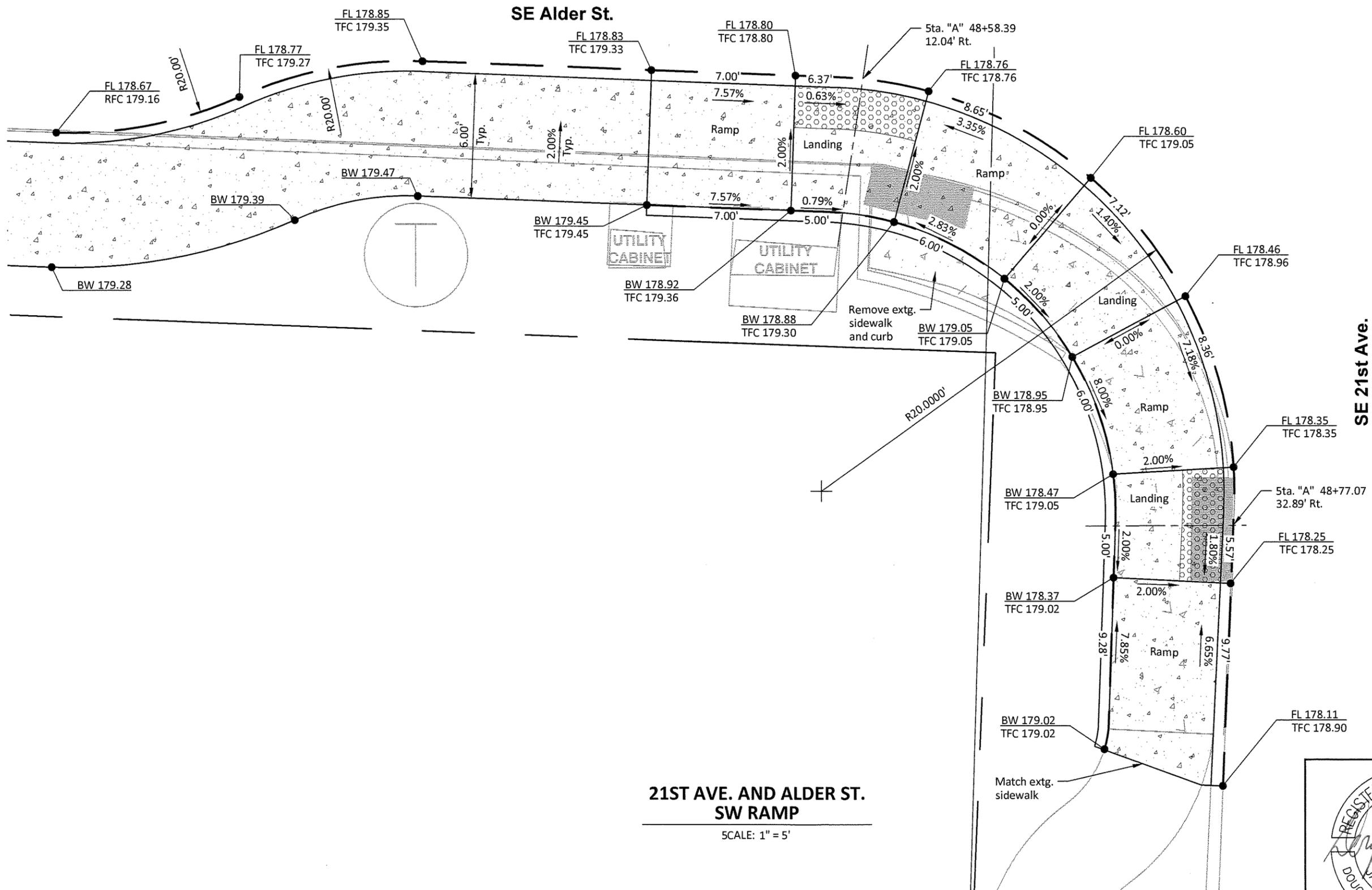
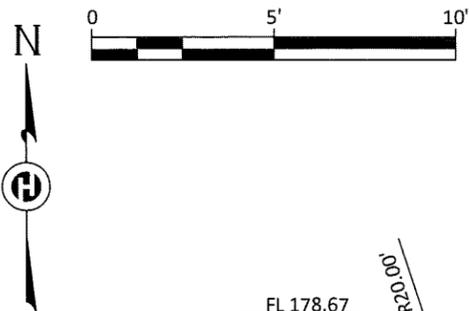
*Restoration material to be determined through coordination with the City Inspector and the adjacent property owner.



EXPIRES: 6/30/2017

SCALE	PLAN	HORIZ.	VERT.	DRAWN	ID	CHECKED	BY/APPR	REVISION	DATE	#
1"=5'										

Hillsboro OREGON PHONE: 503.681.6146 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089		PROJECT NO. 10841 & 10842	SHEET NO. 2
FILE NAME: 10842-2.DWG		PLOT DATE: 3/15/2016	



**21ST AVE. AND ALDER ST.
SW RAMP**
SCALE: 1" = 5'



EXPIRES: 6/30/2017

SCALE	PLAN	HORIZ.	VERT.	DRAWN	CHECKED
1"=5'				JD	DG

#	DATE	REVISION

Hillsboro
OREGON

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

**SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS**

SIDEWALK RAMP DETAILS

PROJECT NO.
10841 & 10842

SHEET NO.
2B-7

PLLOT DATE: 3/15/2016
FILE NAME: 10842-DETAILS.DWG

SCALE	PLAN	AS SHOWN	HORIZ.	VERT.	DRAWN	JD	CHECKED	JD

Hillsboro
OREGON

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150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4088

SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS

COH STANDARD DETAILS

PROJECT NO.
10841 & 10842

SHEET NO.
2B-10

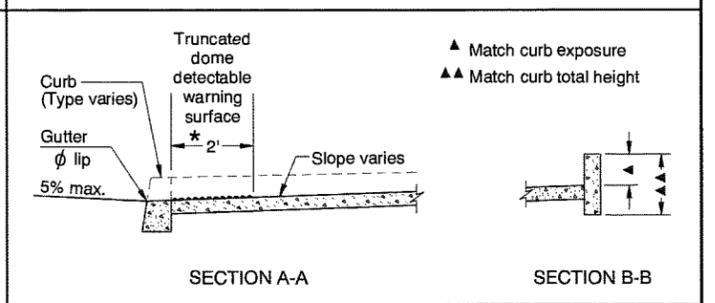
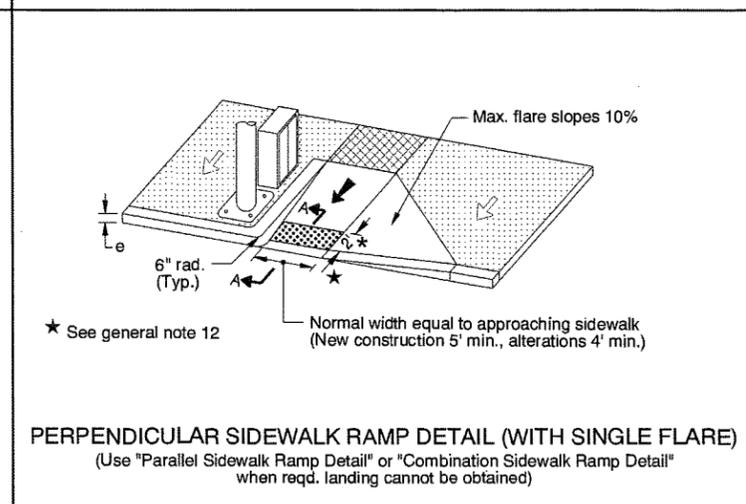
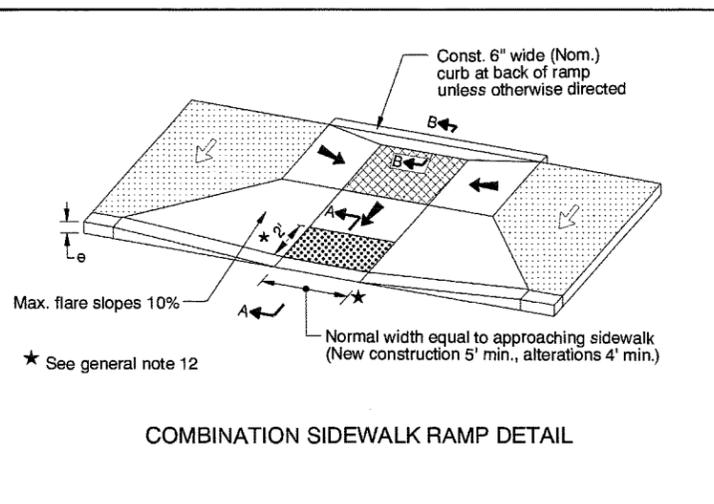
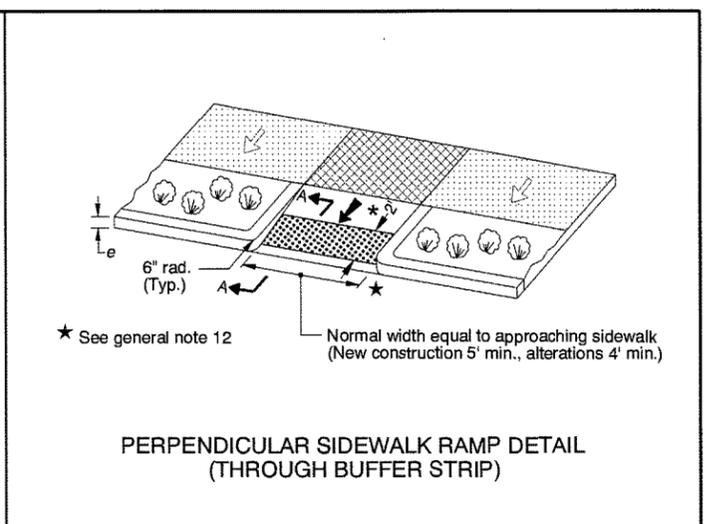
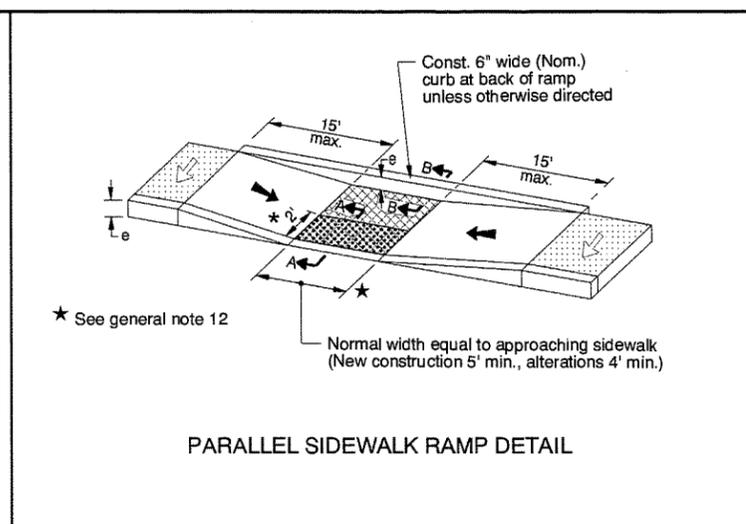
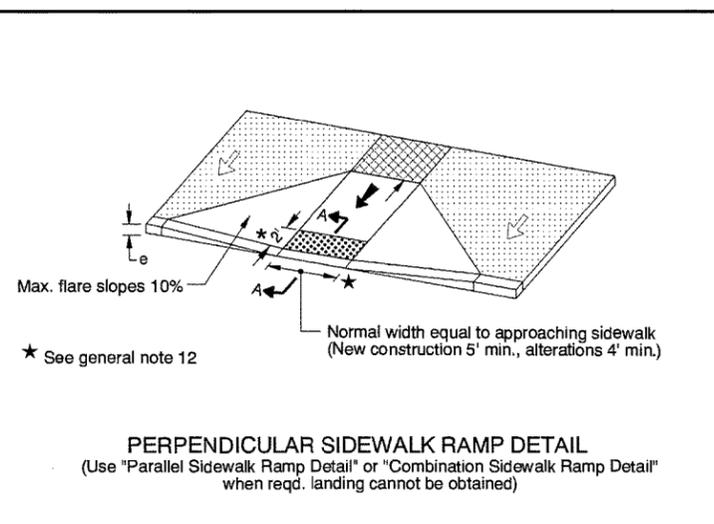
FILE NAME: 10842-STD DETAILS.DWG

PLOT DATE: 3/15/2016

12-JUL-2010

rd755.dgn

RD755



- ← Slope 2% max.
- ↔ Slope 8.33% (1":12") max. (See general note 10)
- ▤ Truncated dome detectable warning surface
- ▨ Landing Area (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:
- Sidewalk ramp details are based on United States Access Board Standards.
 - See Std. Drgs. RD700 & RD701 for curbs. See Std. Drg. RD720 for sidewalks. See Std. Drgs. TM503 & TM530 for crosswalk markings, widths, etc.
 - Tooled joints are required at all sidewalk ramp slope break lines.
 - Sidewalk curb ramp slopes shown are relative to the true level horizon (Zero bubble).
 - 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.
 - Side flares that are not part of the path of travel may be any slope.
 - Sidewalk flare is not necessary where the ramp is protected from pedestrian cross-travel.

- 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.
- 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.
- In alterations, curb ramp slope(s) may be 10% for a max. rise of 6", or 12.5% for a max. rise of 3".
- For sidewalk ramp placement options, see Std. Drgs. RD756 & RD757.
- 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.
- Only use details allowed by jurisdiction.

CALC. BOOK NO. N/A	BASELINE REPORT DATE 09-JUL-2010
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
06-2009	REVISED DETAILS & NOTES
12-2009	REVISED NOTE
07-2010	REVISED NOTE

NOTE: INSTALL BLACK TRUNCATED DOMES ON ALL CURB RAMPS.

Effective Date: December 1, 2012 - May 31, 2013 RD755

COH STD. DRG. NO. RD-755
SCALE: NTS

REGISTERED PROFESSIONAL ENGINEER
65,625PE
OREGON
DOUGLAS MICHAEL GRESHAM
3/17/2016
EXPIRES: 6/30/2017

SCALE	PLAN	AS SHOWN	HORIZ.	VERT.	DRAWN	CHECKED

#	DATE	REVISION

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Hillsboro
OREGON

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

SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS

COH STANDARD DETAILS

PROJECT NO.
10841 & 10842

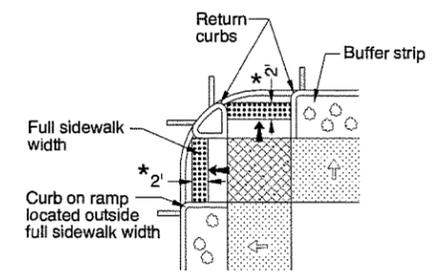
SHEET NO.
2B-11

FILE NAME: 10842-STD DETAILS.DWG

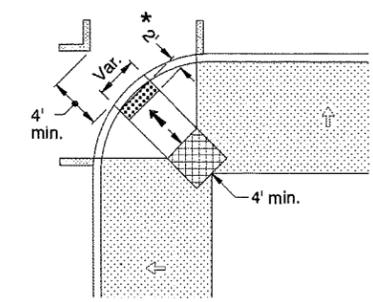
PLOT DATE: 3/15/2016

rd756.dgn 12-JUL-2010

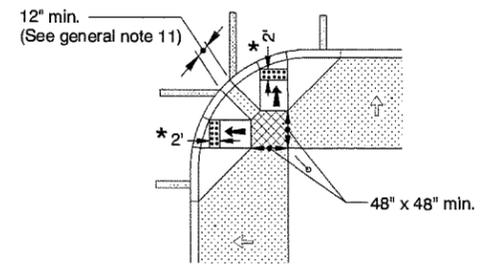
RD756



OPTION A
PERPENDICULAR RAMP WITH LANDSCAPED BUFFER STRIP

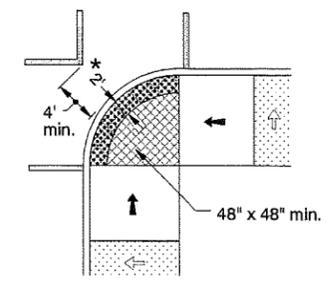


OPTION D
DIAGONAL RAMP (FOR WIDE SIDEWALKS)
Use in alterations only and when site constraints prohibit installing two ramps

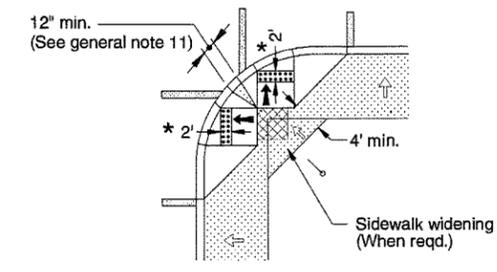


OPTION B
PERPENDICULAR RAMP (FOR WIDE SIDEWALKS)

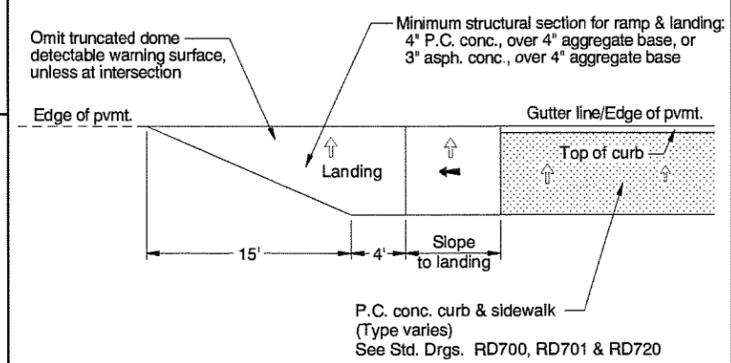
- Marked or intended crossing location
- Slope 2% max.
- Slope 8.33% (1":12") max. (Ramp length 15' max.) (See general note 10)
- Truncated dome detectable warning surface
- Landing Area (Minimum level area 48" x 48") For the purposes of this application, a 2% maximum slope (For drainage) is considered level
- 2' See general note 5



OPTION E
DIAGONAL-PARALLEL RAMP (FOR SIDEWALK WIDTHS \geq RADIUS)
Use in alterations only and when site constraints prohibit installing two ramps



OPTION C
PERPENDICULAR RAMP (FOR NARROW SIDEWALKS)



OPTION F
SIDEWALK RAMP AND LANDING (FOR ENDS OF SIDEWALKS)

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. In alterations, curb ramp slope(s) may be 10% for a max. rise of 6", or 12.5% for a max. rise of 3".
11. When 2 curb ramps are immediately adjacent as in Options B & C, the curb exposure (e) between the adjacent side flares may range between 3" and full design exposure.
12. Only use options allowed by jurisdiction.

CALC. BOOK NO. N/A BASELINE REPORT DATE 09-JUL-2010

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

SIDEWALK RAMP PLACEMENT OPTIONS
CURB RADII \leq 15'

2008

DATE	REVISION	DESCRIPTION
09-2009	REVISED & ADDED NOTES	
07-2010	REVISED DETAILS & NOTES	

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.

NOTE: INSTALL BLACK TRUNCATED DOMES ON ALL CURB RAMPS.

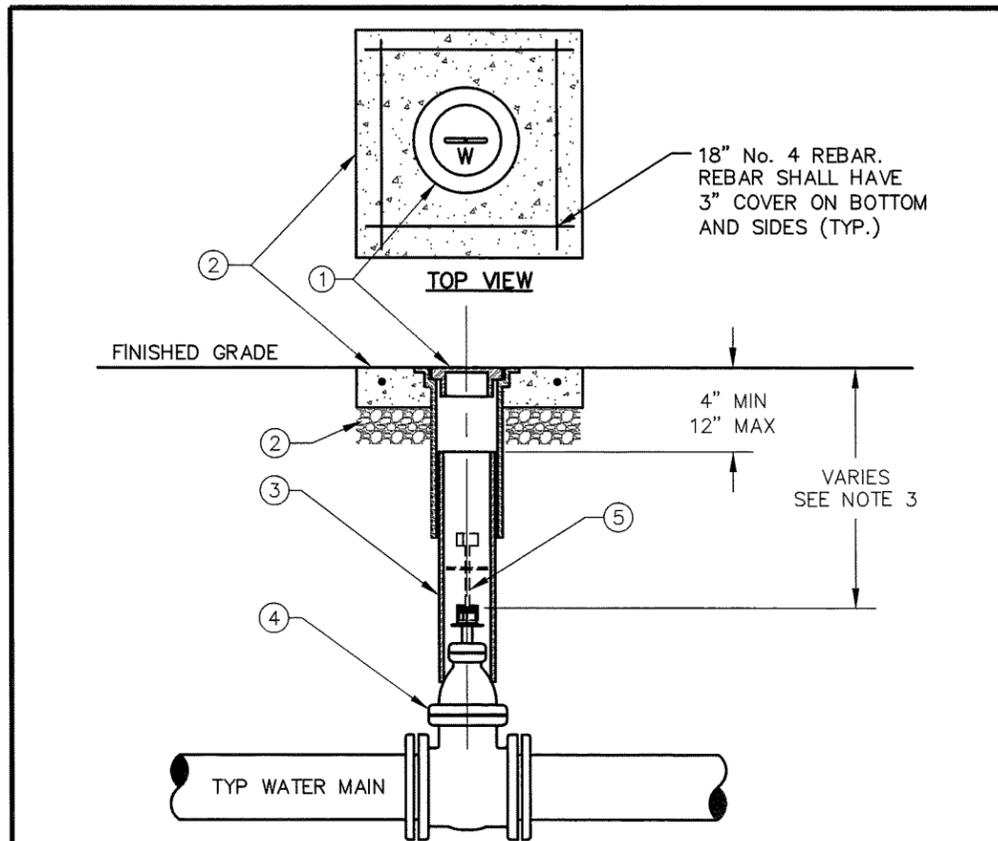
Effective Date: December 1, 2012 - May 31, 2013 RD756

COH STD. DRG. NO. RD-756

SCALE: NTS



EXPIRES: 6/30/2017



KEYNOTES:

- ① OLYMPIC FOUNDRY VB910 VALVE BOX AND COVER WITH "W" CAST IN THE TOP SURFACE
- ② UNPAVED AREAS ONLY: PROVIDE 24" SQUARE BY 5-1/2" THICK CONCRETE PAD CENTERED ON VALVE BOX. INSTALL OVER 4" COMPACTED 3/4"-0 CRUSHED ROCK.
- ③ 6" SCH 40 OR D3034 PVC PIPE RISER WITH END CUT TO FIT OVER VALVE HOUSING, LENGTH AS NECESSARY
- ④ GATE VALVE (BUTTERFLY VALVE SIMILAR, NOT SHOWN.)
- ⑤ OPERATOR EXTENSION (SEE NOTE 3.)

NOTES:

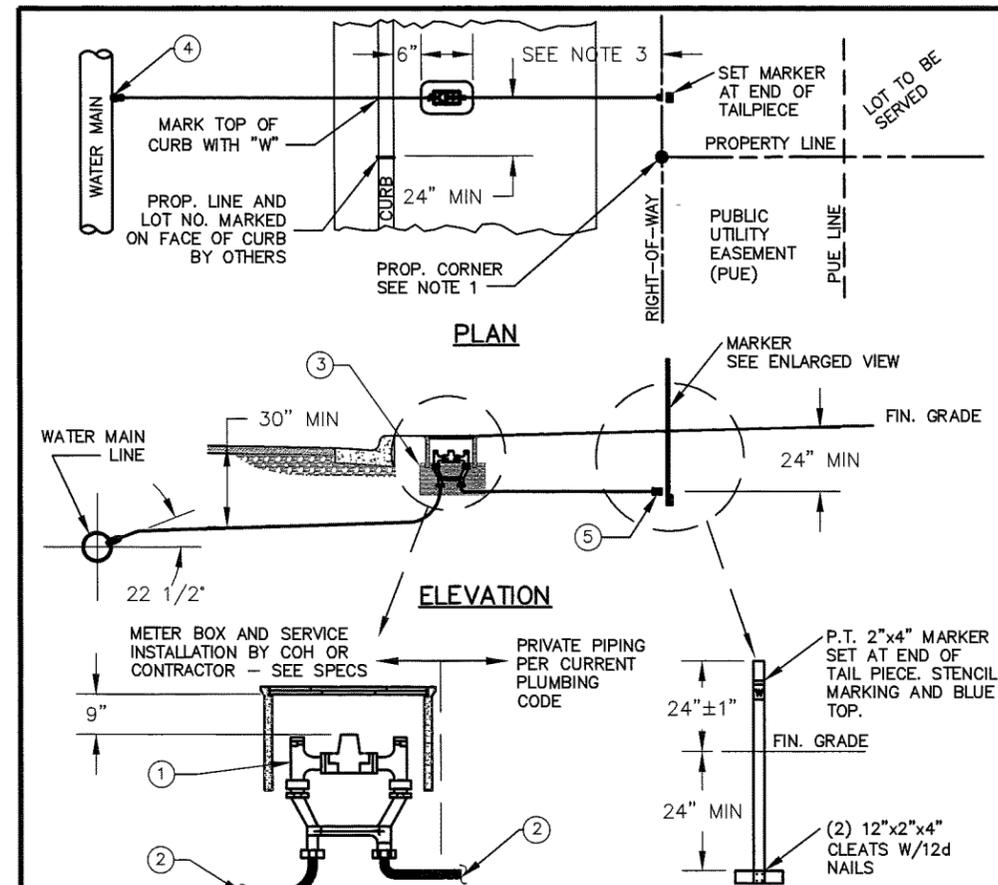
- 1. CENTER VALVE BOX ON AXIS OF OPERATING NUT AND SET PLUMB.
- 2. HAND TAMP CRUSHED ROCK AROUND TOP SECTION OF VALVE BOX.
- 3. OPERATOR EXTENSION REQUIRED WHEN VALVE NUT IS DEEPER THAN 4 FEET FROM FINISHED GRADE. REFER TO DETAIL WTR-5.

	TYPICAL VALVE BOX SETTING	SCALE: NONE	WTR-3
		DATE: APRIL 2013	

FILENAME: WTR-003.DWG

COH STD. DRG. NO. WTR-3

SCALE: NTS



KEYNOTES:

- ① COPPER METER SETTER FOR 5/8" x 3/4" METER
- ② 3/4" TYPE "K" SOFT COPPER TUBING
- ③ COMPACTED CLASS "B" BACKFILL MINIMUM 6" BASE
- ④ 3/4" CORP STOP AND TYPE "K" SOFT COPPER TUBING
- ⑤ 3/4" FIPT x CTS COUPLING (INSTALL PRIOR TO CONNECTION TO PRIVATE PLUMBING LINE)

NOTES:

- 1. ORS 92.044(7) PROHIBITS LOCATING ANY UTILITY INFRASTRUCTURE WITHIN 1 FOOT OF A SURVEY MONUMENT. DEVELOPER SHALL PAY FOR ANY RELOCATION OF SERVICES AND/OR METER BOXES FOUND TO FALL WITHIN 1 FOOT OF A SURVEY MONUMENT LOCATION.
- 2. ALL FITTINGS SHALL BE BRASS OR COPPER.
- 3. CONTRACTOR SHALL EXTEND TAIL PIECE TO THE PROPERTY LINE, BUT NOT LESS THAN 24" FROM THE BACKSIDE OF THE METER BOX, AND INSTALL MARKER AS SHOWN.
- 4. WATER DEPARTMENT WILL INSTALL METER AFTER MAIN LINE HAS BEEN APPROVED FOR PUBLIC USE AND REQUIRED FEES HAVE BEEN PAID.
- 5. ALL SERVICE LINES (EXCEPT TAILPIECES) SHALL BE INSTALLED PRIOR TO PRESSURE TESTING.

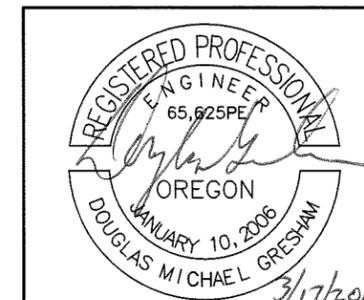
	3/4" SINGLE WATER SERVICE TYPICAL INSTALLATION	SCALE: NONE	WTR-7
		DATE: OCT 2013	

FILENAME: WTR-007.DWG

NOTE: See detail on sheet 2B-22 for meter box placement.

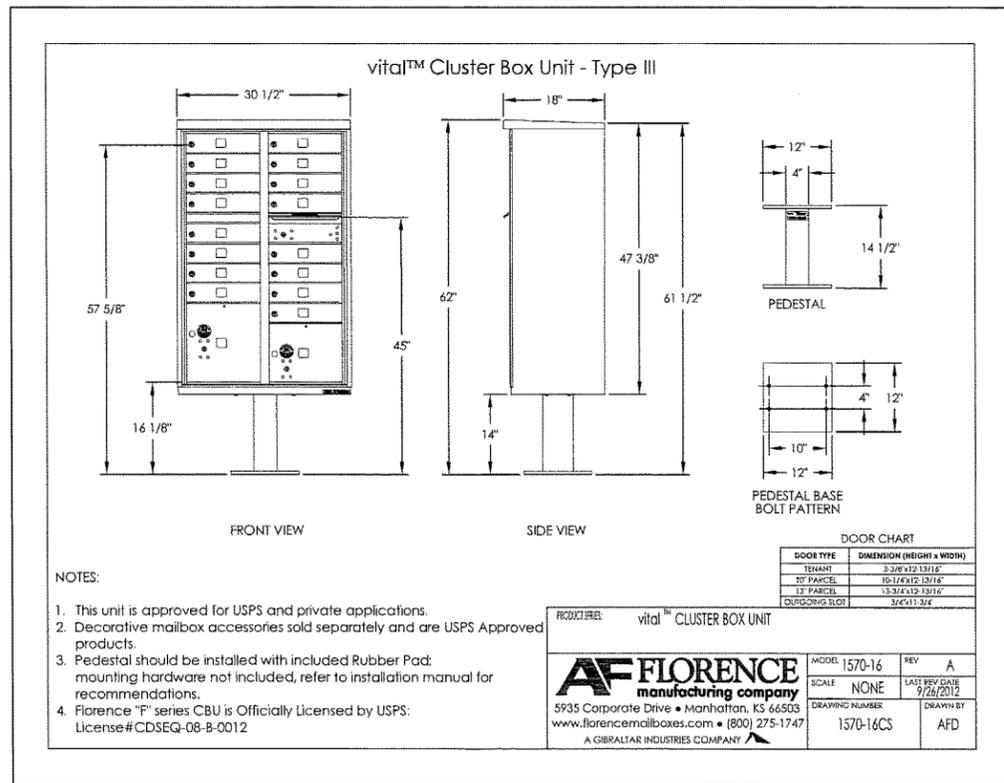
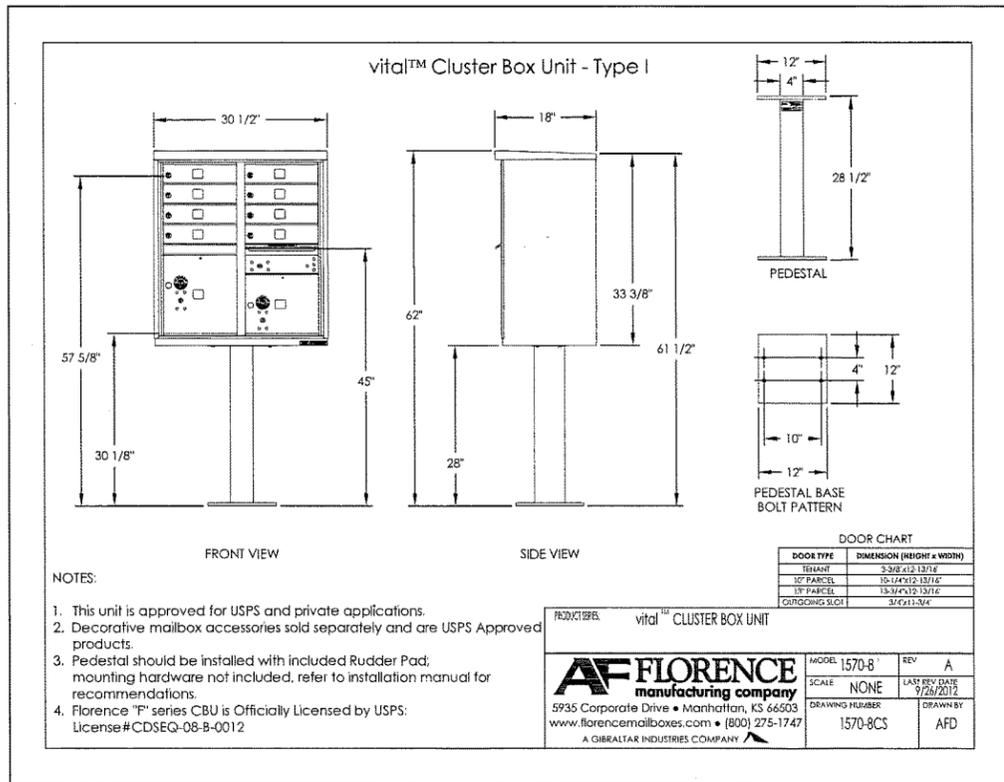
COH STD. DRG. NO. WTR-7

SCALE: NTS



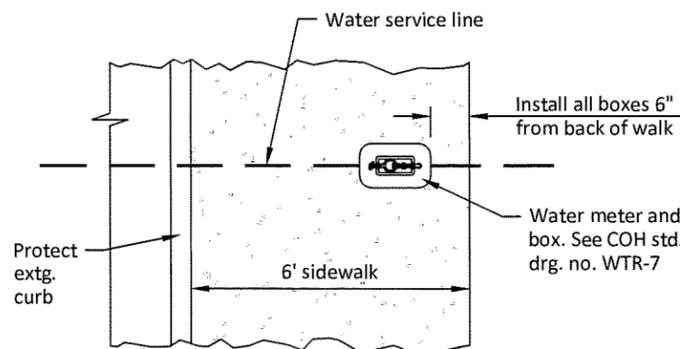
EXPIRES: 6/30/2017

SCALE	PLAN	AS SHOWN	HORIZ	VERT	DRAWN	JD	CHECKED	BY APPR	DATE	REVISION
Hillsboro OREGON										
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS										
COH STANDARD DETAILS										
COH STANDARD DETAILS										
PROJECT NO. 10841 & 10842										
SHEET NO. 2B-14										
FILE NAME: 10842-STD DETAILS.DWG										
PLOT DATE: 3/15/2016										
PHONE: 503.681.6146 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089										



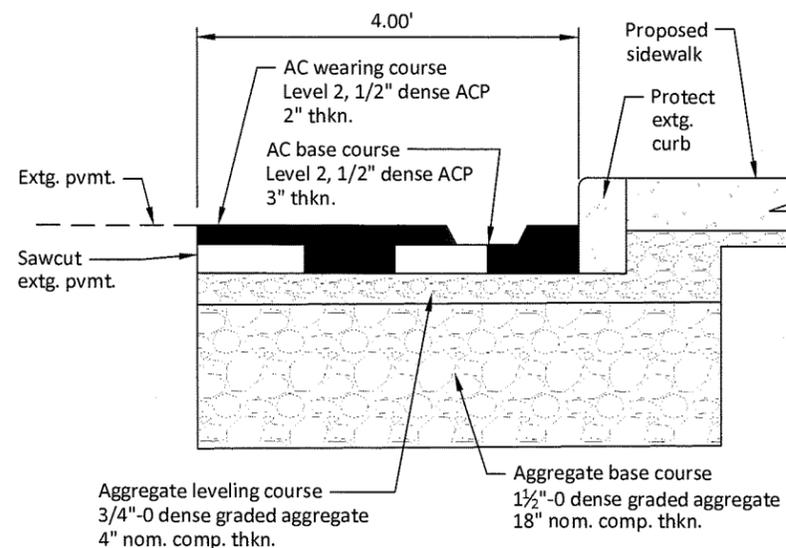
MULTIPLE MAILBOX UNIT

SCALE: NTS



WATER METER PLACEMENT DETAIL

SCALE: NTS

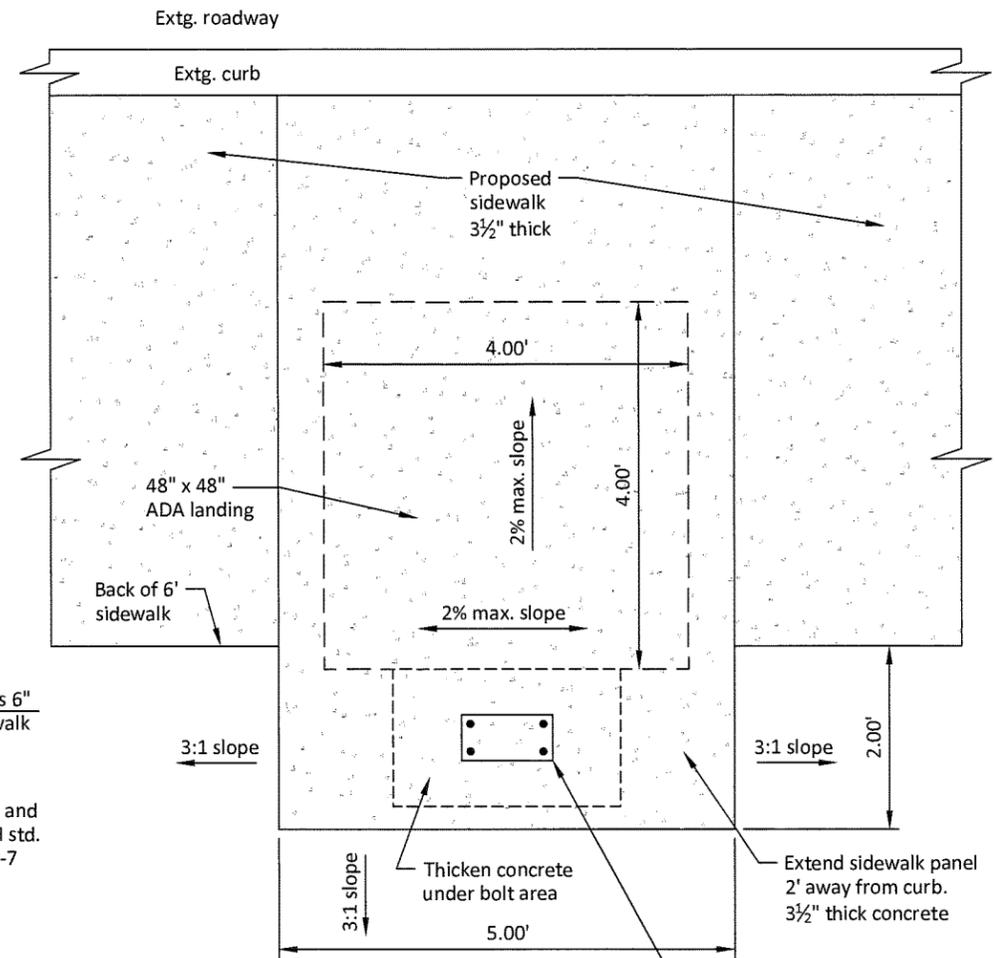


Section A

Note: Excavate and compact subgrade until firm and unyielding. Backfill with compacted aggregate as shown.

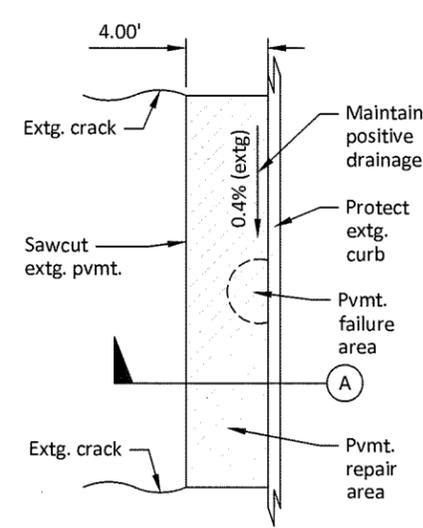
PAVEMENT REPAIR DETAIL

SCALE: NTS



MULTIPLE MAILBOX UNIT INSTALLATION

SCALE: NTS



Plan View

Center mailbox in panel extension. Anchor to concrete with 1/2" x 5/8" galvanized or stainless steel anchor bolts. Approved anchors are listed in installation instructions. Install mailbox per manufacturer's specifications. See details this sheet.



EXPIRES: 6/30/2017

SCALE	PLAN	HORIZ.	VERT.	DRAWN	ID	CHECKED	DATE
1"=5'							

#	DATE	REVISION

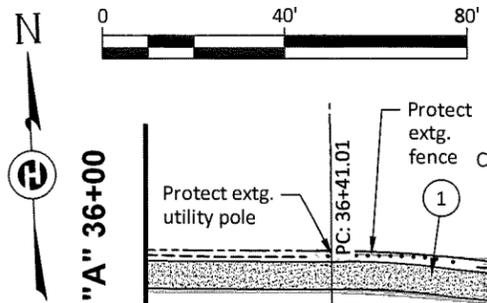
Hillsboro OREGON

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

**SE 11TH AVE. AND SE ALDER ST.
CDBG SIDEWALK IMPROVEMENTS**

MISCELLANEOUS DETAILS

PROJECT NO. 10841 & 10842
SHEET NO. 2B-22
FILE NAME: 10842-DETAILS.DWG
PLOT DATE: 3/15/2016



General Note

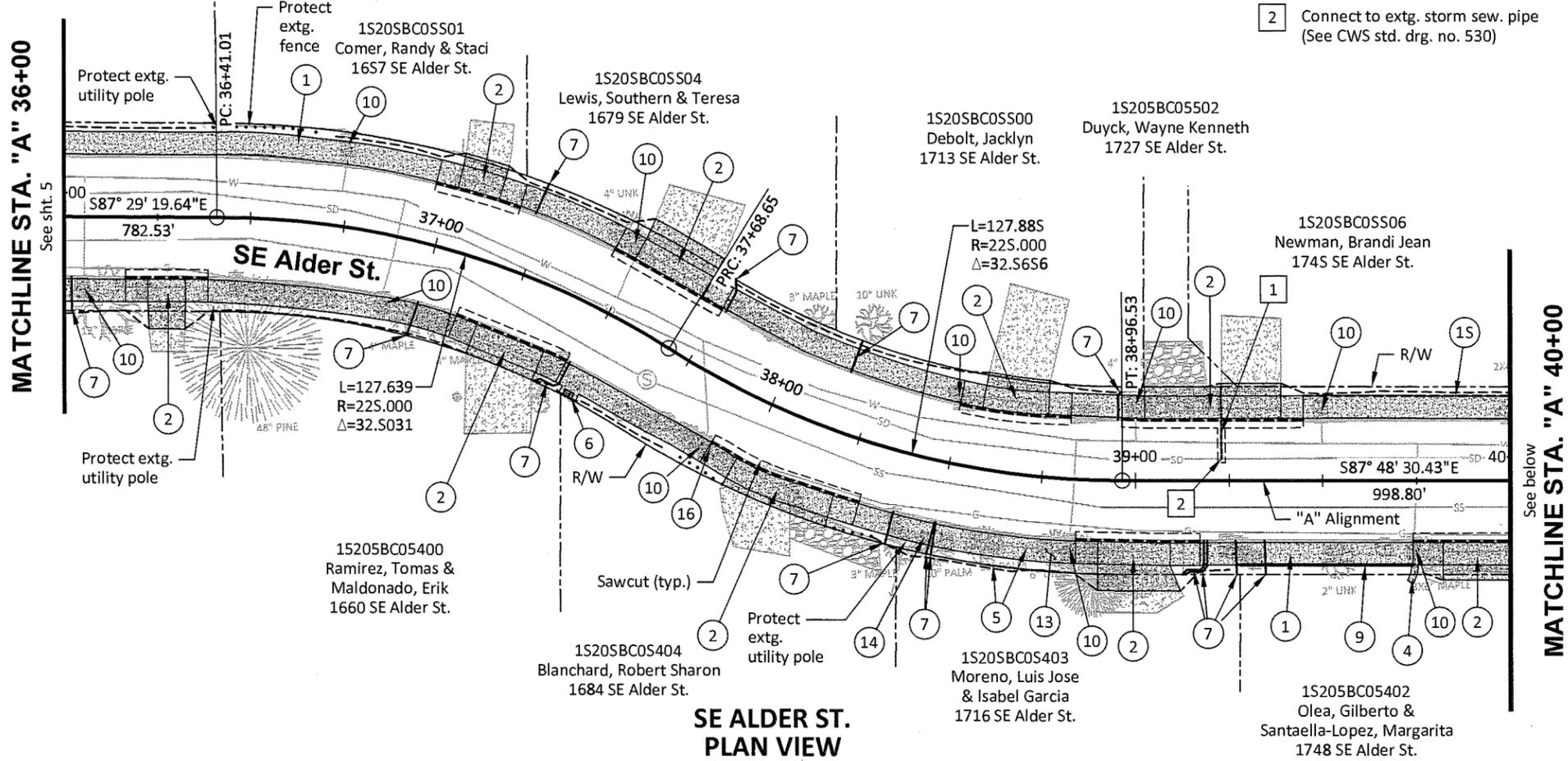
1. Remove all existing mailboxes.

Storm Sewer Keynotes

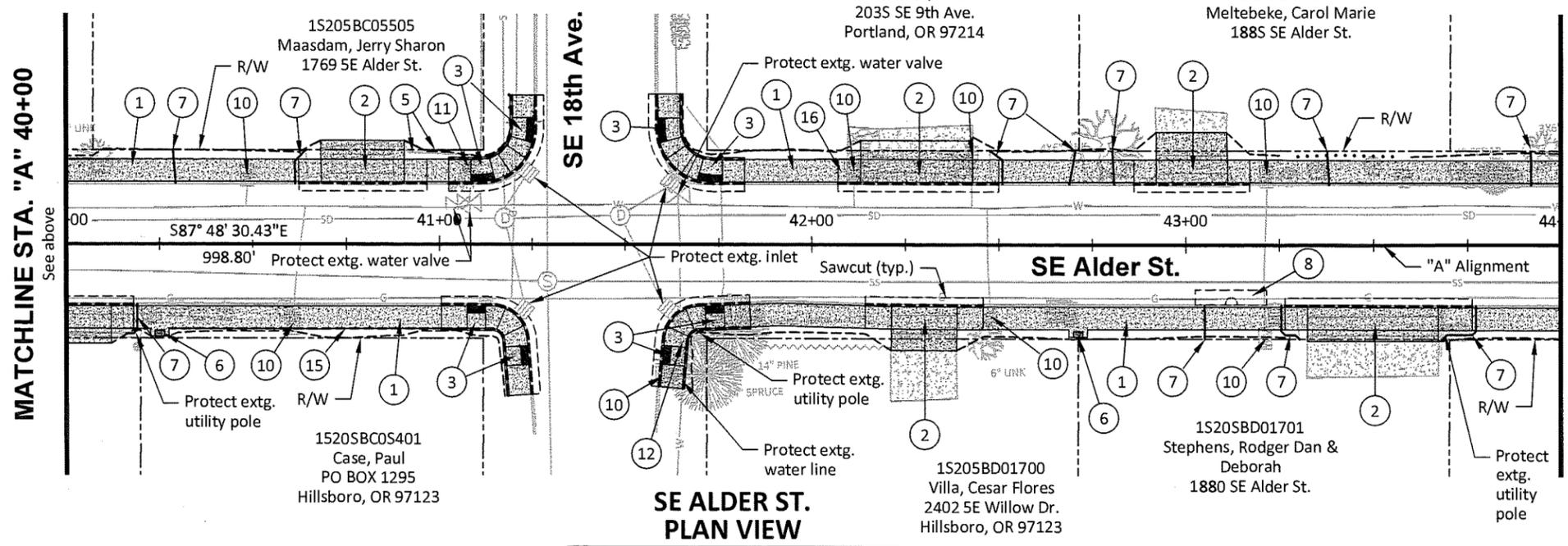
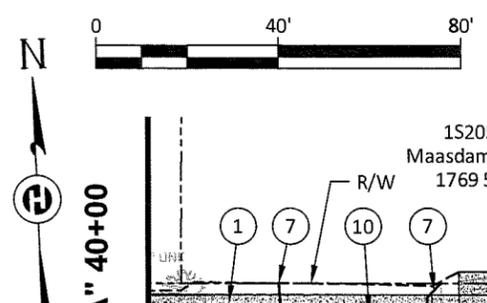
- 1 Inst. 4" PVC drain pipe (roof drain)
- 2 Connect to extg. storm sew. pipe (See CWS std. drg. no. 530)

Construction Keynotes

- 1 Const. P.C. conc. sidewalk (See COH std. drg. no. PW-080)
- 2 Const. P.C. conc. dwy. (See COH std. drg. no. PW-030)
- 3 Const. parallel sidewalk ramp - 8 (For details, see sht. 2B-6) (See COH std. drg. nos. RD7SS & RD7S6)
- 4 Replace private sidewalk connection - 1
- 5 Remove and rebuild fence (Location and type as directed)
- 6 Inst. multiple mailbox unit (8 box) - 3 (Location as directed) (For details, see sht. 2B-22)
- 7 Const. roof drain connection - 2S (Location as directed)
- 8 Const. AC pavement repair - 76 SF (For details, see sht. 2B-22)
- 9 Sta. "A" 39+28 to 39+74, Rt. Const. retaining wall - 2S sf
- 10 Relocate extg. water meter - 18 (For details, see sht. 2B-22) (See COH std. drg. no. WTR-7)
- 11 Relocate extg. hydrant - 1 (See COH std. drg. no. WTR-101)
- 12 Relocate extg. water valve - 1 (See COH std. drg. no. WTR-3)
- 13 Restore irrigation system - 1
- 14 Remove and salvage private light pole - 1
- 15 Const. standard curb (See COH std. drg. no. PW-070)
- 16 Adjust gas valve box - 2 (Coordinate with NW Natural Gas)



SE ALDER ST. PLAN VIEW
SCALE: 1" = 40'



SE ALDER ST. PLAN VIEW
SCALE: 1" = 40'

DRIVEWAY DATA TABLE*

Driveway CL Station	Side	Width	Area (sq. ft.)	Min. Catch Offset	Wing Length	
					Back	Ahead
"A" 36+27.6	Rt.	10.1'	204	29.7'	6'	6'
"A" 37+07.2	Lt.	11.5'	180	25.9'	6'	6'
"A" 37+27.9	Rt.	19.2'	230	25.0'	6'	6'
"A" 37+59.3	Lt.	20.7'	318	28.1'	6'	6'
"A" 38+10.3	Rt.	27.6'	322	25.0'	8'	7'
"A" 38+65.6	Lt.	17.8'	232	25.7'	6'	6'
"A" 38+99.5	Rt.	19.3'	343	29.4'	6'	8'
"A" 39+20.7	Lt.	36.5'	395	25.9'	6'	6'
"A" 39+97.5	Rt.	30.0'	384	26.4'	8'	6'
"A" 40+79.4	Lt.	22.3'	319	27.6'	6'	6'
"A" 42+28.1	Lt.	30.0'	409	27.7'	6'	7'
"A" 42+30.0	Rt.	17.5'	287	28.1'	7'	7'
"A" 43+01.6	Lt.	19.0'	324	30.0'	6'	6'
"A" 43+49.9	Rt.	34.7'	400	25.5'	6'	9'

*Dimensions shown are for information and estimating purposes. Construct driveways as directed in the field by City Inspector and in accordance with ADA requirements.



EXPIRES: 6/30/2017

Hillsboro OREGON

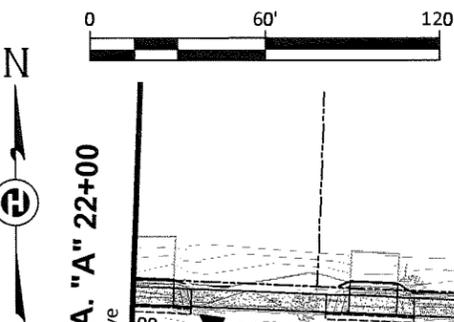
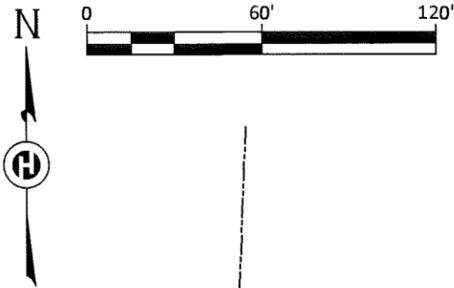
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS ROADWAY PLAN

PROJECT NO. 10841 & 10842 SHEET NO. 6

FILE NAME: 10842-PLAN SHEETS.DWG PLOT DATE: 3/15/2016

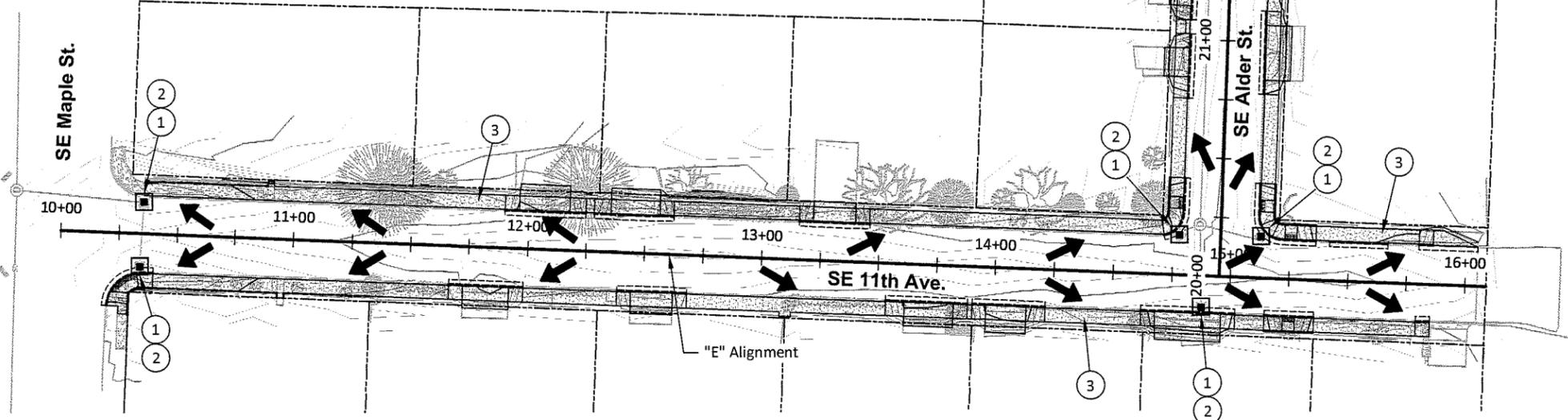
PHONE: 503.681.6146 | FAX: 503.681.6245 150 E MAIN ST. 4TH FLOOR | HILLSBORO, OR 97123-4089

SCALE	PLAN	HORIZ.	VERT.	DRAWN	CHECKED
1"=40'					

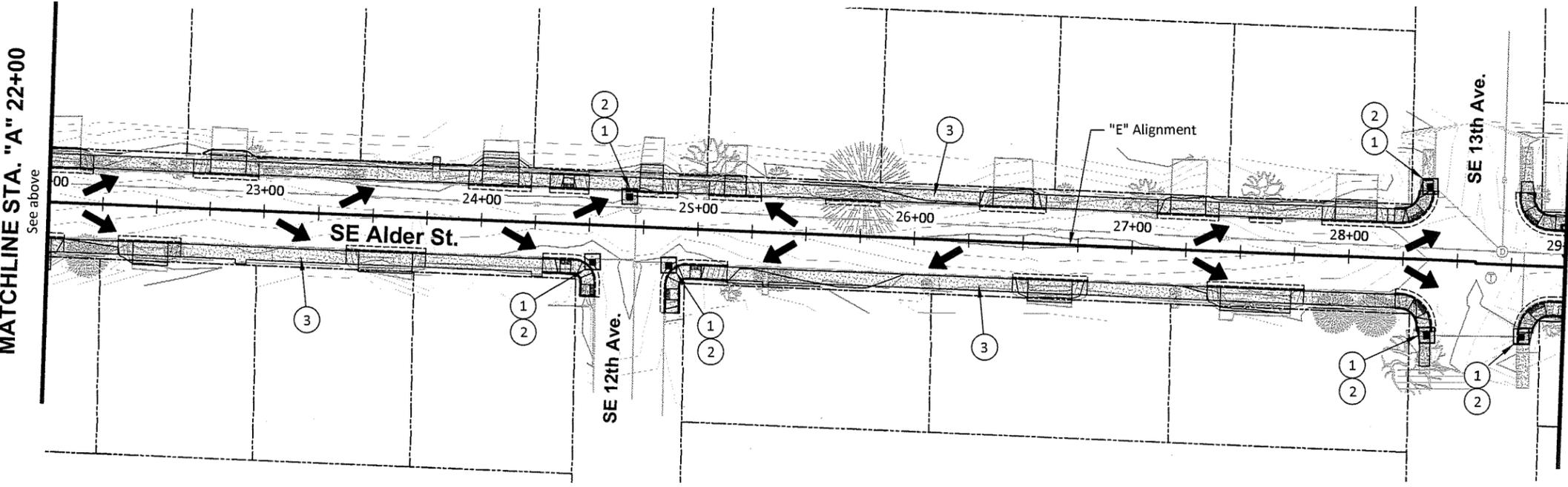


MATCHLINE STA. "A" 22+00
See above

MATCHLINE STA. "A" 29+00
See sht. GA-5



**SE 11TH AVE.
EROSION CONTROL PLAN**
SCALE: 1" = 60'



**SE ALDER ST.
EROSION CONTROL PLAN**
SCALE: 1" = 60'

Construction Keynotes

- ① Inst. inlet protection (Type 4) - 11
(See CWS std. drg. no. 91S)
- ② Inst. inlet protection (Type S) - 11
(See CWS std. drg. no. 920)
- ③ Const. sidewalk subgrade
(See CWS std. drg. no. 89S)

General Notes:

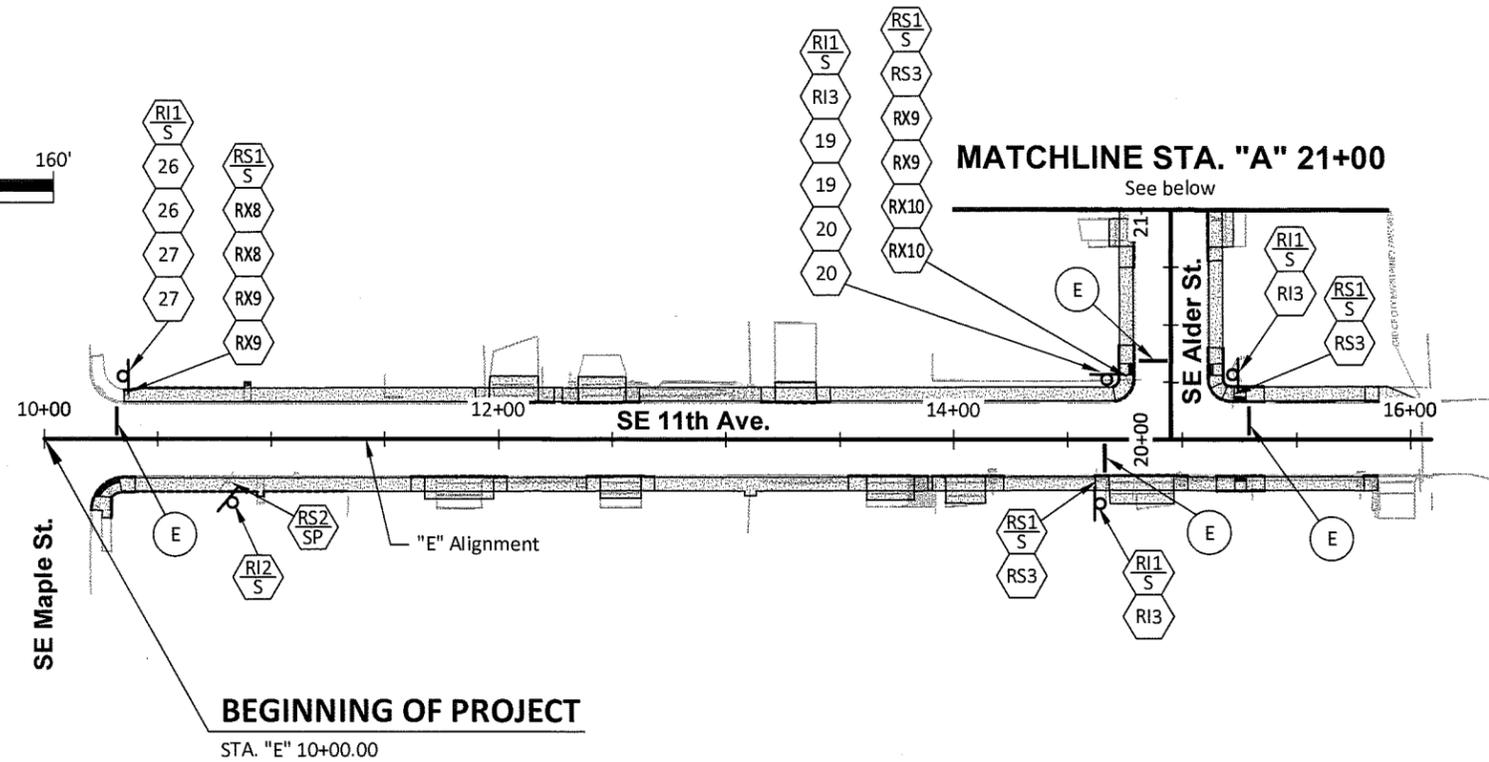
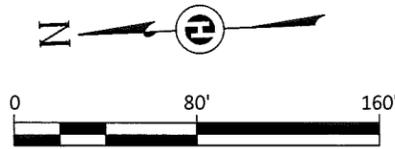
1. Sidewalk aggregate base shall be in place by the end of each work day. Sidewalk subgrade shall not be left exposed overnight. See CWS std. drg. no. 89S.
2. Sidewalk and driveway construction should be performed during dry weather to prevent the need for dewatering. If dewatering the sidewalk or driveway base is necessary, see detail on Sheet GA-8. All other methods of dewatering are prohibited.
3. No stockpiles or staging areas are allowed within the ROW. All spoils and removed material shall be immediately hauled away for permanent disposal.

Legend

- ☐ Inlet protection
- ➔ Drainage flow direction

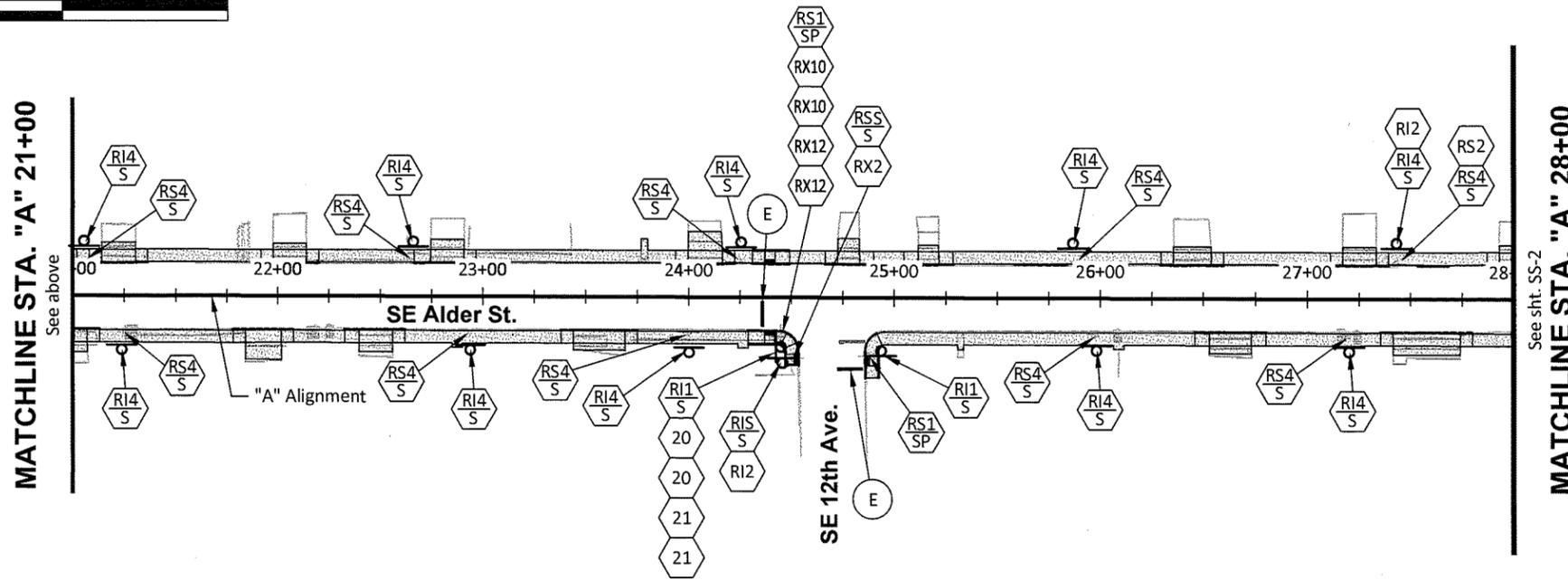
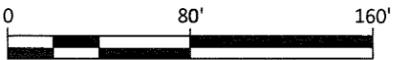


SCALE	PLAN	1" = 60'	HORIZ.	VERT.	DRAWN	CHECKED	BY	DATE
								PROJECT NO. 10841 & 10842
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS UTILITY, STREET CONST., GRADING & STABILIZATION EROSION & SED. CONTROL PLAN - SHEET 1								SHEET NO. GA-4
PHONE: 503.681.6146 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089								FILE NAME: 10842-EROSION.DWG PLOT DATE: 2/17/2016



**SE 11TH AVE.
SIGNING AND STRIPING PLAN**

SCALE: 1" = 80'



**SE ALDER ST.
SIGNING AND STRIPING PLAN**

SCALE: 1" = 80'

Legend

- (E) See Sheet SS-S for striping details.
- (N) Install new sign (N)
- (RIN) Reinstall existing sign (N)
- (RXN) Remove existing sign (N)
- (RSN) Remove and salvage existing sign (N)
- (RIN/M) Reinstall existing sign (N) on new (M) sign support
- (RSN/M) Remove and salvage existing sign (N) and remove (M) sign support

N = Sign number
M = Material

Material options
S = Square steel "Telespar"
SP = Round steel pipe

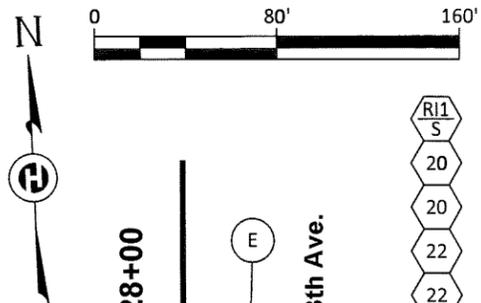
General Notes

1. Replace all existing striping that is removed or damaged during construction.
2. All signing shall conform to the required specifications of the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
3. Existing signs not shown are to remain in place unless otherwise directed by the Engineer.
4. Traffic sign legend and mounting details are shown on shts. SS-3 and SS-4.

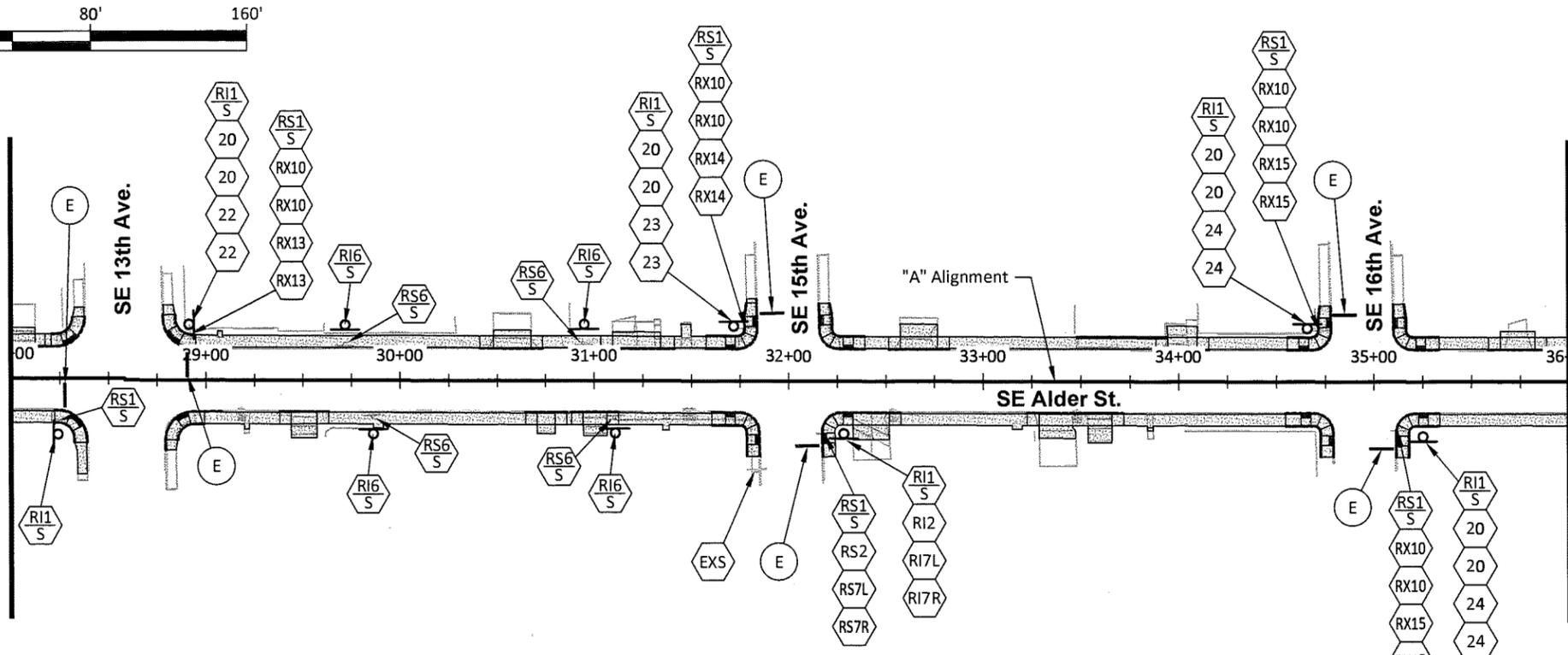


EXPIRES: 6/30/2017

SCALE	PLAN	HORIZ.	VERT.	DRAWN	CHECKED
1" = 80'					
<p align="center">Hillsboro OREGON</p> <p align="center">PHONE: 503.681.6146 FAX: 503.681.6245 150 E. MAIN ST. 4TH FLOOR HILLSBORO, OR 97123-4089</p>					
<p align="center">SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS</p>					
<p align="center">SIGNING AND STRIPING PLAN</p>					
PROJECT NO.	10841 & 10842				
SHEET NO.	SS				
FILE NAME:	10842-SIGNING AND STRIPING.DWG				
PLOT DATE:	3/15/2016				

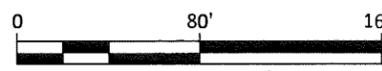


MATCHLINE STA. "A" 28+00
See sht. SS

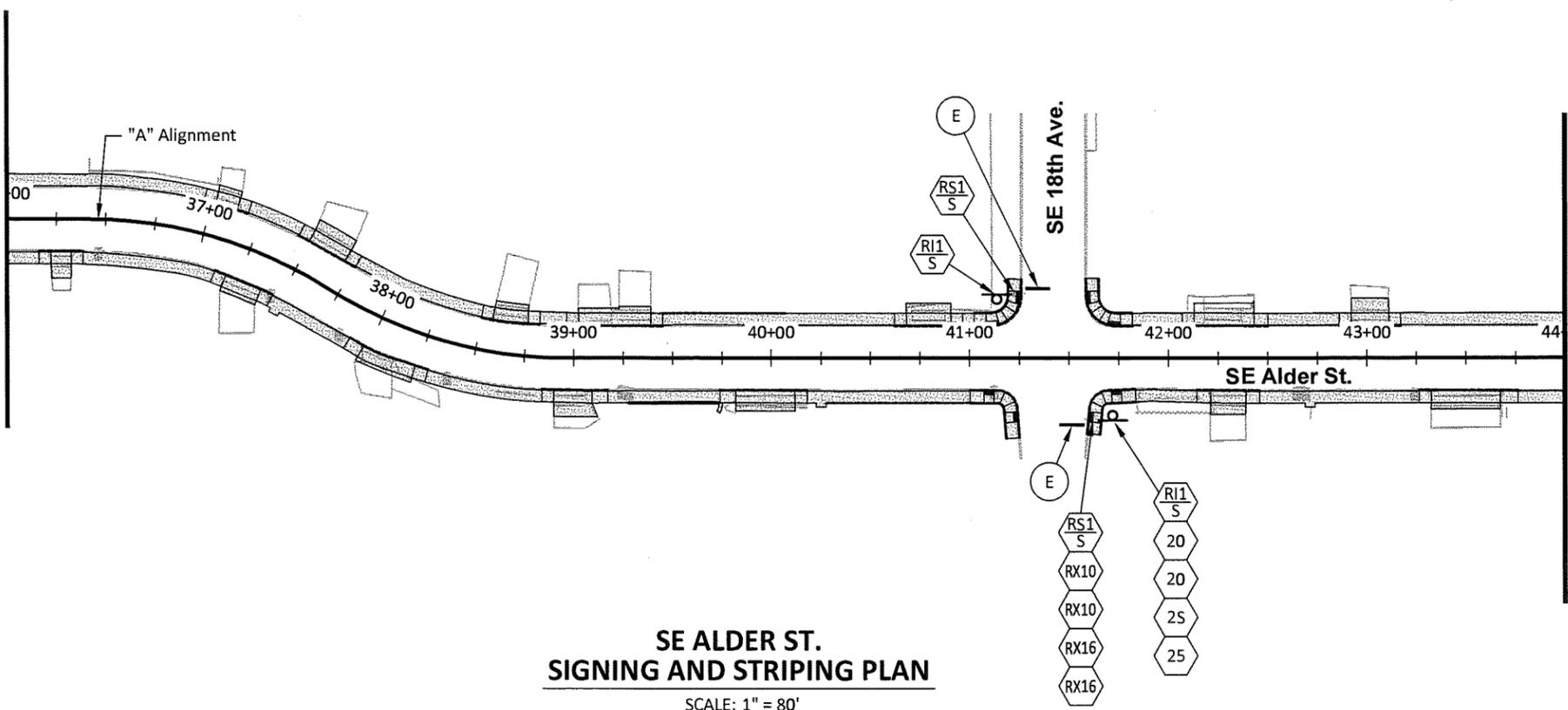


See below
MATCHLINE STA. "A" 36+00

**SE ALDER ST.
SIGNING AND STRIPING PLAN**
SCALE: 1" = 80'



MATCHLINE STA. "A" 36+00
See above



See sht. SS-3
MATCHLINE STA. "A" 44+00

**SE ALDER ST.
SIGNING AND STRIPING PLAN**
SCALE: 1" = 80'

Legend

-  See Sheet SS-S for striping details.
 -  Install new sign (N)
 -  Maintain and protect existing sign(s) and support
 -  Reinstall existing sign (N)
 -  Remove existing sign (N)
 -  Remove and salvage existing sign (N)
 -  Reinstall existing sign (N) on new (M) sign support
 -  Remove and salvage existing sign (N) and remove (M) sign support
- N = Sign number
M = Material
- Material options
S = Square steel "Telespar"
SP = Round steel pipe

General Notes

1. Replace all existing striping that is removed or damaged during construction.
2. All signing shall conform to the required specifications of the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
3. Existing signs not shown are to remain in place unless otherwise directed by the Engineer.
4. Traffic sign legend and mounting details are shown on shts. SS-3 and SS-4.



EXPIRES: 6/30/2017

SCALE	PLAN	HORIZ.	VERT.	DRAWN	CHECKED										
1"=80'															
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REVISION	DATE														
<p>Hillsboro OREGON</p> <p>PHONE: 503.681.6146 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089</p>															
<p>SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS</p>															
<p>SIGNING AND STRIPING PLAN</p>															
<p>PROJECT NO. 10841 & 10842</p>															
<p>SHEET NO. SS-2</p>															
<p>FILE NAME: 10842-SIGNING AND STRIPING.DWG PLOT DATE: 3/15/2016</p>															

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 503-681-6723 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 DIRECTLY TO POSTS WITH RIVETS.

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" ONE (1) SIDED, TWO (2) SIGNS PER STREET NAME
 - 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 SIGN 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	36 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

FOR MAST ARM STREET NAME SIGN SPACING USE ODOT STANDARDS

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

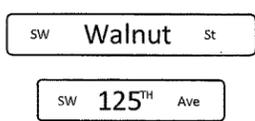
POSTS:
 A MINIMUM OF 2 X 2 INCH X 10 FOOT GALVANIZED "UNISTRUT TELESPAR" OF 12 GAUGE PERFORATED POSTS OR APPROVED EQUIVALENT SHALL BE USED.

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.

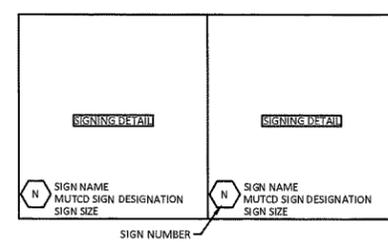
SOME SIGNS MAY REQUIRE LARGER SUPPORTS THAN LISTED ABOVE. SEE ODOT DETAIL TM6B1 FOR REQUIREMENTS.

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



SIGNING LEGEND



SIGNING CALLOUT NOTES

- INSTALL NEW SIGN
 - INSTALL NEW SIGN (N) ON NEW (M) SUPPORT
 - REMOVE EXISTING SIGN (N)
 - REMOVE EXISTING SIGN (N) AND (M) SUPPORT
 - REINSTALL SIGN (N) ON NEW (M) SUPPORT
 - MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
 - REINSTALL EXISTING SIGN ON EXISTING SUPPORT
- N = SIGN NUMBER
 M = MATERIALS, OPTIONS ARE:
 S = STEEL "TELESPAR"
- SIGNS SHOWN WITH BROKEN BORDERS ARE EXISTING

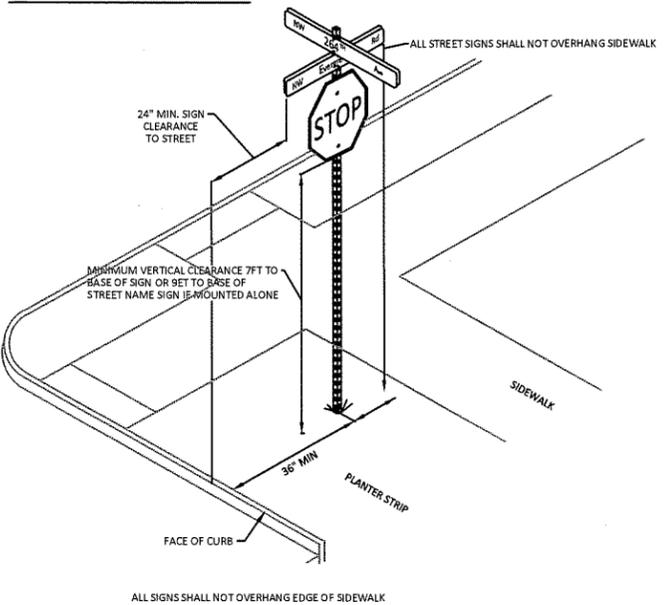
SIGNING MATERIALS:

- 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

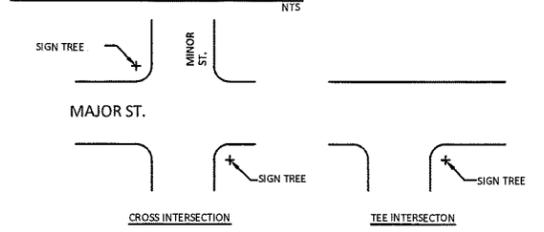
TYPICAL SIGN SIZES:

- 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.

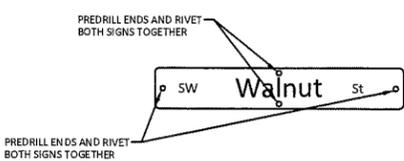
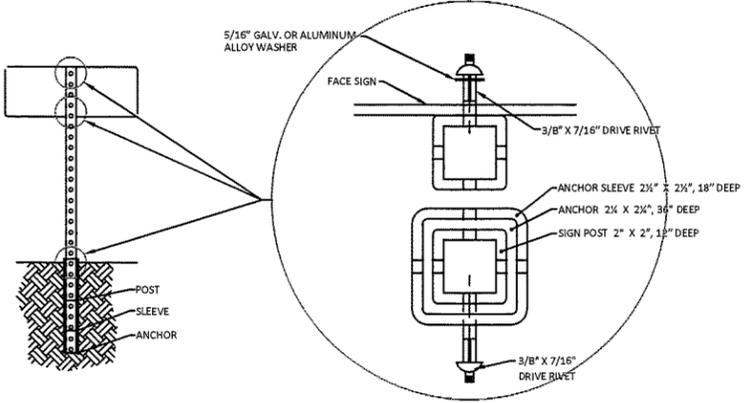
TYPICAL STREET SIGN PLACEMENT



TYPICAL INTERSECTION SIGN PLACEMENT



TYPICAL SIGN POST INSTALLATION



SHEET NO.	PW-170
DRAWING NO. OF PROJECT NO.	
DATE	3/15/2016 10:06 AM
FILE NAME	10842-SIGNING AND STRIPING.DWG
PHONE	503.681.6146 FAX: 503.681.6245
ADDRESS	150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089
SCALE	AS SHOWN
HORIZ.	
VERT.	
DRAWN	JD
CHECKED	DG
BY/APPROV	
REVISION	
#	DATE



Hillsboro OREGON

SE 11TH AVE. AND SE ALDER ST.
 CDBG SIDEWALK IMPROVEMENTS

COH STD. DRG. NO. PW-170

PROJECT NO. 10841 & 10842

SHEET NO. SS-4

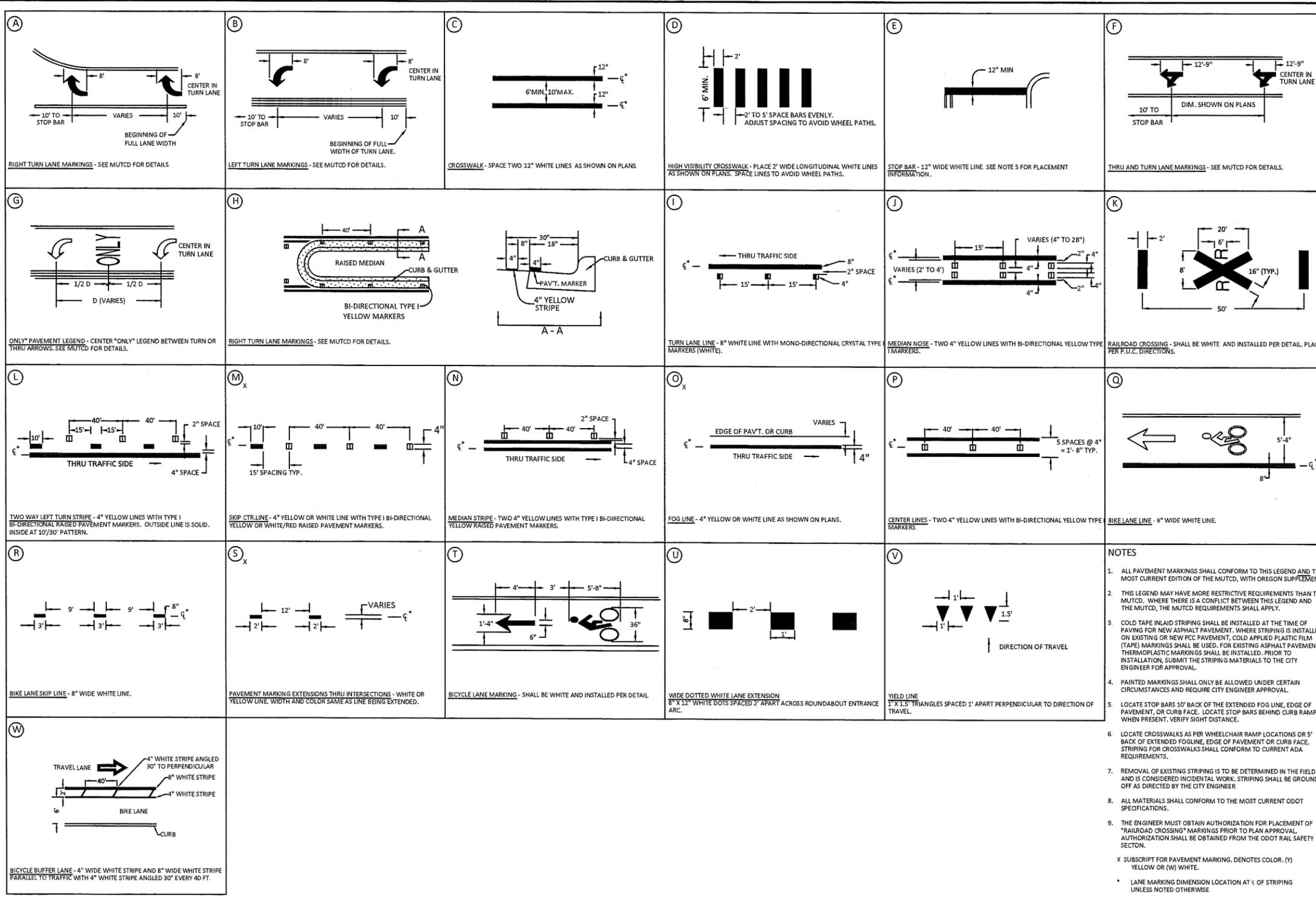
REGISTERED PROFESSIONAL ENGINEER
 65,625 PE
 OREGON
 JANUARY 10, 2006
 DOUGLAS MICHAEL GRESHAM

EXPIRES: 6/30/2017

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

FILE NAME: 10842-SIGNING AND STRIPING.DWG

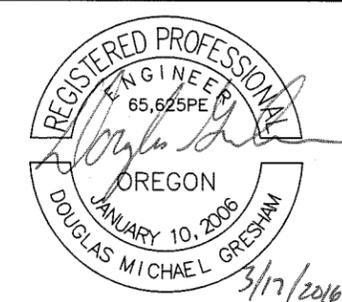
PLOT DATE: 3/15/2016



SHEET NO.	PW-180
DRAWING NO. OF PROJECT NO.	
STRIPING	
Hillsboro OREGON	
PHONE: 503.681.6246 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089	
SCALE	AS SHOWN
PLAN	
HORIZ.	
VERT.	
DRAWN	
CW	
CHECKED	
CS	
DATE	
REVISION	
BY	
APP'D	

- NOTES**
- ALL PAVEMENT MARKINGS SHALL CONFORM TO THIS LEGEND AND THE MOST CURRENT EDITION OF THE MUTCD, WITH OREGON SUPPLEMENT.
 - THIS LEGEND MAY HAVE MORE RESTRICTIVE REQUIREMENTS THAN THE MUTCD. WHERE THERE IS A CONFLICT BETWEEN THIS LEGEND AND THE MUTCD, THE MUTCD REQUIREMENTS SHALL APPLY.
 - COLD TAPE INLAID STRIPING SHALL BE INSTALLED AT THE TIME OF PAVING FOR NEW ASPHALT PAVEMENT. WHERE STRIPING IS INSTALLED ON EXISTING OR NEW PCC PAVEMENT, COLD APPLIED PLASTIC FILM (TAPE) MARKINGS SHALL BE USED. FOR EXISTING ASPHALT PAVEMENT THERMOPLASTIC MARKINGS SHALL BE INSTALLED. PRIOR TO INSTALLATION, SUBMIT THE STRIPING MATERIALS TO THE CITY ENGINEER FOR APPROVAL.
 - PAINTED MARKINGS SHALL ONLY BE ALLOWED UNDER CERTAIN CIRCUMSTANCES AND REQUIRE CITY ENGINEER APPROVAL.
 - LOCATE STOP BARS 10' BACK OF THE EXTENDED FOG LINE, EDGE OF PAVEMENT, OR CURB FACE. LOCATE STOP BARS BEHIND CURB RAMPS WHEN PRESENT. VERIFY SIGHT DISTANCE.
 - LOCATE CROSSWALKS AS PER WHEELCHAIR RAMP LOCATIONS OR 5' BACK OF EXTENDED FOGLINE, EDGE OF PAVEMENT OR CURB FACE. STRIPING FOR CROSSWALKS SHALL CONFORM TO CURRENT ADA REQUIREMENTS.
 - REMOVAL OF EXISTING STRIPING IS TO BE DETERMINED IN THE FIELD AND IS CONSIDERED INCIDENTAL WORK. STRIPING SHALL BE GROUND OFF AS DIRECTED BY THE CITY ENGINEER.
 - ALL MATERIALS SHALL CONFORM TO THE MOST CURRENT ODOT SPECIFICATIONS.
 - THE ENGINEER MUST OBTAIN AUTHORIZATION FOR PLACEMENT OF "RAILROAD CROSSING" MARKINGS PRIOR TO PLAN APPROVAL. AUTHORIZATION SHALL BE OBTAINED FROM THE ODOT RAIL SAFETY SECTION.
- X SUBSCRIPT FOR PAVEMENT MARKING. DENOTES COLOR. (Y) YELLOW OR (W) WHITE.
* LANE MARKING DIMENSION LOCATION AT ϵ OF STRIPING UNLESS NOTED OTHERWISE.

COH STD. DRG. NO. PW-180
SCALE: NTS



EXPIRES: 6/30/2017

SCALE	AS SHOWN
PLAN	
HORIZ.	
VERT.	
DRAWN	
CW	
CHECKED	
CS	
DATE	
REVISION	
BY	
APP'D	

Hillsboro OREGON	
PHONE: 503.681.6246 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089	
COH STD. DRG. NO. PW-180	
PROJECT NO.	10841 & 10842
SHEET NO.	SS-5
FILE NAME:	10842-SIGNING AND STRIPING.DWG
PLOT DATE:	3/17/2016

LIGHTING NOTES:

- Light poles shall be aluminum, fixed base, davit style with mastarm. The approved poles are:

COBRA STYLE MANUFACTURER:	CATALOG NUMBER:
VALMONT/LEXINGTON	250085106D4Z
HAPCO	RTA25C6B4D16
UNION METAL	920-B115-Y285

- Light pole footing shall be approved pre-cast concrete. The approved footing is:

MANUFACTURER:	CATALOG NUMBER:
UTILITY VAULT COMPANY	5CL-LB-PGE

- Junction boxes shall be approved splice boxes. Approved boxes are:

MANUFACTURER:	CATALOG NUMBER 24"x13"x18":	CATALOG NUMBER 30"x17"x18":
NEWBASIS	FCA132418T-00043	FCA173018T-90026
QUAZITE (HUBBELL)	A42132418A017	A42173018A017
OLDCASTLE/CARSON INDUSTRIES	13241617	17301620
HIGHLINE	CHA132418HE1	CHA173018HE1
ARMORCAST	A6001946TAX18-PGE	A6001640TAX18-PGE

"Street Lighting" shall be in the lid marking area.

- LED Cobra head luminaire shall include: LEDs with clear plastic optics below each, mean color temperature of 4000k, Type 2 light distribution, an adjustable drive current, and ANSI 136.41 7-position controls receptacle. Housing: Luminaire housing with integral cooling fins shall be die cast aluminum with universal four-bolt slip fitter for mounting to 1 1/4" to 2" (1 5/8" to 2 3/8" O.D.) diameter mast arm. Housing must be similar shape to traditional cobra head. Electrical components shall be accessed without tools and are mounted on power door. Conductors from power supply to terminal block and LED board must be spliced with quick style electrical disconnects. Photocontrol receptacle is ANSI 136.41 7-position controls receptacle. Leveling steps must allow for tilt adjustment from -5° to 10°. Light Emitting Diodes: Hi-flux/Hi-power white LEDs shall produce a minimum of 90% of initial intensity at 100,000 hours of life. LEDs shall be tested in accordance with IESNA LM-80 testing procedures. They shall have a mean correlated color temperature of 4000K (standard) ±300K and a minimum CRI of 65. Optical Systems: Micro-lens optical systems shall produce IESNA Type 2 distributions. Fixture shall not use acrylic or plastic exterior lens over the LEDs. Luminaire shall be classified as "full-cutoff" and produce 0% total lumens above 90. Electrical: Power supply shall have a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC shall meet or exceeds FCC CFR Part 15. Transient voltage shall comply with ANSI C62.41 Cat. A. Power supply shall be field adjustable without tools to 350mA, 530mA, or 700mA drive current. Power Supply is 0-10V dimmable standard with ANSI 136.41 7-position controls receptacle and wired to accept compatible ANSI 136.41 controls node. Finish: Housing shall receive a fade and abrasion resistant, epoxy polyester powder coat, RAL 39/70010, ASA 70 light gray finish standard. Accessories: Optional brackets shall be available for mounting luminaires to square poles, round poles, and post top tenons. Optional flush mounted house side shield shall cut off light at 1/2 mounting height behind the luminaire and be factory or field installable. Housing shall be able to accept three attachment mounted bird spider. Listings/Ratings/Warranties: Luminaires shall be UL listed for use in wet locations in the United States and Canada. Optical systems shall maintain an IP66 rating. Ten-year limited warranty is required for all components. Photometry: All luminaires shall be photometrically tested by certified independent testing laboratories in accordance with IESNA LM-79 testing procedures. Test report shall specify that the luminaire is classified as "Full Cutoff". "Factored" IES files or test reports will not be accepted.

The approved luminaire is:

MANUFACTURER:	CATALOG NUMBER (60 LED):
LEOTEK W/ HOUSE SIDE SHIELD	GC1-30F-MV-NW-2-GY-350-HSS-PCR7-WL

Fixtures submitted as an equal must be submitted for review as no later than 10 days before the bid date. Samples required at manufacturer cost.

- Install 2-#10 and 1-#6 XHHW wires from splice in junction box to luminaire on pole. Jacket to display sequential footage markings. Attach 2 labels to the wires, one to the outside flange surface, one attached to the drum each to detail total footage, inside or starting footage.

- Photoelectric Control shall be extended life and have a 25 year life expectancy. The approved photocell is:

MANUFACTURER	MODEL NUMBER:
SELC	8483
Ripley	RD 8645
DTL	DLL 1271.5 J50

- #10 AWG, 600 Volt, 3-Conductor, Class B Stranding, Type TC, with Sunlight-Resistant 45-mil PVC Jacket. Suitable for direct burial installations. Insulation to be black, red, and green per NEMA WC-7 for NEC applications (TFN, THWN, THHN), with fillers or binding tape added to produce round outer jacket, rated 90 degree C dry and 75 degree C wet, 1000 ft NR reels. Jacket to display sequential footage markings. 2 reel labels, one attached to the outside flange surface, one attached to the drum wrapping; each to detail total footage, inside or starting footage.

GENERAL NOTES

- All material and workmanship shall be in accordance with City of Hillsboro standard specifications and details except as modified in the contract documents and plans.
- All electrical equipment shall conform to the current standards of the National Electrical Manufacturers Association (NEMA) and the Underwriters Laboratories, Inc. (U.L.) wherever applicable. In addition to the requirements of the plans, standard specifications, and the special provisions, all materials and workmanship shall conform to the current requirements of the National Electrical Code (NEC) the National Electrical Safety Code, standards of the American National Standards Institute (ANSI), and any local ordinances which may apply.
- The CONTRACTOR shall verify location of all existing utilities prior to any construction. The plan location of utilities shown are approximate based on available records and field observations. Neither the OWNER nor the ENGINEER can guarantee the accuracy or completeness of utilities shown.
- The CONTRACTOR will determine the exact location and elevation of all existing utilities which pertain to and affect the construction of the project. Field adjustments for the placement of conduit, pull boxes, pole and cabinet foundations shall be used to avoid conflicts with existing underground and overhead utilities.
- The CONTRACTOR shall coordinate work with P.G.E. to determine power source for the lighting system.
- The CONTRACTOR shall install in-line fuse holder at bottom of each light pole in accordance with section 2920.26.
- Install bushings on all conduit ends, in junction boxes, and in street light poles.
- Grout the base of each pole and install a weep hole.
- All materials and workmanship associated with illumination along 11th and Alder shall conform to P.G.E. Schedule 32 specifications. Installation shall be approved by the City.
- CONTRACTOR shall ensure existing street lights along 11th and Alder remain operational during construction unless approved by the City.
- All new lights shall be P.G.E. Schedule 32 metered service and City owned and maintained.
- Contractor shall provide arc flash analysis and labeling according to NFPA 70E.

LEGEND

CABINETS

- (BMCL) Install base mounted service cabinet, 240 volt metered, for illumination systems per TM485 with circuits layout as shown on sheet IL-3.

POLES

- (LP/N) Install cobra head style light (N) with LED luminaire for roadway illumination. See Light Pole Table for offset and location.

LUMINAIRES

- (LED 1) Install Leotek GC1-30F-MV-NW-2-GY-350-HSS-PCR-WL LED fixture oriented over the roadway with a house side shield. Bond luminaire to pole grounding terminal

- (RX Lum) Existing luminaire to be removed by PGE

- (HS) Install flush house-side shield plate

- (PE) Install photoelectric control

JUNCTION BOXES

- (JB 1) Install 24"x13"x18" (min. dimension) precast concrete junction box

- (JB 2) Install 30"x17"x18" (min. dimension) precast concrete junction box

CONDUITS

- (S) Install (S=size) inch conduit

- (W) Install conduit, pull line, and wire as required by power company.

- (HDD) Install conduit by horizontal directional drilling, open trench not allowed

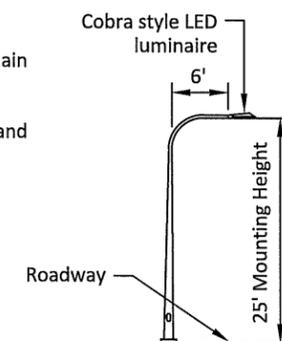
- (CR) Install conduit run into pole base. 1" PVC conduit with 3-#10 AWG wires, plus 3-#12 AWG wires in locations with photocells and a 1" PVC conduit with 1-#6 AWG ground wire (see wiring notes on Sheets IL-2 and IL-3)

WIRES

- (N/G) Install (N=number) No. (G=AWG wire size) type XHHW wires

- (G/S) Install one (G) gauge bare copper ground wire (S=size)

- (PL) Install poly pull line (500# minimum strength)



COBRA STYLE LIGHT DETAIL

SCALE: NTS



EXPIRES 6-30-17

SCALE	PLAN	HORIZ.	VERT.	DRAWN:	CHECKED:
1"=60'				JD	DG
BY/APP'D					
REVISION					
# DATE					
DAVID EVANS AND ASSOCIATES INC.					
Hillsboro OREGON					
PHONE: 503.681.6246 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089					
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS					
ILLUMINATION PLAN					
PROJECT NO. 10841 & 10842					
SHEET NO. IL					
FILE NAME: 10842-ILLUMINATION.DWG					
PLOT DATE: 3/15/2016					

LIGHT POLE SCHEDULE

Pole No.	Station	Offset	Offset Detail	Circuit #	Luminaire	Mounting Height	Pole Style	Arm Length	Notes
1	"E" 10+42.7	22.8' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
2	"E" 11+50.1	23.0' Lt.	A	2	1	25'	"COBRA"	6'	F, HS
3	"E" 13+14.9	23.3' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
4	"E" 14+54.6	23.5' Lt.	A	2	1	25'	"COBRA"	6'	F, HS
5	"E" 15+34.6	23.6' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
6	"A" 21+03.2	22.9' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
7	"A" 22+63.2	23.0' Lt.	A	2	1	25'	"COBRA"	6'	F, HS
8	"A" 24+21.1	23.1' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
9	"A" 24+91.6	23.0' Lt.	A	2	1	25'	"COBRA"	6'	F, HS
10	"A" 26+55.7	23.5' Lt.	A	1	1	25'	"COBRA"	6'	F, HS
11	"A" 28+16.2	23.3' Lt.	A	2	1	25'	"COBRA"	6'	F, HS
12	"A" 29+10.6	23.5' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
13	"A" 30+31.5	23.9' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
14	"A" 31+65.4	23.4' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
15	"A" 32+36.0	23.4' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
16	"A" 33+44.5	23.2' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
17	"A" 34+65.1	23.5' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
18	"A" 35+35.5	23.2' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
19	"A" 36+52.4	23.3' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
20	"A" 37+92.7	23.5' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
21	"A" 38+93.4	23.5' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
22	"A" 39+87.1	23.1' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
23	"A" 41+02.5	23.2' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
24	"A" 41+73.4	23.6' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
25	"A" 43+43.0	23.1' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
26	"A" 44+69.4	23.1' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
27	"A" 45+63.5	23.1' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
28	"A" 46+67.4	23.1' Lt.	A	3	1	25'	"COBRA"	6'	F, HS
29	"A" 47+84.5	23.2' Lt.	A	4	1	25'	"COBRA"	6'	F, HS
30	"A" 28+33.7	45.2' Rt.	A	5	1	25'	"COBRA"	6'	F, HS

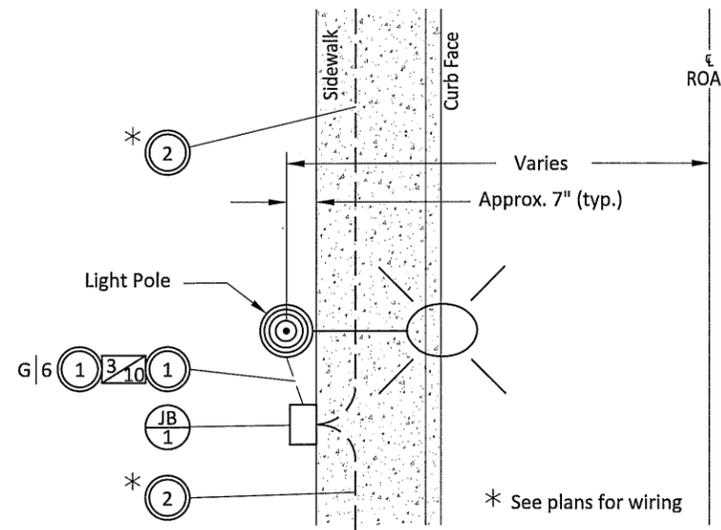
Notes:

- Offset measured from roadway centerline to center of pole
- M-C-2 = Medium-Cutoff-Type II
- Pole lengths shall be field verified before fabrication. Top of footing may be above or below roadway surface.
- F = Fixed base illumination pole with Utility Vault 5CL-LB-PGE. See detail this sheet for pole foundation requirements. Field verify all pole locations before installing foundations.
- Handholes are 0° from arm.
- HS = Install house side shield on LED fixture

LUMINAIRE SCHEDULE

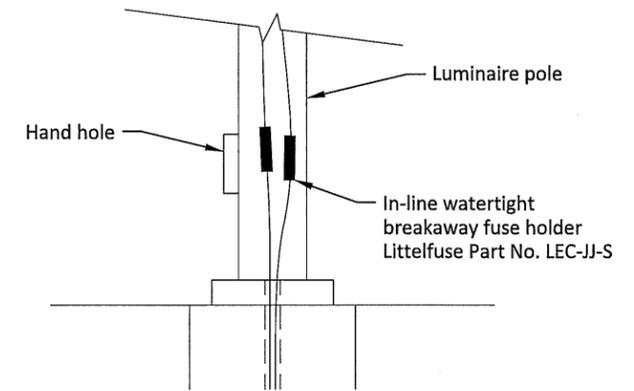
LUMINAIRE NUMBER	LUMINAIRE			WATTAGE	DRIVE CURRENT	INITIAL LUMENS
	LED's	TYPE	DISTRIBUTION			
1	30	LED	M-C-2	35	Adjustable*	3,800

*Driver is adjustable. Initial setting should be 350mA. Results in Light Level Summary Table are based on 350mA.



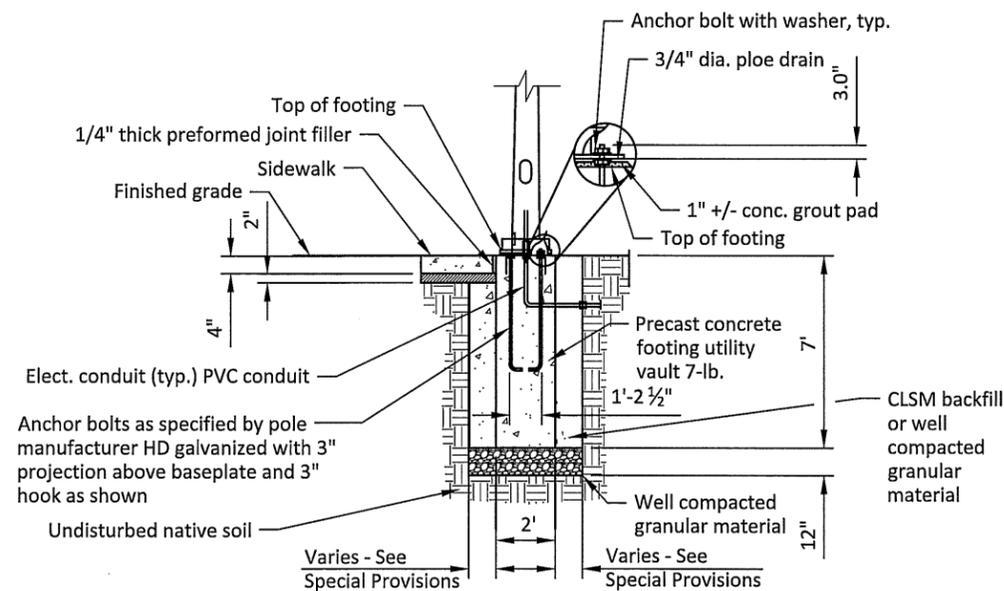
DETAIL A - TYPICAL STREET LIGHT (CURB - TIGHT SIDEWALK)

SCALE: NTS



INLINE FUSED DISCONNECT

SCALE: NTS



Notes:

- Street light J-box to be 3 ft. max. from pole.
- Anchor bolts require 3" projection above sidewalk for adjustment hardware.
- Protect/cover anchor bolts when concrete for sidewalk is placed.

LIGHT POLE FOOTING INSTALATION

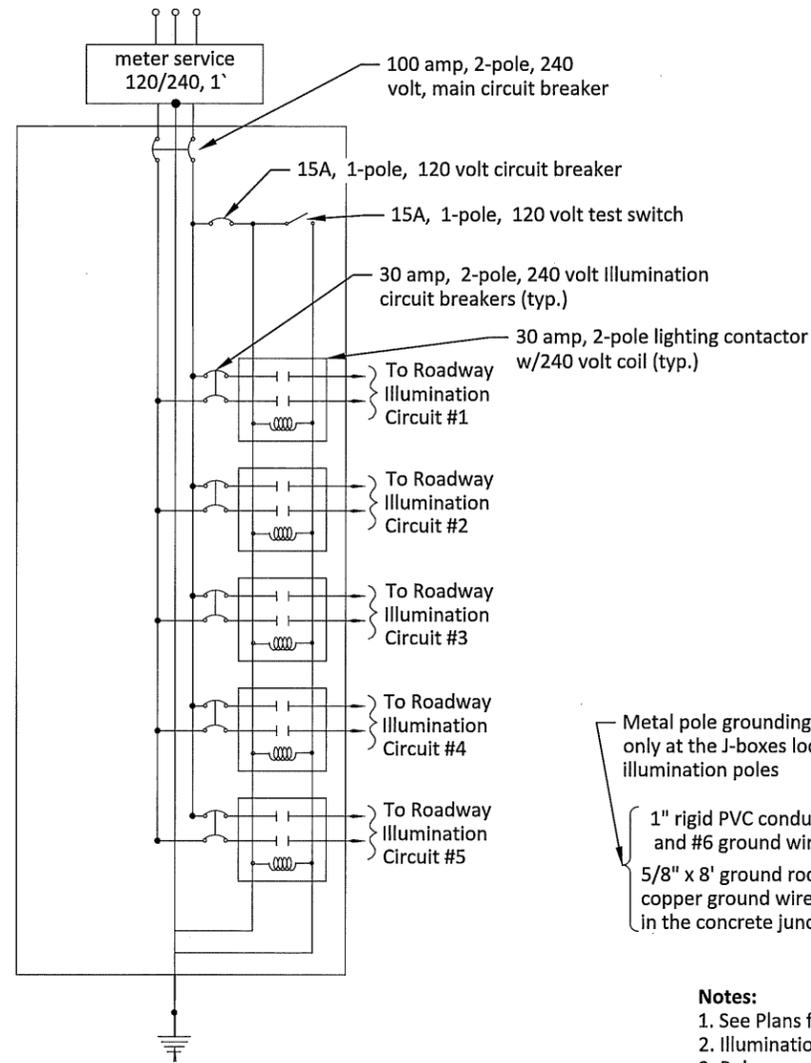
SCALE: NTS



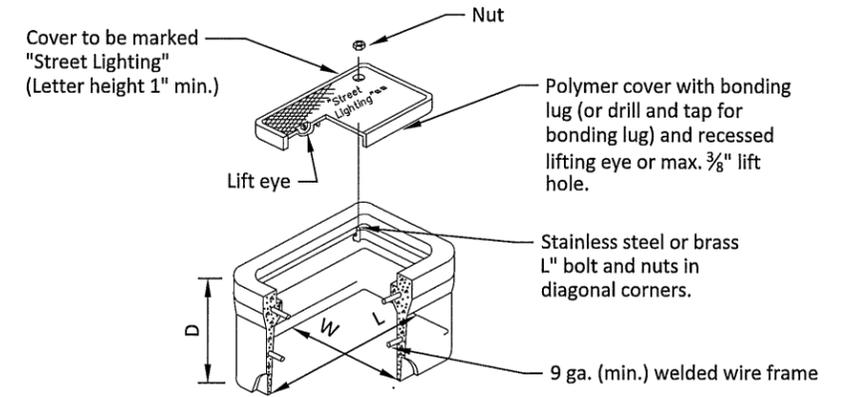
EXPIRES 6-30-17

SCALE	PLAN	HORIZ.	VERT.	DRAWN:	CHECKED:	DATE	REVISION
1" = 60'				JD	DG		
DAVID EVANS AND ASSOCIATES INC.							
Hillsboro OREGON							
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS ILLUMINATION PLAN							
PROJECT NO. 10841 & 10842 SHEET NO. IL-2							
PHONE: 503.681.6246 FAX: 503.681.6245 150 E MAIN ST 4TH FLOOR HILLSBORO, OR 97123-4089 PLOT DATE: 3/15/2016 FILE NAME: 10842-ILLUMINATION.DWG							

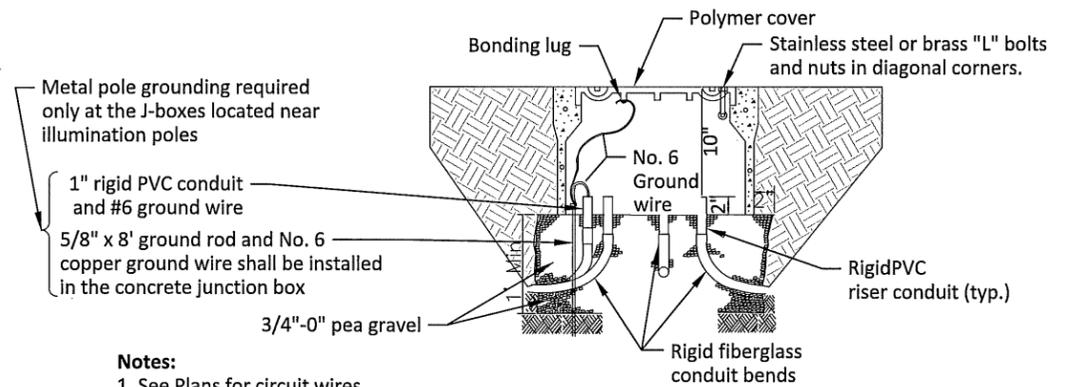
LIGHT LEVEL SUMMARY TABLE				
Segment or Intersection	Roadway or Intersection Classification	Design Lighting Results	Target Values	Light Loss Factor
11th between Maple & Alder	Local	Light Level: 0.51 fc Uniformity: 5.1:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
11th at Alder	Local/Local	Light Level: 0.80 fc Uniformity: 2.0:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
11th South of Alder	Local	Light Level: 0.49 fc Uniformity: 4.9:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder between 11th & 12th	Local	Light Level: 0.45 fc Uniformity: 4.5:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder at 12th	Local/Local	Light Level: 0.80 fc Uniformity 4.0:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
Alder between 12th & 13th	Local	Light Level: 0.42 fc Uniformity: 4.2:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder at 13th	Local/Neighborhood	Light Level: 0.86 fc Uniformity: 2.9:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
Alder between 13th & 15th	Local	Light Level: 0.55 fc Uniformity: 2.8:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder at 15th	Local/Local	Light Level: 0.80 fc Uniformity: 4.0:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
Alder between 15th & 16th	Local	Light Level: 0.59 fc Uniformity: 3.0:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder at 16th	Local/Local	Light Level: 0.80 fc Uniformity: 4.0:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
Alder between 16th & 18th	Local	Light Level: 0.60 fc Uniformity: 6.0:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95
Alder at 18th	Local/Local	Light Level: 0.80 fc Uniformity: 4.0:1	Light Level \geq 0.8 fc Uniformity \leq 4.0:1	0.95
Alder between 18th & 21st	Local	Light Level: 0.54 fc Uniformity: 5.4:1	Light Level \geq 0.4 fc Uniformity \leq 6.0:1	0.95



Located at SE Alder St./SE 13th Ave.
SERVICE WIRING DIAGRAM
 SCALE: NTS

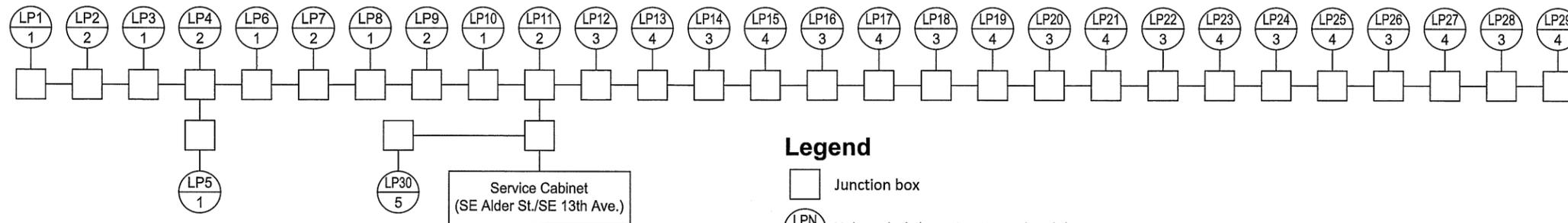


Not to be used in travel lanes, shoulders or areas exposed to traffic.
PRECAST CONCRETE ILLUMINATION JUNCTION BOX
 SCALE: NTS



Notes:
 1. See Plans for circuit wires.
 2. Illumination Circuits shall be spliced according to Section 02920.25
 3. Polymer concrete junction box cover, if used, is not required to be bonded.
 4. Metallic conduit, if used, shall be bonded and connected to circuit ground wires.
 5. Install bushings on all conduit ends in junction boxes and in street light poles.

CONCRETE JUNCTION BOX INSTALLATION (NEAR ILLUM. POLE)
 SCALE: NTS



Legend
 □ Junction box
 (LPN/C) Light pole (N) on circuit number (C)

CIRCUIT SCHEMATIC
 SCALE: NTS



SCALE	PLAN	HORIZ.	VERT.	DRAWN:	CHECKED:	BY/APP'D:
1" = 60'				JD	JD	DG
REVISION						
DATE						
#						
Hillsboro OREGON						
DAVID EVANS AND ASSOCIATES INC.						
PHONE: 503.681.6146 FAX: 503.681.6245						
150 E MAIN ST. 4TH FLOOR HILLSBORO, OR 97123-4089						
SE 11TH AVE. AND SE ALDER ST. CDBG SIDEWALK IMPROVEMENTS						
ILLUMINATION PLAN						
PROJECT NO. 10841 & 10842						
SHEET NO. IL-3						
EXPIRES 6-30-17						
FILE NAME: 10842-ILLUMINATION.DWG						
PLOT DATE: 3/15/2016						

