

# **City of Hillsboro**

## **2016/17 On-Call Concrete Services**



**Engineering Division  
150 E Main Street, Fourth Floor  
Hillsboro, OR 97123  
Phone: 503-681-6416**





City of Hillsboro, Oregon  
**Invitation to Bid**

**2016/17 On-Call Concrete Services  
ITB No. 10796**

<b>Bids Due:</b>	<b>Due Date and Time:</b> Not Later than 2:00:00 PM Pacific Time, <b>June 15, 2016</b> Bid Closing is the Due Date and Time shown above. Late Bids shall be rejected.  <b>First Tier Subcontractor Disclosure:</b> Not later than 4:00:00 PM Pacific Time, June 15, 2016	
<b>Submit Bids to:</b>	<b>City of Hillsboro</b> Rob Compton, Senior Engineering Technician Public Works – Engineering Division 150 East Main Street, Fourth Floor Hillsboro, OR 97123 All bid documents shall be submitted in hard copy to address above no later than the Due Date and Time. Electronic or e-mailed bids shall be rejected.	
<b>Contact:</b>	<b>Direct questions to:</b> ITB Contact: Rob Compton Email: <a href="mailto:rob.compton@hillsboro-oregon.gov">rob.compton@hillsboro-oregon.gov</a> Phone : 503-681-6254	<b>For copies of Documents:</b> Contact: Public Works Dept., Engineering Division Phone: 503-681-6146 Website: <a href="http://www.hillsboro-oregon.gov/PublicWorksITB">http://www.hillsboro-oregon.gov/PublicWorksITB</a>
<b>Request Deadline:</b>	<b>For all substitution, clarification and change requests as well as solicitation protests:</b> Not Later than 5:00:00 PM Pacific Time, <b>June 8, 2016</b>	
<b>Prevailing Wages:</b>	Not subject to prevailing wages.	
<b>Bidder Prequalification</b>	Bidder Prequalification is not required	
<b>Pre-bid Conference:</b>	No pre-bid conference will be held.	
<b>Public Bid Opening:</b>	A Public Bid Opening to be held at the following time and location: 2:00PM, Public Works – Engineering Division, 150 East Main St, Fourth Floor, Hillsboro, OR 97123	

## TABLE OF CONTENTS

### PART A:

SCHEDULE .....	3
ADVERTISEMENT.....	4
SECTION 1- SUMMARY AND INSTRUCTIONS TO BIDDERS.....	5
1.01. BRIEF SUMMARY OF THE WORK .....	5
1.02. IMPORTANT ITB EVENTS .....	5
1.03. BID REQUIREMENTS.....	6
1.04. CONTRACT REQUIREMENTS.....	7
1.05. AVAILABILITY OF ITB DOCUMENTS .....	7
1.06. ITB/PROJECT CONTACT .....	7
1.07. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; request for brand name/product substitution .....	7
1.08. OFFER FORMAT AND BID SUBMISSION.....	9
1.09. BID EVALUATION .....	11
1.10. PROTEST OF INTENT TO AWARD.....	12
1.11. INFORMATION TO BE PROVIDED BY THE SUCCESSFUL BIDDER: CONTRACT, BONDS AND INSURANCE .....	12
1.12. COMPLIANCE WITH LAW .....	13
1.13. MINORITY-OWNED, WOMEN-OWNED AND EMERGING SMALL BUSINESSES (MWESB).....	13
SECTION 2 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS .....	14
SECTION 3 - FORMS.....	15
3.1 BID FORM.....	15
3.2 FORM OF BID BOND .....	18
3.3 SUBSTITUTION REQUESTS.....	19
3.3A SUBSTITUTION REQUEST FORM.....	20
3.4 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM .....	21
3.5 BIDDER'S RESPONSIBILITY INFORMATION FORM.....	22
3.6 FORM OF AGREEMENT AND LIQUIDATED DAMAGES.....	26
3.7 FORM OF PERFORMANCE BOND.....	27
3.8 FORM OF LABOR AND MATERIAL PAYMENT BOND .....	28

### ATTACHMENT A: FORM OF CONTRACT

### PART B:

#### TECHNICAL SPECIFICATIONS AND DETAILS:

- 2016/17 ON-CALL CONCRETE SERVICES SPECIAL SPECIFICATIONS AND DETAILS

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

<b>ITB ISSUED</b>	<b>May 25, 2016</b>
<b><u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE</b>	<b>June 8, 2016</b>
<b>LAST ADDENDA ISSUED</b>	<b>NOT LATER THAN 72 HOURS PRIOR TO BIDS DUE</b>
<b>BIDS DUE</b>	<b>See Page 1</b>
<b>FIRST-TIER SUBCONTRACTOR DISCLOSURE</b>	<b>See Page 1</b>
<b>ANTICIPATED CONTRACT START</b>	<b>July 1, 2016</b>
<b>ANTICIPATED FINAL COMPLETION</b>	<b>June 30, 2017</b>

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

## ADVERTISEMENT

CITY OF HILLSBORO  
Public Works, Engineering Division  
Invitation to Bid (ITB)  
**2016/17 On-Call Concrete Services**  
**No. 10796**

Bids due and Bid Closing Date and Time: **June 15, 2016 2:00 PM**  
First Tier Subcontractor Disclosure due: **June 15, 2016 4:00 PM**

The City of Hillsboro seeks sealed bids from qualified firms able to provide the following:

This contract is for unanticipated on-call concrete repair services throughout the City of Hillsboro stemming from citizen complaints. The work consists of many different repair projects such as sidewalk panel replacement, curb or curb/gutter replacement, sidewalk ramp replacement with installation of truncated domes and residential and commercial driveway approaches. Each project will not exceed \$50,000. The City cannot guarantee any volume of work as a result of this ITB.

This work consists of furnishing all labor, equipment, and materials necessary to perform and complete each project including mobilization, insurance, traffic control and work zone protection, erosion control, saw cutting, excavation, removal and disposal of existing concrete, asphalt or other spoils, installation of any base rock, adjustment of utility boxes located in the proposed concrete, removal and/or replacement of mailboxes, restoration of any storm drainage and weep holes, restoration of any irrigation systems damaged, clean-up, grass seeding and/or bark dust.

There is no pre-qualification process for this ITB. A bidder responsibility form will be required as part of the process. Late bids will be rejected as non-responsive.

Sealed bids will be received by Rob Compton, Senior Engineering Technician at: 150 E. Main St, 4<sup>th</sup> Floor, Hillsboro, Oregon 97123. Questions about this ITB may be directed to the Contact: Rob Compton at 503-681-6254 or [Rob.compton@hillsboro-oregon.gov](mailto:Rob.compton@hillsboro-oregon.gov).

ITB documents may be obtained at <http://hillsboro-oregon.gov/PublicWorksITB>. Hard copy ITB documents may be obtained at 150 E. Main St, 4<sup>th</sup> Floor, Hillsboro, Oregon 97123, for \$10.00 (non-refundable) plus postage for mailing. This ITB is **not** subject to prevailing wage law.

The City of Hillsboro reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the City of Hillsboro that it is in the public interest to do so and at its sole option may waive any minor informalities in any bid.[ORS 279C365(1)].

**Please Publish:**

**Argus: May 25<sup>th</sup> and June 1<sup>st</sup>, 2016**

**Daily Journal: May 25<sup>th</sup> and June 1<sup>st</sup>, 2016**

**Hillsboro Chamber of Commerce**

**PART A:**

**SECTION 1- SUMMARY AND INSTRUCTIONS TO BIDDERS**

**1.01. BRIEF SUMMARY OF THE WORK**

A. The City requests sealed Bids to provide the following:

This contract is for unanticipated on-call concrete repair services throughout the City of Hillsboro stemming from citizen complaints. The work consists of many different repair projects such as sidewalk panel replacement, curb or curb/gutter replacement, sidewalk ramp replacement with installation of truncated domes and residential and commercial driveway approaches. Each project will not exceed \$50,000. The City cannot guarantee any volume of work as a result of this ITB.

This work consists of furnishing all labor, equipment, and materials necessary to perform and complete each project including mobilization, insurance, traffic control and work zone protection, erosion control, saw cutting, excavation, removal and disposal of existing concrete, asphalt or other spoils, installation of any base rock, adjustment of utility boxes located in the proposed concrete, removal and/or replacement of mailboxes, restoration of any storm drainage and weep holes, restoration of any irrigation systems damaged, clean-up, grass seeding and/or bark dust.

B. The City anticipates awarding a single contract for this work.

**1.02. IMPORTANT ITB EVENTS**

A. PRE-BID CONFERENCE

No pre-bid conference will be held.

B. RECEIPT OF BIDS

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

C. BID CLOSING

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

D. FIRST-TIER SUBCONTRACTOR DISCLOSURE

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

E. PUBLIC BID OPENING

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

**1.03. BID REQUIREMENTS**

<b>Bid Requirements Checklist</b>		
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**

This contract is ***not*** subject to Prevailing Wages.

##### **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:

#### **1.05. AVAILABILITY OF ITB DOCUMENTS**

ITB documents may be obtained through area plan centers and on the City's website at [www.hillsboro-oregon.gov/PublicWorksITB](http://www.hillsboro-oregon.gov/PublicWorksITB). Hard copy ITB documents may be obtained (\$10 non-refundable) or viewed at the City of Hillsboro, Public Works – Engineering Division, Hillsboro Civic Center, 150 E Main St, 4<sup>th</sup> Floor, Hillsboro, OR 97123.

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

#### **1.06. ITB/PROJECT CONTACT**

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

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

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

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

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

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

(b) ITB Number

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

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

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

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

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

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

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

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

F. PROTEST OF CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS: Any Bidder may submit a protest of solicitation terms and conditions, in writing, in accordance with 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 website and send to all parties on the plan holders list via fax and certified mail.

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

terms and conditions, Contract terms and conditions, or Specifications.

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

## 1.08. OFFER FORMAT AND BID SUBMISSION

### A. FORMS TO BE USED

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

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

### B. REQUIRED SIGNATURES

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

### C. NUMBER OF COPIES

Bidders shall submit one (1) original Bid.

### D. SEALED BIDS

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

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

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

### E. STATE OCCB REGISTRATION REQUIREMENTS

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

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

- (a) a Bid bond as set forth in Section 3,
- (b) an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
- (c) a certified check or cashier's check,

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

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

notification of intent to award a Contract, then the City may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

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

G. MODIFICATION OR WITHDRAWAL OF BID

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

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

H. DURATION OF BIDS

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

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

I. RESIDENT BIDDER

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

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

J. LIST OF FIRST-TIER SUBCONTRACTORS

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

K. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

- (a) The Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents.
- (b) The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- (c) The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

L. RESERVATIONS

1. The City reserves the following rights:

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

- (d) To reject Bids upon the City's finding that the Bidder:
  - i. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries
  - ii. Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
  - iii. Is not responsible.
- (e) To waive any informalities in Bids submitted.
- (f) In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
- (g) To return the Bid unopened, in the event only one Bid is received.

**M. ASBESTOS ABATEMENT**

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

**1.09. BID EVALUATION**

**A. BID EVALUATION CRITERIA**

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to 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 10 days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the City. The City contract form is provided as Part A, Attachment A. of this ITB. At the same time, the successful Bidder shall furnish City: a Performance Bond, a Payment Bond, and all required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the City, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

**B. CITY CONTRACT EXECUTION**

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

**C. FAILURE TO EXECUTE**

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

**D. JOINT VENTURE/PARTNERSHIP INFORMATION**

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

**1.12. COMPLIANCE WITH LAW**

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

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

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

**PART A:**

**SECTION 2 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

This section is not applicable to this ITB.

**PART A:**  
**SECTION 3 - FORMS**

**3.1 BID FORM**

**BID FORM (PAGE 1 OF 3)**

**CITY OF HILLSBORO, OREGON**

**INVITATION TO BID NO. 10796  
2016/17 ON-CALL CONCRETE SERVICES**

**The undersigned hereby certifies that Bidder: <Insert 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.



Bidder Name: \_\_\_\_\_

BID FORM (PAGE 3 OF 3)

**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 \_\_\_\_\_

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

### **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: City of Hillsboro, Public Works Department, Engineering Division

ITB NUMBER/TITLE: 2016/17 On-Call Concrete Services

#10796

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:

Form for Architect Approval with checkboxes for Approved, Not Approved, Approved as noted, Received too late, and fields for By, Date, and Remarks.

For use by: City Staff

Form for City Staff approval with checkboxes for Approved, Not Approved, Approved as noted, Received too late, and fields for By, Date, and Remarks.

**City of Hillsboro**

**3.4 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

TITLE/PROJECT NAME: 2016/17 ON-CALL CONCRETE SERVICES

ITB #: 10796

BID CLOSING DATE: **June 15, 2016**

TIME: 2:00PM

**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.

<b>Project Reference #1</b>
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:
<b>Project Reference #2</b>
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:
<b>Project Reference #3</b>
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 \$300 per day.

**City of Hillsboro**  
**3.7 FORM OF PERFORMANCE BOND**

**Bond No.** \_\_\_\_\_ **Bond Value: \$** \_\_\_\_\_ **Invitation to Bid No.** \_\_\_\_\_

Principal: _____	<b>Surety:</b> _____	<b>Obligee:</b> 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: _____	<b>Surety:</b> _____	<b>Obligee:</b> 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 _____
---	---

**ATTACHMENT A: FORM OF CONTRACT**



## TRADE SERVICES CONTRACT

This contract is between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and [REDACTED] ("Contractor").

**City and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:**

- 1. PURPOSE AND STANDARD OF SERVICES.** This contract sets forth the responsibilities and clarifies the relationship between the City and the Contractor.
  - 1.1.** All work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry, in accordance with industry standards. City's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at Contractor's expense.
  - 1.2.** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.
- 2. CONTRACT TERM.** The effective date is: [REDACTED], or upon final signature, whichever is later.
  - 2.1.** The expiration date is: [REDACTED], unless otherwise amended.
  - 2.2.** Passage of the contract expiration date shall not extinguish or prejudice the City's right to enforce this contract with respect to any default or defect in performance that has not been cured.
- 3. CONSIDERATION.** Contractor shall perform the work described in Attachment A (Contractor's Proposal/Scope of Work), in consideration for which City agrees to pay for the work in the manner as further described in this contract.
  - 3.1.** The maximum amount payable under this contract is \$ [REDACTED], unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior City approval; but City reserves the right to ratify and pay for such services in its sole discretion.
  - 3.2.** If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
  - 3.3.** Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the City Contract Administrator.



**5. SIGNATURES.**

**5.1. INTERGOVERNMENTAL COOPERATIVE AGREEMENT.** Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Hillsboro. Any estimated purchase volumes listed herein do not include other public agencies and the City of Hillsboro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

<p>Will your company participate in Intergovernmental Cooperative Purchasing?</p> <p>[ ] Yes            [ ] No</p> <p>If No, please explain on a separate sheet of paper.</p>
---

**5.2. PREFERRED METHOD OF PAYMENT:** The City's preferred method of payment is by check. Please ensure that your remit to address is correctly recorded with the city and the information is listed clearly on each invoice in addition to the contract number.

**5.2.1. NOTE:** Contract Number and the Name of the responsible Contract Administrator for the City of Hillsboro must be clearly displayed on the invoice document.

**5.3. CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS:** By my signature below, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225. ant that the Contractor is not in violation of any Discrimination Laws.



## STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **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 gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the City Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts. If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.
5. **Remedies Cumulative.** All rights and remedies of City and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.
6. **Severability/Waiver.** City and Contractor agree that, 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

## **7. Public Contracting Statutes.**

**7.1** All requirements of Oregon Revised Statutes Nos. 279B.220 through 279B.240, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:

- 7.1.2.** ORS 279B.220(1), Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
- 7.1.3.** ORS 279B.220(2), Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
- 7.1.4.** ORS 279B.220(3), Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished
- 7.1.5.** ORS 279B.220(4), Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation and;
- 7.1.6.** Contractor shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

### **7.2. Making Payments::**

- 7.2.1** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, 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 Contractor by reason of the Contract.;
- 7.2.2** The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims
- 7.2.3** The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee 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. (ORS 279B.230(1)).
- 7.2.4** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)).

**8. Independent Contractor.**

- 8.1.** Contractor shall perform the work required by this contract as an “Independent Contractor.” Although City reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by City relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2.** Contractor represents and warrants that Contractor is not an employee of the City, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the City, as those terms are used in ORS 30.260 et. seq.
- 8.3.** Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4.** Contractor agrees to immediately provide City notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without City’s written consent, any obligation of City to indemnify Contractor for any actions under this contract.

**9. Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the City.

**10. Failure to Perform.**

- 10.1.** The City may withhold funds if the contractor fails to perform the work or provide the products ordered in accordance with the specifications.
- 10.2.** The City may require additional work without any additional payments should the contractor fail to perform.
- 10.3.** The City may declare the contractor in default and terminate this contract.

**11. Termination.**

**11.1.** This contract may be terminated under the following conditions:

**11.1.1.** By mutual consent of both parties.

**11.2.2.** Contractor may terminate this contract upon a material default of City; however, Contractor must provide written notice to the City Contract Administrator and provide City with thirty days to cure the default.

**11.2.3.** City may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within seven calendar days or such other period as the City may authorize or require.

**11.2.** Upon receiving a notice of termination issued by City, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination.

**11.3.** In the event the City Council of the City of Hillsboro reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then the City may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, and Contractor agrees to abide by any such decision.

**11.4.** In addition to its other rights to terminate, the City may terminate this contract in whole or in part upon thirty days' notice to Contractor when it is determined to be in the best interests of the City. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the City from such winding down and cessation of services.

**11.5.** The rights and remedies of the City provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**11.6.** If this contract is terminated under subsections 11.3 or 11.4, City shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

**12. Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

- 13. Force Majeure.** Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
- 14. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The City's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

  - 14.1.** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)).
- 15. Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
- 16. Use of City Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform the services under this contract and shall have no right of access to any facility of the City without prior approval of City Contract Administrator. The City shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on City premises.
- 17. Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the City except on prior specific written authorization from the City Contract Administrator.
- 18. Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

**19. Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

**20. Warranties.** Contractor represents and warrants to City that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.

**20.1. Goods.** Additionally unless otherwise stated, all goods purchased or leased pursuant to this Price Agreement shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material design and manufacture to be in compliance with the specifications set out in the Contract including but not limited to quality, performance and health and safety specifications. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to Authorized Purchaser that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided

**20.1.1. Delivery.** Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud and Contractor's warranty obligations. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents.

**20.1.2. Inspection.** Goods furnished under this contract shall be subject to inspection and test by the Authorized Purchaser at times and place determined by the Authorized Purchaser. If the Authorized Purchaser finds goods furnished to be incomplete or not in compliance with solicitation specifications, the Authorized Purchaser may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the Authorized Purchaser, the Authorized Purchaser may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the Authorized Purchaser's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**20.1.3. Safety Data Sheet.** Contractor shall provide the City and Authorized Purchasers with a Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any goods provided under this Contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or mark such goods.

21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the City and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to City upon request and shall be considered the exclusive property of the City. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants the City a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the City or produced by Contractor under this contract.
23. **Insurance** Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project. **Workers' compensation**, Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance, with employer's liability with limits not less than \$1,000,000/\$1,000,000/\$1,000,000. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the City, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the City written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

- 23.1. Workers' Compensation and Employers' Liability Insurance.** Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.
- 24. Indemnification.** Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.
- 25. City Policies.** During the performance of this contract, Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work including obtaining a City of Hillsboro Business License or obtaining a METRO contractor's business license. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 26. Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
- 27. REQUIREMENTS FOR DOING ELECTRICAL WORK ON NEW OR EXISTING CITY FACILITIES:**
- 27.1** All contractors performing electrical work on City facilities must comply with all applicable requirements of the NFPA 70E Standards.
- 27.2** Unless the City determines in its sole discretion that a Contractor's attendance is not necessary, Contractors will be required to attend a Pre-Task Meeting with the Project Manager and Electrical Signing Supervisor or designee to discuss the hazards and safe work procedures for all electrical work to be performed on existing or new City facilities.

**27.3** If the work performed changes or alters the Arc Flash Analysis, contractor is required to provide an updated Arc Flash Analysis and any required labeling to the Facilities Operations Manager and the Department occupying the facility where the work was performed.

**27.4** In addition to the above, Contractors performing electrical Work must:

**27.4.1** Hold an electrical contractor license. This is a specialized license allowing a company to perform electrical Work. Oregon's Building Codes Division issues the electrical license.

**27.4.2** Hold a valid General Contractor's license or a Specialty Contractors License from the State of Oregon Construction Contractors Board.

**27.4.3** The person(s) actually installing or modifying any electrical system in accordance with the Work must possess a valid General Journeyman Electrical license issued by the State of Oregon.

**28. Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.



## **PART B: SPECIAL SPECIFICATIONS AND DETAILS**



**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

**1. Quantities of Contract Prices**

The quantities set forth in this contract are not guaranteed, but based upon historical usage and the right is reserved by the City to make such increases or decreases in the quantities as may be necessary to satisfactorily complete the work and within budget. Such modification will not entitle the contractor to renegotiate the unit prices. It is neither implied nor expressly agreed that the actual amount of work to be done and paid for will correspond therewith. The City reserves the right to choose the proposal which best meets the City's need, or to reject any or all proposals for good cause.

Actual payment for work done under this contract will be made at the unit prices set forth in the Contractor's proposal, which encompasses an "as completed" basis with passing inspection by the City of Hillsboro. The contractor shall bill the City on a "net 30 day" basis. Invoices should be itemized detailing the work completed at each address (or next closest address) and unit quantity of each job.

**2. Scope**

This contract is for unanticipated on-call concrete repair services throughout the City of Hillsboro stemming from citizen complaints. The work consists of many different repair projects such as sidewalk panel replacement, curb or curb/gutter replacement, sidewalk ramp replacement with installation of truncated domes and residential and commercial driveway approaches. Each project will not exceed \$50,000. The City cannot guarantee any volume of work as a result.

This work consists of furnishing all labor, equipment, and materials necessary to perform and complete each project including mobilization, insurance, traffic control and work zone protection, erosion control, saw cutting, excavation, removal and disposal of existing concrete, asphalt or other spoils, installation of any base rock, adjustment of utility boxes located in the proposed concrete, removal and/or replacement of mailboxes, restoration of any storm drainage and weep holes, restoration of any irrigation systems damaged, clean-up, grass seeding and/or bark dust.

**3. Time of Award and Completion**

The anticipated time of award for this contract is **June 27, 2016**. The contractor shall provide certificate of insurance prior to final award.

Work will be completed as requested by the City and completed within 30 days of each request. Contract time may be adjusted as needed due to unfavorable weather conditions. In the event that work is delayed, the contractor shall document the reason for the delay and submit a proposed schedule to the City for approval. The City has the right to prioritize work requests as necessary. This contract will expire on or before June 30, 2017 or at the City's discretion.

**All concrete repairs must be replaced within 7 calendar days of removal unless additional time is granted by the City in writing.** Consideration will be given for changes in weather conditions.

**4. Preconstruction Conference**

After the execution of the contract, but prior to the notice to proceed, a pre-construction conference between the contractor, all subcontractors, and the City shall be held at a mutually acceptable time at the City of Hillsboro Civic Center (150 E Main Street, Fourth Floor, Hillsboro, OR 97123).

**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

**5. Standard Specifications**

All work shall conform to the current City of Hillsboro *Design and Construction Standards*, the Oregon Department of Transportation *Oregon Standard Specifications for Highway Construction* (2015), and Clean Water Services *Design and Construction Standards for Sanitary Sewer and Surface Water Management* (June 2007). All traffic control, street signing and striping shall be in accordance with the *Manual of Uniform Traffic Control Devices (MUTCD)*, 2009 Edition and the *Oregon Temporary Traffic Control Handbook (OTTCH)*, December 2011. The documents referenced above are hereby made part of these specifications.

**6. Coordination of the Project**

The contractor shall be responsible for the overall coordination of the project. Cooperation among the various utilities, subcontractors, and surrounding property owners and businesses is necessary for the proper execution of the work.

The City of Hillsboro has a contract with a Tree arborist to trim or remove any existing trees. The contractor shall coordinate with Rob Compton at 503-681-6254 if any tree work is needed.

**7. Inspection**

The contractor is responsible to call in each new address as given by the City for inspection by contacting Rob Compton at 503-681-6254. The contractor shall coordinate with the City's Inspector to ensure that forms will meet ADA compliance. ***Inspections are required after the installation of forms and again at time of pour for finished product.*** The contractor is to give 48 hour advance notice for calling in inspections.

**8. Work Hours**

Work hours shall be Monday through Friday from 8:00am to 4:00pm. Traffic lane restrictions may be permitted and will be limited to the hours designated upon approval for each work area. No work is permitted on Saturdays, Sundays and all holidays. Hours of work may also be affected on those roadways abutting other agency roadways.

**9. Traffic Control**

Traffic control plans may be required at some locations and must be approved by the City in advance of the start of work. When traffic control is needed, the contractor shall provide adequate signing and/or Oregon certified flaggers to ensure the work zone is properly identified in compliance with the current edition of the *Manual of Uniform Traffic Control Devices*, 2009 Edition (MUTCD) and the *Oregon Temporary Traffic Control Handbook*, December 2011 (OTTCH).

All Oregon certified flaggers shall have:

- a. The mental and physical ability to provide timely, clear, and positive guidance.
- b. A sense of responsibility for safety of public and work crew.
- c. A neat appearance.
- d. A courteous but firm manner.
- e. Completed an approved work zone traffic control course within the past three (3) years and be able to provide evidence of completion to the Project Inspector upon request.
- f. Two-way radios with extra batteries.
- g. Shall not use personal cell phones while working on the job site.
- h. Shall be able to communicate effectively with the general public, Contractor, Project Inspector.

Work may also fall within Washington County or ODOT right-of-ways and will require permits to be obtained by the contractor. The City will pay any fees charged by said agencies for their permits.

**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

In special cases the City shall provide the contractor "NO PARKING" signs for use in posting streets in advance of any work. Streets may be posted "NO PARKING" between the hours of 8:00 AM and 4:00 PM. Signs shall be placed no less than thirty-six (36) hours, but no more than forty-eight (48) hours prior to commencement of work. These "NO PARKING" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., to be provided by the contractor. Signs shall be posted every 50 feet on both sides of the affected sidewalk. At the completion of all work, all "NO PARKING" signs shall be appropriately disposed of by the contractor. ***The contractor is hereby advised that this sign will not be enforced by towing of cars for this work.***

Thirty-six (36) hours prior to starting work on any given group of streets, the contractor is responsible for notifying the Washington County Consolidated Communications Agency (503-629-0111) of any traffic impairment. Notification shall include the exact location of work and the times when work will be performed, stating time of day and the date of work. A means of emergency access will be maintained at all times in all work zones.

Traffic Control shall be considered incidental and included in the appropriate line item(s) and shall include all labor, equipment, and materials necessary to coordinate and comply with current MUTCD, OTTCH and City standards.

**10. Work Zone Protection**

The contractor shall be responsible for the protection of all excavations, projections, and obstructions. Barricading shall be placed and maintained at all times in such a manner as to protect all workers and the general public. Barricading shall meet ADA requirements where appropriate. "Sidewalk Closed" sign shall be placed on a type II barricade. The Contractor shall erect and maintain all construction signs, warning signs, detours, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

**11. Access**

The contractor shall ensure that vehicular access is clearly maintained to all residences and businesses. The contractor shall make arrangements with individual property owners or businesses, as may be required to facilitate the work.

**12. Underground Utilities**

Utility locates is the responsibility of the contractor. Telephone numbers for utility notification:

Utility Notification Center	1-800-332-2344 or 811
City of Hillsboro	503-615-6509 (48 hours notice)

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

**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

**13. Erosion Control**

The contractor shall maintain a clean job site at all times. If the contractor is diligent, only basic appropriate erosion control measures will be necessary. In the event that the job site is not kept clean, the City will require the contractor to install additional erosion control measures as needed. Erosion Control measures shall apply to this project, per the "Erosion Control Plans and Technical Guidance Handbook." Copies are available through Clean Water Services (CWS).

- A. All catch basins, culverts, and ditch inlets require protection, per CWS standards.
- B. Construction activities shall not directly discharge into the public storm drainage systems. Pollutants such as sawcut slurries excavated and quarried materials, fuels, lubricants, bitumen's, and other harmful materials shall be promptly removed to prevent discharge into rivers, streams, or impoundments.
- C. The contractor shall take any additional measures required to ensure erosion control quality standards are achieved.

**14. Spoils**

All excavated material shall become the property of the contractor. The cost of excavation, hauling and dumping shall be incidental to the work. The contractor shall not stockpile spoils on the roadway or within the public right-of-way at any time during construction. All material shall be disposed of off-site in a legal manner. Any material spilled shall be cleaned up immediately. If the contractor fails to maintain a clean site, the city will require erosion control measures be installed at the contractor's expense.

**15. Concrete Repairs**

The contractor shall saw cut to the nearest joint on all concrete repairs prior to breaking up and removing material, taking care not to damage surrounding panels, irrigation, etc. Damage caused by contractor negligence shall be repaired at contractor's expense. Sawing shall be done in a manner to prevent excessive dust. Any slurry created by saw cutting shall be contained, removed from the site, and shall not come in contact with any wetland, waterway, or catch basins. All material removed shall become the property of the contractor and disposed of in a legal manner.

A copy of the batch ticket from the concrete truck will be given to the City Inspector on site at time of pour. The contractor shall provide adequate protection of freshly poured concrete to prevent vandalism. Any vandalism done to the new concrete work shall be removed and replaced at the contractor's expense.

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

- A. Concrete (PCC) Sidewalk Panel Replacement:** All sidewalks shall be a minimum of 3-1/2" thick with a minimum compressive strength of 3000 psi per attached City sidewalk detail. Select a mix design that will allow the sidewalk to be open to pedestrian traffic 48 hours after placing concrete. Concrete mix will be placed on a minimum of 2" of compacted 3/4" minus base rock.

Payment for removal and replacement of PCC sidewalk panels shall be on a square foot basis with saw cutting, excavation, removal and disposal, base rock, traffic control, adjustment of utilities, mailboxes, storm drainage and weep holes, restoration of any irrigation systems damaged, clean-up, and landscape restoration being considered incidental.

**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

- B. Concrete (PCC) Residential and Commercial Driveways:** Concrete driveways shall be removed to the nearest joint or shall be saw cut and replaced according to City of Hillsboro standards. Details are attached at the end of these specifications. All driveways shall be a minimum of 5-1/2" thick with a minimum compressive strength of 3000 psi. Construct driveways 18 feet and wider in two separate pours to maintain access to the property. ***Driveways shall be opened to light vehicle traffic within 5 days of placing concrete. This may require a high early concrete mix design.*** The sidewalk section of all driveways shall comply with current ADA regulations. Concrete mix will be placed on a minimum of 2" of compacted 3/4" minus base rock.

The curb in front of the driveways is included in the square footage quantity of the driveway removal and replacement item. Payment for removal and replacement of PCC driveways shall be on a square foot basis with saw cutting, excavation, removal and disposal, base rock, traffic control, adjustment of utilities, storm drainage and weep holes, restoration of any irrigation systems damaged, clean-up, and landscape restoration being considered incidental.

- C. Sidewalk Ramps w/Truncated Domes:** Sidewalk ramps will be removed and replaced with a new ramp to meet ADA standards, including the truncated dome standard at the locations as directed by the Engineer. Refer to the attached ODOT drawings for guidance on ADA requirements. The truncated domes shall be black cast in place Armor Tile truncated dome panels as manufactured by Engineered Plastics, or approved equal and installed per manufacturer's instructions.

The ramp areas to be replaced with a new ramp and truncated dome panel shall be removed to the nearest joint or shall be saw cut and may include curb/gutter. Some areas of sidewalk adjacent to the ramp removal/replacement will need to be removed (to the nearest joint or shall be saw cut) and replaced to better match existing sidewalk in eliminating any potential trip hazard.

Removal and replacement of any curb/gutter as part of the ramp replacement shall be considered incidental and included in the appropriate bid item. Some ramps will require a landscape retaining curb at the property line. The installation of this retaining curb is considered part of the ramp replacement and shall be considered incidental and included in the appropriate bid item.

Payment for removal and replacement of sidewalk ramps shall be on a per each basis with black truncated domes, saw cutting, removal, curb/gutter and landscape retaining curb/restoration being considered incidental. Payment for any additional concrete sidewalk replacement shall be per special specification 15A.

- D. Curb or Curb/Gutter:** Curbs or curb/gutters will be removed and replaced per attached City of Hillsboro standards at locations indicated by the Engineer or Inspector. Payment for removal and replacement of curb or curb/gutter shall be on a linear foot basis with saw cutting, removal and disposal, traffic control, storm drainage and weep holes, restoration of any irrigation systems, clean-up, and landscape restoration being considered incidental.

**16. Restoration**

The contractor shall restore all areas disturbed during construction, including existing landscaped areas and lawn areas. These areas shall be restored to an "as good or better" condition than existed prior to construction. Rocks and clods greater than 1/2" in size shall be removed and the area graded such that all areas flow smoothly into one another and produce positive drainage. Grass seed or bark dust shall be installed to match the adjacent landscaping.

The contractor shall also restore any additional damaged landscaping outside of the work area at the contractor's expense. The contractor is encouraged to take photos of existing conditions for restoration purposes. The contractor is responsible for protecting any existing irrigation systems. Any repairs necessary will be made at the contractor's expense.

All restoration shall be considered incidental and will not be paid as a separate bid item

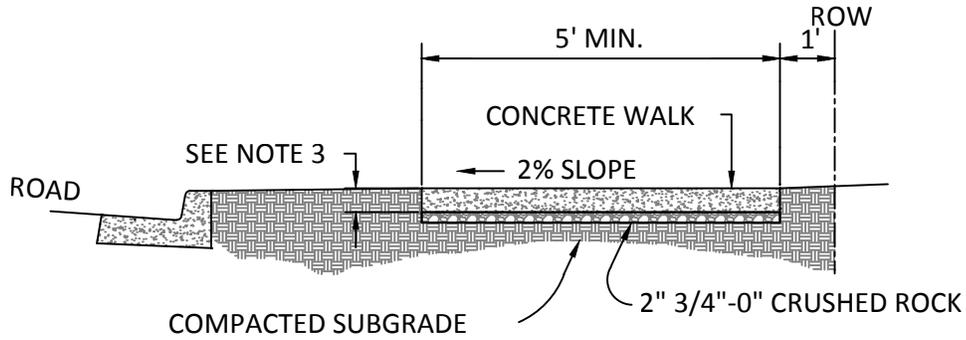
**SPECIAL SPECIFICATIONS**  
**2016/17 ON-CALL CONCRETE SERVICES**  
#10796

**17. Sanitary Facilities**

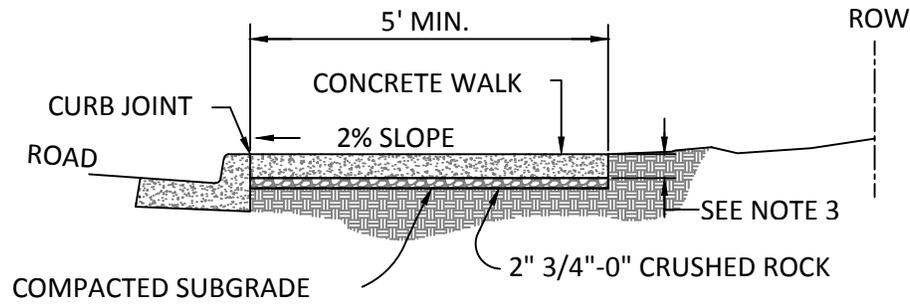
The contractor shall provide suitable sanitary facilities for its employees.

**18. Warranty**

The contractor shall warranty all work for one year from the date of acceptance/approval by the City for each individual location. Any defective work shall be rectified by the contractor in a reasonable timeframe. If the contractor fails to perform the warranty work within such period as the City determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting the contractor's obligations, City may perform such work and the contractor shall reimburse the City all costs of the same within ten (10) days of demand.



SIDEWALK LOCATED AT PROPERTY LINE



SIDEWALK LOCATED AT CURB

NOTES:

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



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

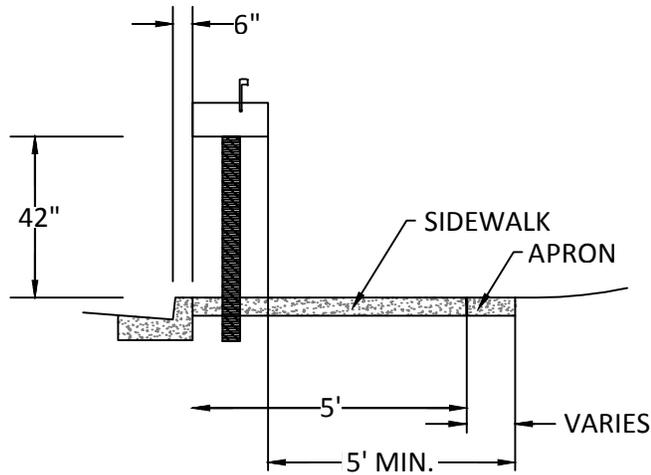
STANDARD SIDEWALK

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

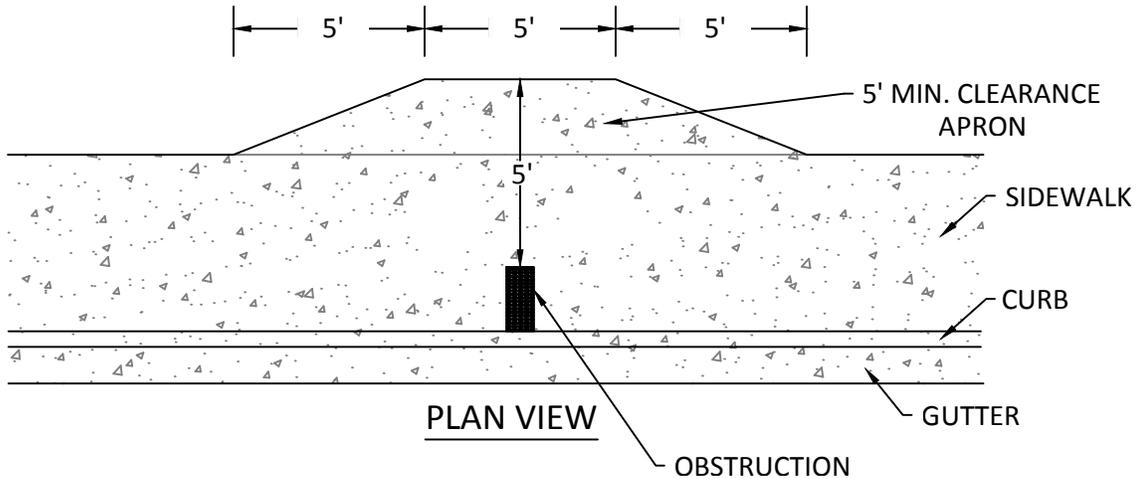
SHEET NO.  
**PW-080**  
 PROJECT NO.

FILE NAME: PW-080.DWG

PLOT DATE: 5/29/2013 4:56 PM



PROFILE VIEW



PLAN VIEW

**NOTES:**

1. USE THIS DETAIL FOR ALL SIDEWALK OBSTRUCTIONS INCLUDING MAILBOXES, LIGHT POLES, UTILITY POLES, ETC.
2. MAINTAIN MINIMUM 5' CLEAR ZONE AROUND ALL OBSTACLES.
3. INSTALL MAILBOXES IN ACCORDANCE WITH ODOT STANDARD DRAWINGS.
4. PERMANENT LOCATION OF MAILBOXES TO BE DETERMINED BY THE U.S. POSTAL SERVICE.
5. FACE OF MAILBOXES TO BE MOUNTED FLUSH WITH THE BACK OF CURB.
6. SIDEWALK EASEMENT OR RIGHT-OF-WAY DEDICATION MAY BE REQUIRED IF APRON EXTENDS ONTO PRIVATE PROPERTY.



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

SIDEWALK OBSTRUCTION  
SWING-AWAY APRON

FILE NAME: PW-090.DWG

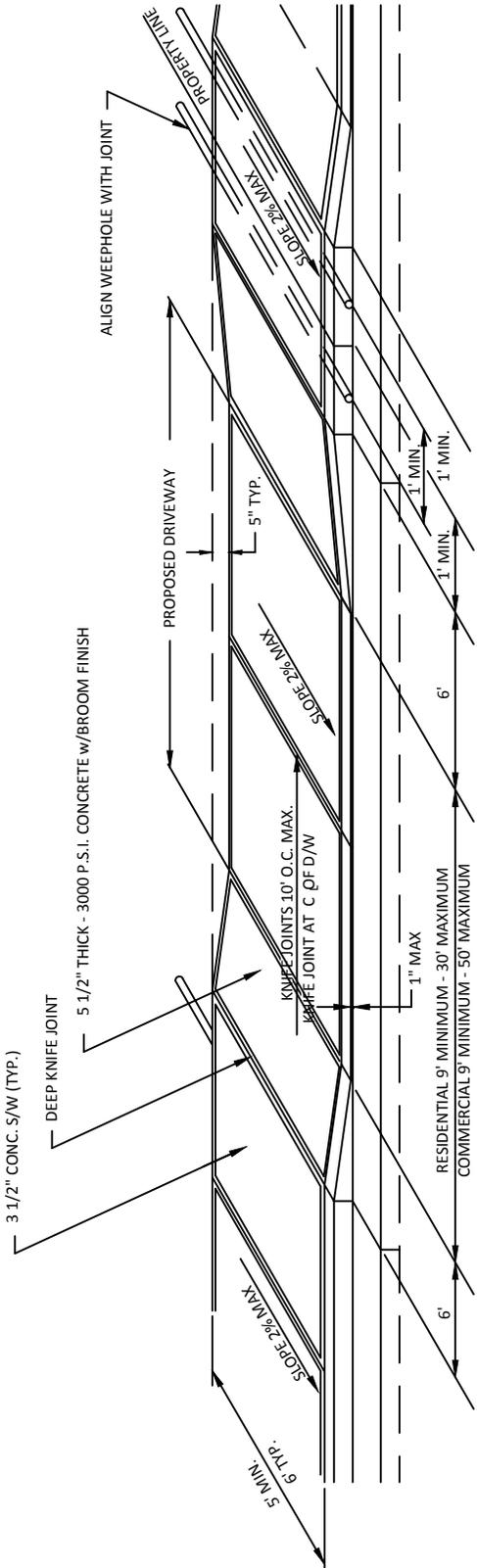
VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL  
DRAWING

IF NOT ONE INCH ON THIS SHEET,  
ADJUST SCALES ACCORDINGLY

SHEET NO.  
PW-090

PROJECT NO.

PLOT DATE: 5/14/2013 11:22 AM



**NOTES:**

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



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

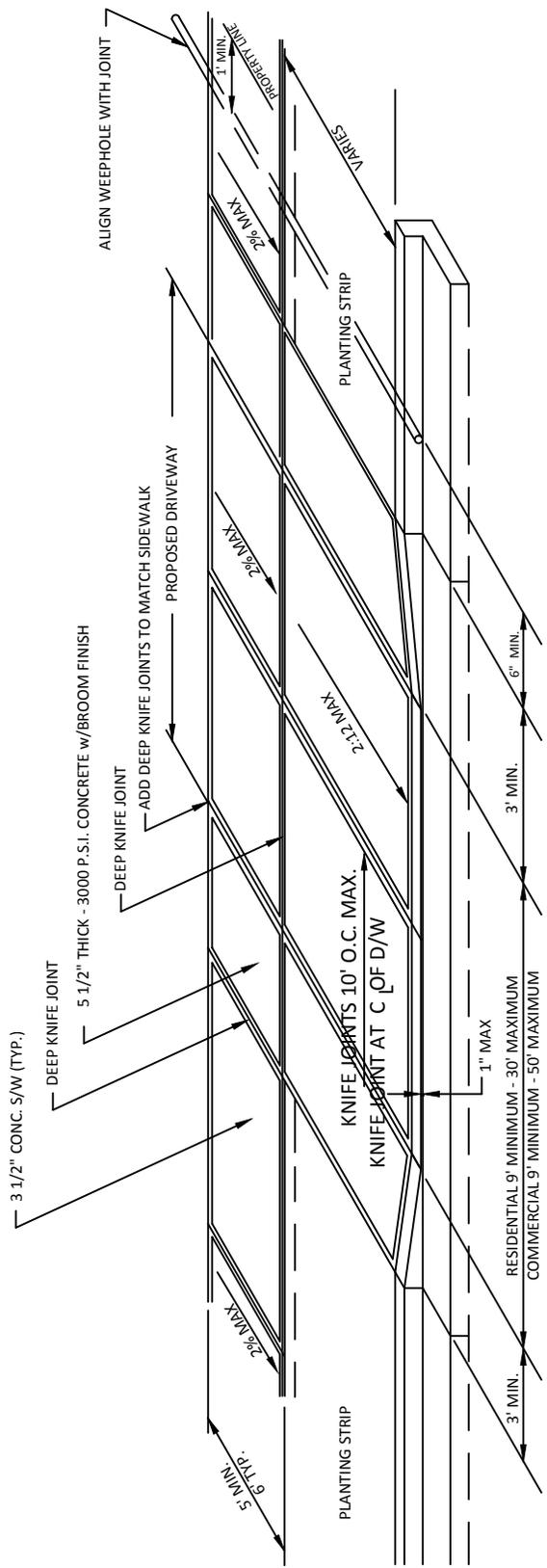
STANDARD DRIVEWAY  
 SIDEWALK LOCATED AT CURB

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

SHEET NO.  
 PW-030  
 PROJECT NO.

FILE NAME: PW-030.DWG

PLOT DATE: 4/19/2013 8:14 AM



**NOTES:**

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



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

**STANDARD DRIVEWAY**

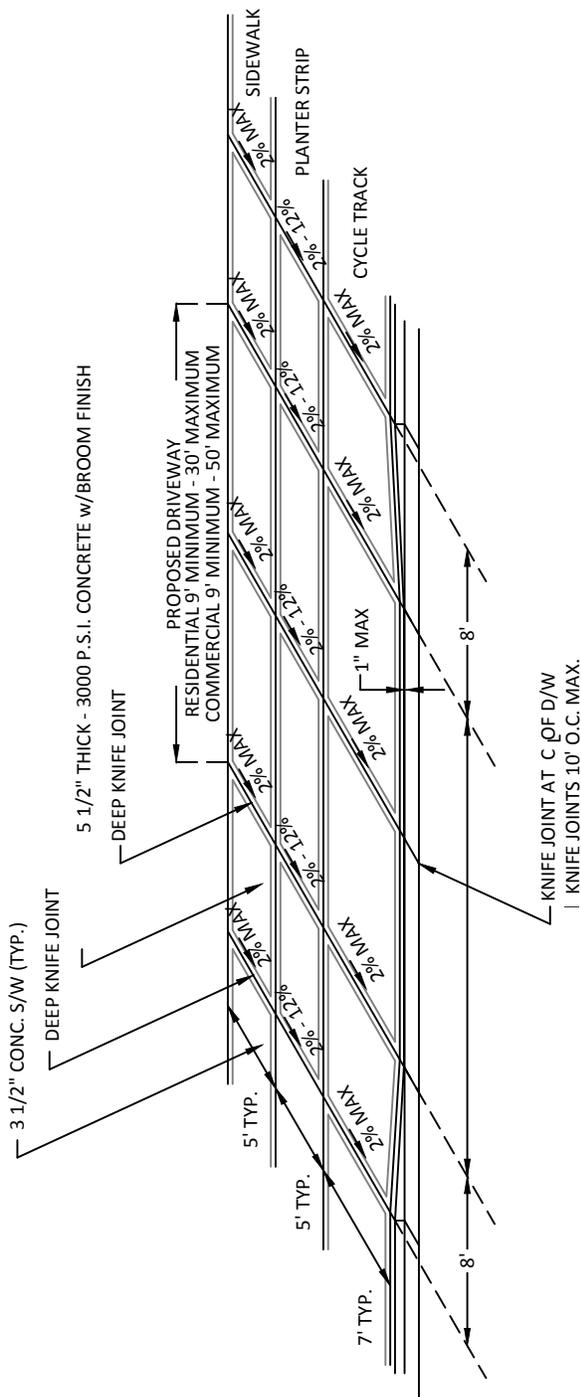
SIDEWALK LOCATED AT PROPERTY LINE

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

SHEET NO.  
**PW-040**  
 PROJECT NO.

FILE NAME: PW-040.DWG

PLOT DATE: 5/29/2013 4:07 PM



**NOTES:**

1. USE CONCRETE MIX WITH MINIMUM 3000PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. COMPACT SUBGRADE UNTIL FIRM AND UNYIELDING AND INSTALL A MINIMUM OF 2" OF COMPACTED 3/4"-0 AGGREGATE BASE ROCK.
3. SAWCUT ALL CONCRETE AND ASPHALT. REMOVE ENTIRE CURB OR CURB AND GUTTER FOR NEW DRIVEWAYS ON EXISTING STREETS..
4. INSTALL 24" TRUNCATED DOME PANEL ACROSS ENTIRE WIDTH OF SIDEWALK ON BOTH SIDES OF COMMERCIAL DRIVEWAYS. SEE DWG. RD-759 FOR ADDITIONAL TRUNCATED DOME REQUIREMENTS.
5. DRIVEWAY SHALL COMPLY WITH ALL ADA REQUIREMENTS.
6. ALIGN KNIFE JOINT OVER WEEPHOLE.
7. COMMERCIAL DRIVEWAYS MAY REQUIRE ADDITIONAL REINFORCEMENT.
8. SEE SIDEWALK DETAIL FOR FINISHING REQUIREMENTS.
9. WHEN REQUIRED CROSS SLOPE IS ABOVE MAXIMUM SHOWN, INCREASE CYCLE TRACK CROSS SLOPE.
10. SEE PW-30 FOR WEEPHOLE INSTALLATION DETAILS.



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

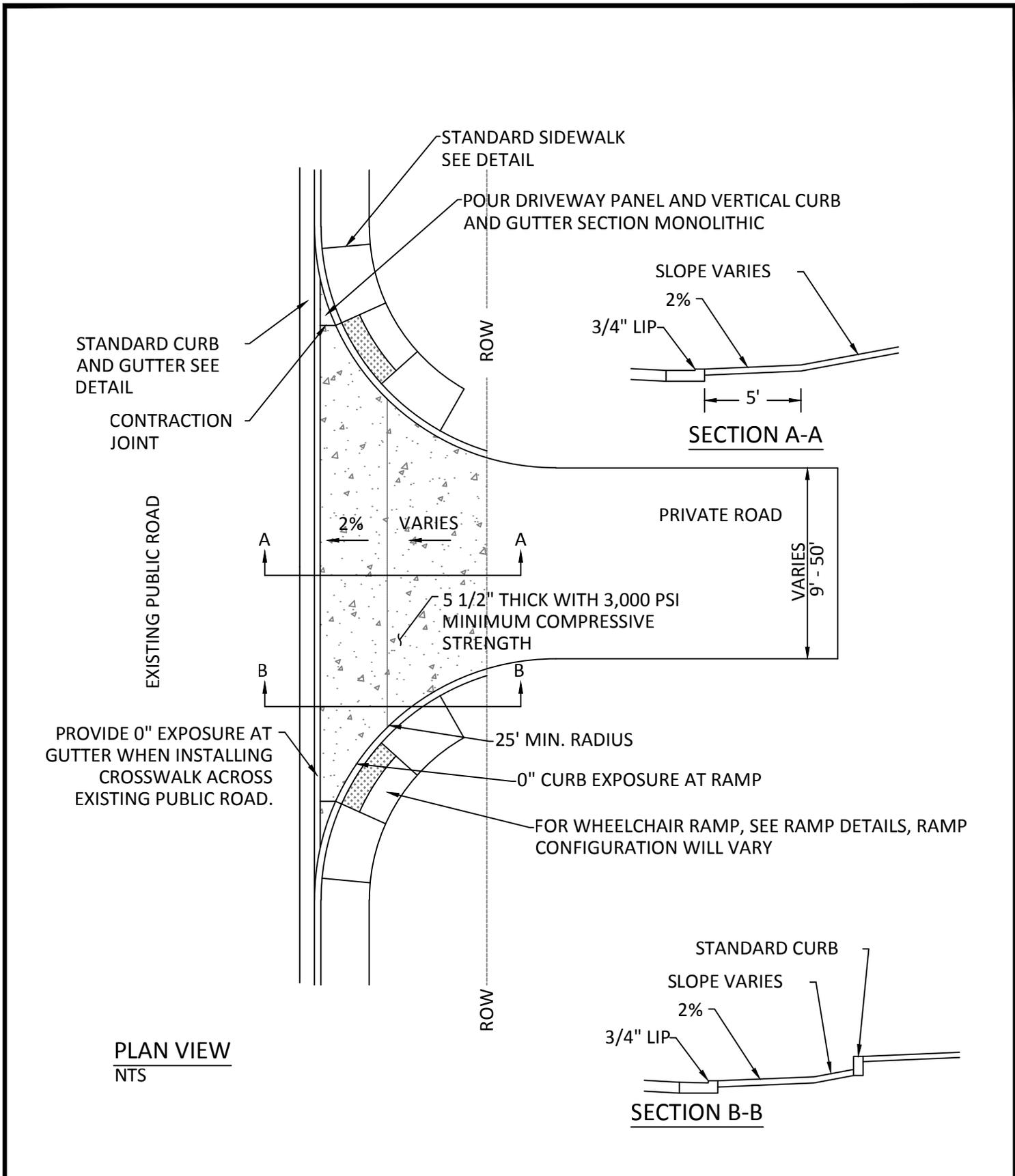
DRIVEWAY WITH CYCLE  
 TRACK CROSS SECTION

VERIFY SCALES  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHEET NO.  
 PW-031  
 PROJECT NO.

FILE NAME: PW-031.DWG

PLOT DATE: 4/19/2013 4:48 PM



PLAN VIEW  
NTS

SECTION A-A

SECTION B-B



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

PRIVATE DRIVEWAY

FILE NAME: PW-050.DWG

VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHEET NO.  
PW-050

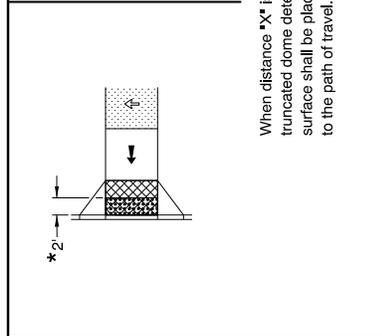
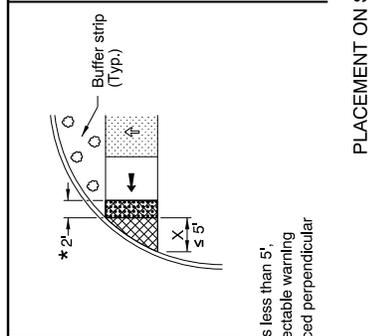
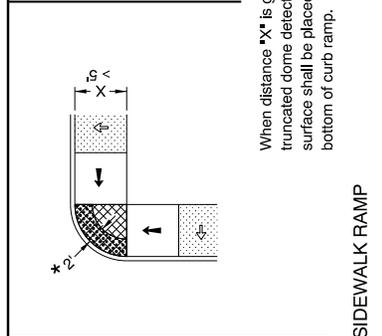
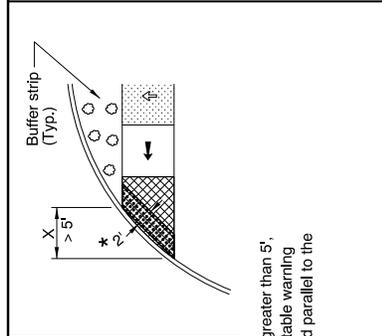
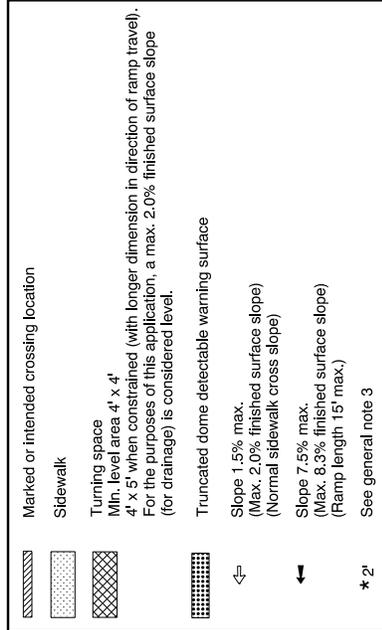
PROJECT NO.

PLOT DATE: 6/4/2013 4:51 PM



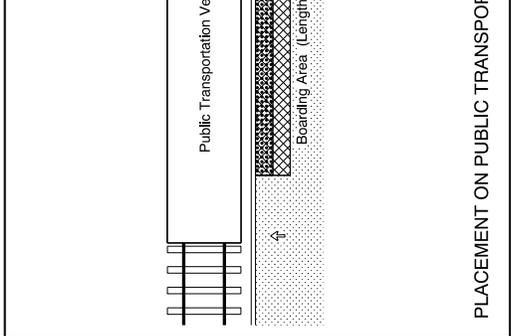
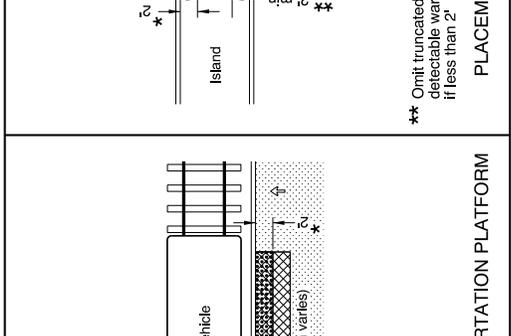
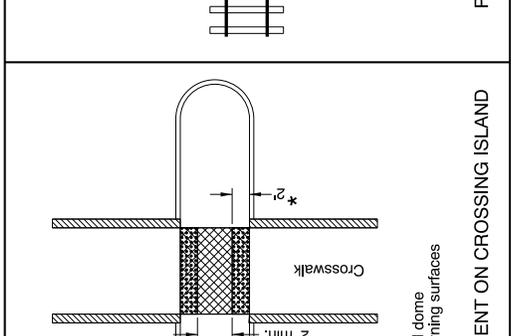
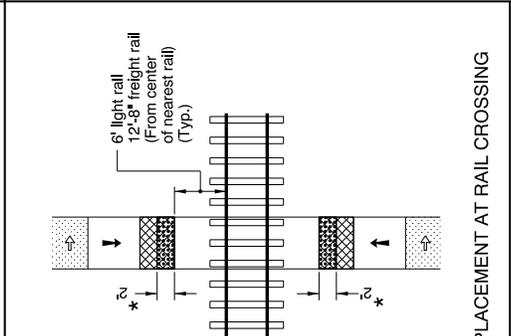
<p><b>OPTION A</b> PERPENDICULAR RAMP WITH LANDSCAPED BUFFER STRIP</p>	<p><b>OPTION D</b> DIAGONAL RAMP (FOR WIDE SIDEWALKS) Use in alterations only and when site constraints prohibit installing two ramps</p>	<p><b>OPTION E</b> DIAGONAL-PARALLEL RAMP (FOR SIDEWALK WIDTHS ≥ RADIUS) Use in alterations only and when site constraints prohibit installing two ramps</p>
<p><b>OPTION B</b> PERPENDICULAR RAMP (FOR WIDE SIDEWALKS)</p>	<p><b>OPTION C</b> PERPENDICULAR RAMP (FOR NARROW SIDEWALKS)</p>	<p><b>GENERAL NOTES FOR ALL DETAILS:</b></p> <ol style="list-style-type: none"> <li>1. Sidewalk ramp details are based on United States Access Board Standards.</li> <li>2. See Std. Drgs. RD700 &amp; RD701 for curbs. See Std. Drg. RD720 for sidewalks.</li> <li>3. See Std. Drgs. TM503 &amp; TM530 for crosswalk markings, widths, etc.</li> <li>4. See Std. Drg. RD755 for sidewalk ramp details.</li> <li>5. Tooled joints are required at all sidewalk ramp slope break lines.</li> <li>6. Sidewalk curb ramp slopes shown are relative to the true level horizon (Zero bubble) of throat of ramp only. For details not shown, see Std. Drg. RD759.</li> <li>7. 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 overlap the back of sidewalk. If overlapping occurs place an inlet at upstream side or perform other approved design mitigation.</li> </ol>
<p><b>OPTION D</b> DIAGONAL RAMP (FOR WIDE SIDEWALKS) Use in alterations only and when site constraints prohibit installing two ramps</p>	<p><b>OPTION E</b> DIAGONAL-PARALLEL RAMP (FOR SIDEWALK WIDTHS ≥ RADIUS) Use in alterations only and when site constraints prohibit installing two ramps</p>	<p><b>GENERAL NOTES FOR ALL DETAILS:</b></p> <ol style="list-style-type: none"> <li>7. Return curb may be provided in lieu of flared slope only if protected from cross travel by landscaping or fixed barrier.</li> <li>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.</li> <li>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.</li> <li>10. When 2 curb ramps are immediately adjacent as in Options B &amp; C, the curb exposure (e) between the adjacent side flares may range between 3" and full design exposure.</li> <li>11. Only use options allowed by jurisdiction.</li> <li>12. See project plans for details not shown.</li> <li>13. See Traffic Standard Drawings for signal pole and pedestrian pedestal details.</li> </ol>
<p><b>OPTION A</b> PERPENDICULAR RAMP WITH LANDSCAPED BUFFER STRIP</p>	<p><b>OPTION D</b> DIAGONAL RAMP (FOR WIDE SIDEWALKS) Use in alterations only and when site constraints prohibit installing two ramps</p>	<p><b>OPTION E</b> DIAGONAL-PARALLEL RAMP (FOR SIDEWALK WIDTHS ≥ RADIUS) Use in alterations only and when site constraints prohibit installing two ramps</p>
<p><b>NOTE: INSTALL BLACK TRUNCATED DOMES ON ALL CURB RAMPS.</b></p>	<p><b>Effective Date: June 1, 2016 - November 30, 2016</b></p>	<p><b>RD756</b></p>



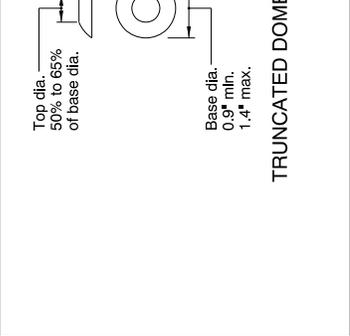
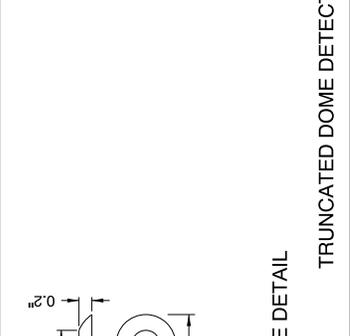
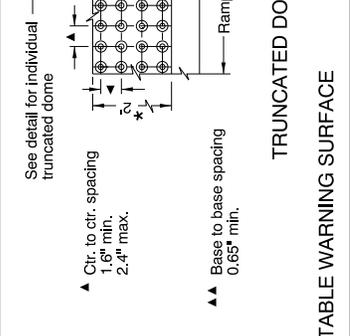
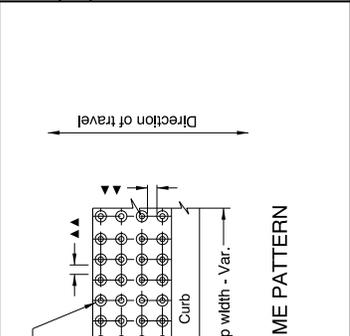


**GENERAL NOTES FOR ALL DETAILS:**

1. Truncated dome detectable warning surface details & locations are based on United States Access Board Standards.
2. See Std. Drgs. RD700 & RD701 for curbs. See Std. Drg. RD720 for sidewalks. See Std. Drgs. TM503 & TM530 for crosswalk markings, widths, etc. See Std. Drg. RD705 for islands.
3. Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of ramp only, unless otherwise shown. Arrange domes using square in-line pattern only. Color to be safety yellow if no color specified in construction note. All products on an installation to be identical.
4. Truncated dome detectable warning surface shall be used where the pedestrian access route meets the street, in the following locations:
  - a) Sidewalk ramps (See Std. Drgs. RD755, RD756, & RD757).
  - b) Crossing Islands (Accessible Route Islands), (See Std. Drg. RD710).
  - c) Rail crossings (See detail).
5. Where public transportation stations (rail, bus, etc.) use platform boarding, truncated dome detectable warning surface shall be placed along the full edge length of the station, when not protected by platform screens or guards.
6. Truncated dome detectable warning surface shall not be used on the following locations:
  - a) Midblock sidewalk transitions (See Std. Drg. RD756).
  - b) Standard concrete driveways (See Std. Drgs. RD725, RD730, RD735, RD740, RD745, & RD750).
  - c) Parking lots.
7. Only use details allowed by jurisdiction.
8. See project plans for details not shown.



CALC. BOOK NO. --- N/A ---	BASELINE REPORT DATE --- 15-JAN-2016 ---
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
<b>OREGON STANDARD DRAWINGS</b>	
<b>TRUNCATED DOME DETECTABLE WARNING SURFACE DETAILS &amp; LOCATIONS</b>	
2015	
DATE	REVISION DESCRIPTION
07-2015	REVISED NOTES
01-2016	REVISED AND NOTES



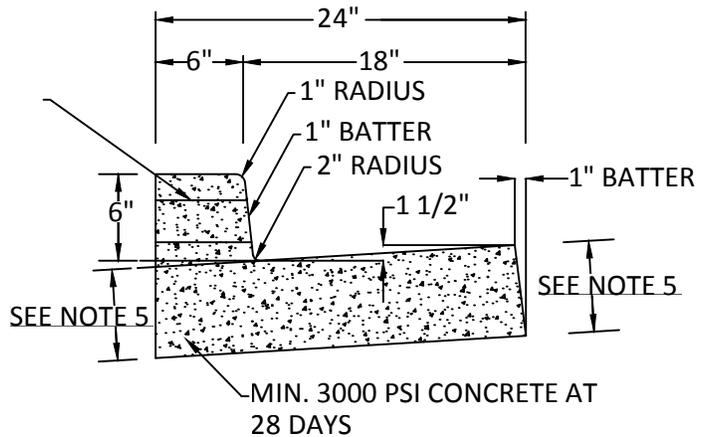
**Effective Date: June 1, 2016 - November 30, 2016** RD759

**NOTE: INSTALL BLACK TRUNCATED DOMES ON ALL CURB RAMPS.**

## CURB AND GUTTER

NTS

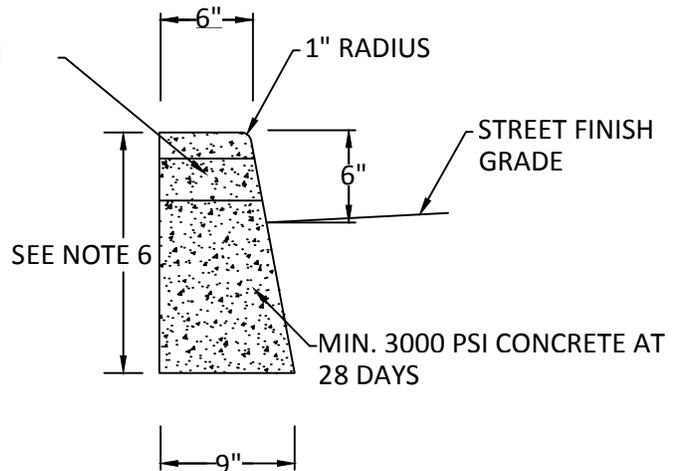
WEEPHOLE - 3" I.D. SCH 40 PVC OR EQUAL WITH  
COUPLING BEHIND BACK OF CURB



## STANDARD CURB

NTS

WEEPHOLE - 3" I.D. SCH 40 PVC OR EQUAL WITH  
COUPLING BEHIND BACK OF CURB



## NOTES

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



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

STANDARD CURB

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

SHEET NO.  
PW-070

PROJECT NO.

FILE NAME: PW-070.DWG

PLOT DATE: 6/4/2013 4:54 PM