

**CONTRACT DOCUMENTS**

**For the Construction of**

**DOWNTOWN STREET TREE REMOVAL &  
BRICK PAVERS REPAIR- PH.2**

**Project No. 2021-007-28**

**Bid No. 2022-06**

For The

**CITY OF WOODBURN**

Woodburn, Oregon

March 2022

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For Information regarding this project contact:

**Dago Garcia P.E.  
City Engineer  
Engineering Division  
City of Woodburn  
503.982.5248**



**CONTRACT AND BONDS**

**DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH.2**

**PROJECT No. 2021-007-28  
BID NO. 2022-06**

**CITY OF WOODBURN  
PUBLIC WORKS DEPARTMENT  
WOODBURN, OREGON**

ERIC SWENSON	MAYOR
DEBBIE CABRALES	COUNCIL WARD 1
ALI SWANSON	COUNCIL WARD 2
ROBERT CARNEY	COUNCIL WARD 3
SHARON SCHAUB	COUNCIL WARD 4
MARY BETH CORNWELL	COUNCIL WARD 5
BENITO PUENTE JR.	COUNCIL WARD 6



**CITY OF WOODBURN**  
PUBLIC WORKS DEPT. – ENGINEERING DIV.

**BID PACKAGE  
AND  
CONSTRUCTION SPECIFICATIONS  
FOR  
DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH.2**

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**CITY OF WOODBURN**

**DOWNTOWN STREET TREE REMOVAL & BRICK  
PAVERS REPAIR- PH.2**

**PART I**

**BID PREPARATION DOCUMENTS**

INVITATION TO BID  
INSTRUCTIONS TO BIDDERS





# INVITATION TO BID

## CITY OF WOODBURN

### DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH. 2

PROJECT No. 2021-007-28

BID No. 2022-06

Sealed bids for the *Downtown Street Tree Removal & Brick Pavers Repair – Phase 2* will be received by the City of Woodburn, OR at City Hall Annex, 190 Garfield St. until **2:00 PM, Wednesday April 20, 2022** and will thereafter be publicly opened and read.

Proposals shall be addressed to the City Engineer, City of Woodburn, 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project and the date and time of the Bid opening, and shall be clearly marked "**Bid No. 2022-06**", and Bidders shall indicate on the Form of Proposal that "*Bidder will comply with the provisions of Chapter 279C.800 through 279C.870, Oregon Revised Statutes*".

#### DESCRIPTION OF THE PROPOSED WORK:

The major part of the work will include: Prepare existing tree wells and plant 59 Street Trees in existing tree wells. Install 59 new frame and grates, repair irrigation and restore existing pavers.

Plans and specifications may be examined on or after **March 25, 2022** at the City Engineer's Office, 190 Garfield Street, Woodburn, OR and on line at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps> . Copies of the Contract Documents may be obtained from the City Engineer's Office upon deposit of a non-refundable fee of fifty dollars (\$50.00) for each set. Additionally, electronic plan sets are available for viewing and downloading on the Engineering Division's website at: <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps> and/or have been downloaded by the following plan centers.

*DJC Plan Center – Portland, OR  
Contractor's Plan Center – Clackamas, OR  
Salem Contractor's Exchange – Salem, OR*

Prospective bidders must attend a MANDATORY Pre-Bid Conference, and shall register 72 hours in advance by contacting George Kuznetsov by e-mail at [George.kuznetsov@ci.woodburn.or.us](mailto:George.kuznetsov@ci.woodburn.or.us). The Pre-Bid Conference will take place at the Project Site located at 106 Broadway Street, Woodburn, OR 97071 at 10:00 a.m. on **Wednesday, April 06, 2022**. If deemed appropriate by the Engineer, questions that cannot be addressed by direct reference to the bidding documents will be the subject of an addendum. **A BIDDER'S FAILURE TO ATTEND THE PRE-BID MEETING SHALL CAUSE ANY BID SUBMITTED BY THAT BIDDER TO BE DEEMED NON-RESPONSIVE AND THE BID WILL BE RETURNED UNOPENED.** Other interested parties (non-bidders) may attend but are not required. Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed pre-qualification forms or proof of pre-qualification shall conform to the Special Provisions. Only bids from pre qualified Bidders will be opened.

**No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board (CCB). The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project.**

Bidders on this project need not be licensed for asbestos handling pursuant to ORS 468A.720. Each bidder must indicate on the bid form whether they are a resident or nonresident bidder as defined in ORS 279A.120(b).

All proposals shall be made on the proposal forms. All proposals shall be accompanied by a Bid Bond, equal to ten percent (10%) of the total bid. Bid Bond shall be forfeited to the City if the Contractor fails to execute the contract within 7-days after acceptance of the bid and award of the Contract.

**Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidders first-tier subcontractors. The bidder shall provide the information as required on City of Woodburn first-tier disclosure form, provided in the contract documents.**

At the discretion of the Project Manager Addenda(um) and Contract clarifications shall either be posted on the City, Engineering Division website and/or delivered to Plan Holders via email. Potential Bidders should check the website on a daily basis the last week before the Bid Opening date. Website can be found at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>. Addenda must be signed and submitted with the Proposal to be considered a responsive bid offer.

Contract award is expected to be made by the City Council on **May 09, 2022** the City of Woodburn reserves the right to reject any and all bids not in compliance with prescribed bidding procedures and requirements, and may reject for good cause any and all bids upon a finding of the Agency if it is in the public interest to do so. The three (3) lowest bidders may not withdraw or modify his bid prior to the lapse of 35-days after the bid opening.

For further information on this project please contact:

Dago Garcia P.E., City Engineer

P 503.980.2429

F 503.982.5242

Dago.Garcia@ci.woodburn.or.us

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Heather Pierson  
City Recorder  
City of Woodburn, OR 97071

**INSTRUCTIONS TO BIDDERS**

**BID #2022-06**

**1. GENERAL:**

- A. SPECIFICATIONS – The Specifications that is applicable to the Work on this Project is the 2021 edition of the “Oregon Standard Specifications for Construction” and as modified by Special Provisions.
- B. This is a formal procure. Faxed bids will not be accepted.
- C. Bidding requirements and obligations shall comply and conform to Part 00100 of the General Conditions of the Standard Specifications or as modified by the Special Provisions or herein.

**2. SECURING CONTRACT DOCUMENTS:**

- A. Copies of the Contract Documents are available online at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps> and at the Public Works Department - Engineering Division, located at:

City Hall Annex  
190 Garfield Street  
Woodburn, OR 97071.

- B. Questions regarding bidding, materials or technical requirements should be directed to the Project Manager at:

Dago Garcia, PE, City Engineer  
190 Garfield St.  
Woodburn, OR 97071  
Phone: 503.982.5248  
Email: [dago.garcia@ci.woodburn.or.us](mailto:dago.garcia@ci.woodburn.or.us)

- C. Bidder is responsible for completing and returning all page(s), attachment(s) which require a response.
- D. Plan Holder’s List – An electronic copy of the “Plan Holders List” is provided on the Agency website and will be periodically updated. Contractors, suppliers and others wishing to be added to this list should contact the Project Manager as identified in 2.B.
- E. Project Notifications – Addenda, clarifications, etc. shall be posted on the Agency website and are the responsibility of the Contractor to download before submission of bids. Contractor shall sign and submit with offer all Addenda associated (posted on website) with the project.

**3. PROJECT FINANCING:**

- A. This project is financed and paid for by the City of Woodburn.
- C. The Engineer's cost estimated range for the construction of this project is between \$50,000 and \$100,000.

- D. The applicable BOLI prevailing wage rates are included with the Special Provisions. Applicable link is as follows:  
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>  
and listed as “Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2022”, including any amendments thereto.

**4. CONSTRUCTION AGREEMENT**

- A. The construction contract between Owner and Contractor shall be provided by The City of Woodburn. A sample Agreement is included in these documents.

**5. PREBID CONFERENCE:**

- A. Prospective bidders must attend a MANDATORY Pre-Bid Conference, and must register 72 hours in advance by contacting George Kuznetsov by e-mail at [George.kuznetsov@ci.woodburn.or.us](mailto:George.kuznetsov@ci.woodburn.or.us). The Pre-Bid Conference will take place at the Project Site located at 429 N Front Street, Woodburn, OR 97071 at 10:00 a.m. on Wednesday, **April 06, 2022**.

**6. AWARD OF THE CONTRACT:**

- A. Award of the Contract, by the Contract Review Board (City Council), will be by recommendation of the Public Works Department, based on the lowest cost offer of the responsive and responsible Bidder in accordance with Section 00130 of the Oregon Standard Construction Specifications and all modifications by Special Provisions.

**7. TIME OF COMPLETION AND WORKING HOURS:**

- A. All project work shall be completed within ninety (60) calendar days after the dated ‘Notice to proceed’.
- B. Working hours are Monday through Friday between 7:00am and 7:00pm.

**CITY OF WOODBURN  
DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH.2**

**PART II  
BID FORMS**

CERTIFICATION PAGE  
FORM OF PROPOSAL  
FIRST TIER SUBCONTRACTORS DISCLOSURE FORM  
BID SUBMITTAL CHECKLIST



## CERTIFICATION PAGE

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

### RESIDENCY INFORMATION

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120 (1)(b)].

Check one: Bidder is a  RESIDENT bidder  NON-RESIDENT bidder.

### CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Form of Proposal, 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.

### CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

### VERIFICATION OF RESPONSIBILITY

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Woodburn. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

### DRUG TESTING POLICY CERTIFICATION

#### DRUG-TESTING POLICY CERTIFICATION:

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract. [ORS 279C.505J





**BID PROPOSAL**  
**DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH.2**

Honorable Mayor and City Council  
City Hall  
Woodburn, Oregon 97071

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Bidder further agrees to complete construction of all work in all respects in accordance with the Special Provisions incorporated herein.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit set under Specifications of this document or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Woodburn, Oregon, using the rate formula outlined in the Special Provisions, and not less than \$150.00 per day, until the work shall have been finished, as provided by the Contract Documents.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is declared that the Bidder will comply with all the provisions of ORS 279C.800 through 279.870, Oregon Revised Statutes. The workmen on the project will be paid not less than the prevailing rates of wages.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the

bid security in the sum of:

(In Words): \_\_\_\_\_

(In Numbers): \$ \_\_\_\_\_

deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

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

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Agents Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

The address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: \_\_\_\_\_ doing business at:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

## BID PROPOSAL

### DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR- PH.2

CITY OF WOODBURN					
Downtown Street Tree Removal & Brick Pavers Repair - Ph. 2					
PROJECT No. 2021-007-28					
ITEM No.	BID ITEMS	UNITS	QUANTITIES	UNIT COST	TOTAL COST
1	Mobilization & Bonding	LS	1		
2	Temporary Traffic Control	LS	1		
3	Erosion Control Plan	LS	1		
4	Street Tree Planting	EA	59		
6	Brick Paver Restoration	SF	1500		
7	Frame & Grate Installation	EA	59		
8	Irrigation Installation and/or Repair	EA	59		
<b>TOTALS</b>					

Bidders shall modify the Technical Specifications as follows:

**1. Delete “Measurement & Payment” Sections in the Technical Specifications and replace with the following:**

- A. Mobilization & Bonding: Measurement for this bid item will be on a “percent complete” basis. Payment of this bid item will be made on the “lump sum” price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with mobilization/demobilization activities and bonding per local, state, and federal requirements, as applicable.
- B. Temporary Traffic Control: Measurement for this bid item will be on a “percent complete” basis. Payment of this bid item will be made on the “lump sum” price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with temporary traffic control activities and requirements through the entire duration of the project per local, state, and federal requirements, as applicable.
- C. Street Tree Planting: Measurement for this bid item will be on the “each basis”. Payment of this bid item will be made on the “each” price amount listed in the Bid Proposal form and will be payment in full for all planting activities and requirements as described herein. Planting tree will include preparing existing tree well site for new tree by removing sufficient amount of existing roots and plant material to establish the new tree. Amending soil if needed. Plant specified street tree (provided by City of Woodburn) in existing tree well. Install tree anchor or support system. Install root barrier. Install bark mulch leaving a space of at least 6-inches from top of mulch to bottom of new grate. All materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.
- D. Irrigation Installation and/or Repair: Measurement for this bid item will be on the “each basis”. Payment of this bid item will be made on the “each” price amount listed in the Bid Proposal form and will be payment in full for all installation and/or repair activities and requirements as described herein.  
Install or restore deep root irrigation system. All materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.
- E. Frame and Grate Installation: Measurement for this bid item will be on the “each basis”. Payment of this bid item will be made on the “each” price amount listed in the Bid Proposal form and will be payment in full for all installation activities and requirements as described herein.  
Install (provided by City of Woodburn) steel frame and place cast iron grate. All materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.
- F. Brick Paver Restoration: Measurement for this bid item will be on “square foot”. Payment of this bid item will be made on the “square foot” price amount listed in the Bid Proposal form and will be payment in full for all restoration activities and requirements as described herein.  
Pickup brick pavers from City storage facility. Restore brick pavers and top sand. All materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder Title (If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Title \_\_\_\_\_

Construction Contractor's Board No. \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
*Initial* "Bidder will comply with the provisions of (ORS) 279C.800 through 279C.870  
(Oregon Revised Statutes)

*In accordance with ORS 279A.120(b) and as specified in the Invitation to Bid, I hereby affirm that I [ ] am [ ] am not (check appropriate box) a "resident bidder". Resident Bidder means a bidder that has paid unemployment taxes or income taxes to the State of Oregon during the 12-month period preceding submission of this bid and has a business address in this state.*

Attest: \_\_\_\_\_  
Bidder



**CITY OF WOODBURN, OR**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME:	<b>Downtown Street Tree Removal &amp; Brick Pavers Repair - Ph. 2</b>		
PROJECT No:	<b>2021-007-28</b>	BID No:	<b>2022-06</b>
BID CLOSING DATE:	<b>April 20, 2022</b>	TIME:	<b>2:00 PM</b>
DISCLOSURE DEADLINE DATE:	<b>April 20, 2022</b>	TIME:	<b>4:00 PM</b>

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date with in two working hours after the advertised bid closing.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no subcontractors that need to be disclosed. (IF NEEDED, ATTACH ADDITIONAL SHEETS.)

	<u>NAME</u>	<u>DOLLAR VALUE</u>	<u>CATEGORY OF WORK</u>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

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

- a. 5% of the total contract price or \$15,000 (including all alternates), whichever is greater; or
- b. \$350,000.00 regardless of the percentage of the total Contract Price.

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

**Form Submitted by (Bidder Name):** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_  
**Deliver Form to Agency:** \_\_\_\_\_ CITY OF WOODBURN  
**Person Designated to Receive Form:** \_\_\_\_\_ CITY ENGINEER  
**Agency's Address:** \_\_\_\_\_ 190 Garfield Street, Woodburn, OR 97071

**UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION,  
THIS DOCUMENT SHALL NOT BE FAXED.**





## **BID SUBMITTAL CHECKLIST**

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The following is a checklist of the items that shall be submitted with the Bidder's bid Proposal

- Prequalify min 3 days prior to bid date <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>
- Form of Proposal
- Bid Bond
- First Tier Subcontractor Disclosure Form (Submit within two hours after bid opening time)
- Certification Page
- Addendum(s)



**CITY OF WOODBURN  
DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR – PH.2**

**PART III**

**CONTRACT FORMS**

CERTIFICATE OF LIABILITY INSURANCE – (Sample)

CONSTRUCTION AGREEMENT – (Sample)

NOTICE OF AWARD – (Sample)

PREFORMANCE BOND FORM

PAYMENT BOND FORM

MAINTENANCE AND WARRANTY BOND FORM

NOTICE TO PROCEED – (Sample)



## CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "CONTRACTOR" and the CITY OF WOODBURN, an Oregon Municipal Corporation, hereinafter called "City" or "Owner".

The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Advertisement of Bids, Contractor's signed Proposal, information to bidders, special specifications, general conditions, standard specifications, general specifications, and plans and Addendum Nos. \_\_\_\_\_ for said improvement, which Contract Documents by this reference are made a part of this agreement.

Said improvement shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within time extended, the City will suffer liquidated damages as specified in the Contract Documents, which liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents. The contract amount, as approved by the Council on \_\_\_\_\_, 20\_\_\_\_, and agreed by the Contractor, is \$\_\_\_\_\_.

The City will pay the required fee to the Bureau of Labor and Industries equal to one-tenth of one percent (0.1 percent) of the price of this contract, minimum fee in the amount of \$250.00 and maximum fee of \$7,500.00.

The Contractor will pay the prevailing wage rates in accordance with ORS279C.830 and as amended by Davis Bacon and all current amendments as set forth in the Contract.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first above written.

CITY OF WOODBURN, OREGON

ATTESTED: \_\_\_\_\_  
HEATHER PIERSON, *CITY RECORDER* Eric Swenson, *MAYOR*

CONTRACTOR: \_\_\_\_\_  
*Organization*

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

**NOTICE OF CONTRACT AWARD**

PROJECT DESCRIPTION: **DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR – PH. 2**

FILE No: **2021-007-28**

BID No: **2022-06**

The Owner has considered the bid submitted by you on **APRIL 20, 2022** for the above described work in response to its Invitation to Bid.

You are hereby notified that on **MAY 9, 2022** the City Council accepted your bid for construction of the work in the amount of **\$XXX,XXX.00**

You are required under the terms of the Notice Inviting Bids and the Information for Bidders to execute the Agreement and furnish bonds and certificates of insurance within **14-calendar days** from the date of this Notice to you.

If you fail to execute said Agreement and furnish said bonds and certificates of insurance within 14-days of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_ of **APRIL, 2022**

By \_\_\_\_\_ Title \_\_\_\_\_

Contractor shall fill in all information below this line and return original signed copy

-----

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice of Award is hereby acknowledged

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

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

This: \_\_\_\_\_ day of \_\_\_\_\_ 2021.





Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project BID#: **2022-06**

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_,  
as the Principal, and \_\_\_\_\_, a corporation organized and  
existing under the laws of the State of Oregon, and duly authorized to transact a surety  
business in the State of Oregon, as Surety, are held and firmly bound unto the City of  
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of  
\$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States of  
America, for the payment whereof well and truly to be made, we and each of us, jointly  
and severally, bind ourselves, our and each of our heirs, executors, administrators  
successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn,  
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 the "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, 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 City of Woodburn, the, 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 City  
of Woodburn, 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.

Contractor

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

Surety

By: \_\_\_\_\_  
Attorney-In-Fact

Bond No. \_\_\_\_\_  
Solicitation: \_\_\_\_\_  
Project Bid#: **2022-06**

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_,  
as the Principal, and \_\_\_\_\_, a corporation organized and  
existing under the laws of the State of Oregon, and duly authorized to transact a surety  
business in the State of Oregon, as Surety, are held and firmly bound unto the City of  
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of  
\$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States of  
America, for the payment whereof well and truly to be made, we and each of us, jointly  
and severally, bind ourselves, our and each of our heirs, executors, administrators  
successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn,  
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 Payment Bond by reference,  
whether or not attached to the contract (all hereafter called the "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 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, including the conditions listed in ORS  
279.310 to 279.320, and shall indemnify and save harmless the City of Woodburn, 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 Subcontractor 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 City of Woodburn on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, 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 City of Woodburn, 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.

Contractor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety

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

Attorney-In-Fact

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Bid#: **2022-06**

## MAINTENANCE/WARRANTY BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_,  
as the Principal, and \_\_\_\_\_, a corporation organized and  
existing under the laws of the State of Oregon, and duly authorized to transact a surety  
business in the State of Oregon, as Surety, are held and firmly bound unto the City of  
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of  
\$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States  
of America, for the payment whereof well and truly to be made, we and each of us, jointly  
and severally, bind ourselves, our and each of our heirs, executors, administrators  
successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn, 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 Maintenance/Warranty Bond by reference, whether  
or not attached to the contract (all hereafter called the "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 the Principal agrees to warrant to the City of Woodburn that the construction is,  
and will remain for a period of one (1) year from the date of acceptance, free from defects  
in materials and workmanship.

That if the Principal herein shall faithfully and truly observe the terms, provisions,  
conditions, stipulations, directions, and requirements of the Contract and shall in all  
respects, whether the same be enumerated herein or not, faithfully comply with the same  
and shall assume the defense of indemnify and save harmless the City of Woodburn, its  
officers, agents, and employees from all claims, liabilities, loss, damage or injury which  
may have been suffered or claimed to have been suffered to persons or property directly or  
indirectly resulting from or arising out of the operations or conduct of the Principal or any  
subcontractor in the performance of the work under the Contract and shall indemnify and  
make whole the City for any injury or damage to any street, highway, avenue, or road or  
any part thereof, resulting from the operations or conduct of the Principal or any  
subcontractor in connection with performance or conduct of the work under the Contract,

and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Contractor

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

Surety

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

Attorney-In-Fact

**NOTICE TO PROCEED**

**PUBLIC WORKS DEPT.  
ENGINEERING DIV.**



PROJECT NAME:	DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR – PH.2		
BID #:	2022-06	PROJECT No #:	2021-007-28
AMOUNT:	\$	BEGIN DATE:	
CONTRACTOR:		CCB #:	
ADDRESS:			

You are hereby notified to commence work on the referenced contract, and shall fully complete all of the work of said contract within 60 calendar days.

The completion date is therefore: \_\_\_\_\_, **2022**

The contract provides for the assessment of liquidated damages for each consecutive calendar day after the above-established contract completion date that the work remains incomplete in the amount of: \$ \_\_\_\_\_ per day.

PM for THE CITY OF WOODBURN: Dago Garcia

DATE: \_\_\_\_\_

**Contractor:** *Complete items below this line and return Document to Owner within seven (7) days:* \_\_\_\_\_

**CONTRACTOR'S ACCEPTANCE OF THIS NOTICE**

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**CITY OF WOODBURN  
DOWNTOWN STREET TREE REMOVAL & BRICK PAVERS REPAIR – PH.2**

**PART IV**

**SPECIFICATIONS**

GENERAL CONDITIONS

SPECIAL PROVISIONS



## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

The Work to be done under this Contract consists of the following on various sections of existing Streets in the City of Woodburn, Marion County, Oregon.

The major part of the work will include: Prepare existing tree wells and plant 59 Street Trees in existing tree wells. Install 59 new frame and grates, repair irrigation and restore existing pavers.

### **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", also ANSI and ISA standards of tree care.

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

### **CLASS OF PROJECT**

This is a "Urban Renewal" - Municipal Public Works Project.

**PART 00100 – GENERAL CONDITIONS**

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

Comply with Section 00110 of the Standard Specifications modified as follows:

**00110.10 Abbreviations** - Replace the “APA” abbreviation with the following abbreviation:

APA - Engineered Wood Association

Delete the “ARA - American Railway Association” abbreviation.

Replace the “AREA” abbreviation with the following abbreviation:

AREMA - American Railway Engineering and Maintenance of Right-of-Way  
Association

Replace the “AWPA” abbreviation with the following abbreviation:

AWPA - American Wood Protection Association

Replace the “DSL” abbreviation with the following abbreviation:

DSL - Department of State Lands, State of Oregon

**00110.20 Definitions** – Replace the “Agency” definition with the following definition:

**Agency** – The City of Woodburn Public Works Department – Engineering Division.

Add the following definition:

**Agency Website** – This is the website of the Public Works Department, Engineering Division as owned, controlled and administrated by the City of Woodburn, OR. The URL being referenced when this term is used shall be the following:

<http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>

Replace the "Bid Booklet" definition with the following definition:

**Bid Booklet** - The version that can be accessed and printed from the Agency website.

Replace the “Traveled Way” definition with the following definition:

**Traveled Way** - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

## **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Replace this subsection, except for the subsection number and title, with the following:

The Agency will prequalify Bidders according to OAR 734-010 and OAR 731-005-0450. A Bidder must file for prequalification and there is **NO** fee for this service. Prequalification's must be renewed annually. Bidders shall make application for prequalification on standard forms furnished by ODOT's Procurement Office - Construction Contracts Unit, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-2710) or download from the Agency Website. Bidders shall return the completed application to the Dago Garcia at 190 Garfield St. Woodburn, OR 97071 or e-mail to [dago.garcia@ci.woodburn.or.us](mailto:dago.garcia@ci.woodburn.or.us). No facsimile of Prequalification will be accepted.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the Public Works Department – Engineering Division Office at least 0 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

**00120.01 General Bidding Requirements** - In the paragraph that begins "Bidders may obtain and submit...", replace the paragraph with the following sentence:

Bidders may submit Bids by paper only. No electronic (e-mail or facsimile) Bids will be accepted.

**00120.05 Request for Solicitation Documents** - Replace this subsection, with the following subsection:

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:**

**(a) Informational Plans and Special Provisions** - Informational Project Plans and Special Provisions are available, free of charge, on the Agency's website.

**(b) Bidding Plans, Special Provisions, and Bid Booklets** - Bidders must submit paper Bids.

**(1) Paper Bids** - Bidders submitting bids shall access and print Plans, Special Provisions, and Bid Booklets from the Agency's website.

Delete the paragraph that begins with the following;

## **Downtown Tree Removal & Brick Pavers Repair – Ph. 2**

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### **“(2) Electronic Bids - Bidders ...”**

**00120.10 Bid Booklet** - Replace the paragraph that begins "Depending on the Class of Project..." with the following paragraph:

Depending on the Class of Project, other certificates or statements may be included within the Bid Section. Plans, Specifications, and other documents referred to in the Bid Section will be considered part of the Bid.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace the paragraph that begins "Addenda may be downloaded..." with the following paragraph:

Addenda may be downloaded from the Agency's website. Bidders shall be responsible for checking the Agency website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing.

**00120.40(a-1) Paper Bids** - Replace this subsection, except for the subsection number and title, with the following:

Bidders shall not alter, in any manner, the (paper) documents within the Bid Section that are accessed and printed from the Agency's website. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed.

The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

**00120.40(a-2) Electronic Bids** – Delete this subsection in its entirety.

**00120.40(b) Bidding Considerations** - Add the following bullets to the bullet list:

- 00170.07, Record Requirements
- 00199.30, Claims Procedure

**00120.40(c-2) Electronic Bid Schedule Entries** – Delete this subsection in its entirety.

**00120.40(e-1) Bid Guaranty with Paper Bids** – Replace the paragraph of this subsection that begins with "If a Surety Bond is submitted,..." with the following

If a Surety Bond is submitted, Bidders shall use the Surety's standard form that conforms to all the requirements, herein. Bidders shall submit the bond with original signatures and the Surety's

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seal affixed. The Bid guaranty shall be submitted by mail, delivery service, or hand delivered to the office and address, and at the time given in the Bid Booklet.

**00120.40(e-2) Bid Guaranty with Electronic Bids** - Delete this subsection in its entirety.

**00120.40(f) Disclosure of First-Tier Subcontractors** - Replace this subsection, except for the subsection number and title, with the following:

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Invitation to Bid", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid (See 00120.05(b-1) either:

By filling out the Subcontractor Disclosure Form printed from the Bid Booklet on the Agency's Engineering Division's website.

Subcontractor Disclosure Forms will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

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**00120.45 Submittal of Bids** – Replace subsections (a) with the following:

**00120.45 Submittal of Bids** – Bids may be submitted by mail, parcel delivery service, or hand delivery to the office and address and at the time given in the Bid Booklet. Submit Bids in a sealed envelope and marked on the outside of the envelope as required by the Invitation to Bid. Closing time for acceptance of Bids is 2:00:00 p.m. local time on the day of Bid Opening. Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

**00120.45(b) Electronic Bids** - Delete this subsection in its entirety.

**00120.60(a) Paper Bids** - In the paragraph that begins "Information entered into...", replace the words "Procurement Office - Construction" with the words "Agency" and replace the bullet that reads "The Bid number is included: and" with the word "and".

In the paragraph that begins "A Bidder may withdraw...", replace the words "Procurement Office - Construction" with the words "Agency" and replace the bullet that begins "The written withdrawal..." with the following bullet:

- The written withdrawal request is submitted on the Bidder's letterhead, either in person or by FAX, and;

**00120.60(b) Electronic Bids** – Delete this subsection in its entirety.

**00120.70 Rejection of Nonresponsive Bids** - Replace the bullet that begins "The Bid is submitted on documents..." with the following two bullets:

- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from the Agency's website, or is submitted by a Bidder who is not registered on Agency's "Holders of Bidding Plans" list, as required by 00120.05.

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - Replace this subsection, except for the subsection number and title, with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

**00120.95 Opportunity for Cooperative Arrangement** - Replace this subsection with the following subsection:

**00120.95 Opportunity for Partnering Agreement** - The Agency will offer the Contractor and its Subcontractors an opportunity to enter into a partnering agreement structured to take advantage of the strengths of each organization. The objective of the partnering agreement is the effective and efficient completion of the Work, on time and to a standard of quality that will be a source of pride to both the Agency and the Contractor. Participation in the program is voluntary and is not a condition for Award. An offer to participate should not be included in Bid or Proposal materials. An election for a partnering agreement will be included with the Contract Documents to be executed by the successful Bidder.



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It is intended that the partnering agreement will result in informal agreements that will allow the Contract requirements to be achieved effectively and efficiently by both the Contractor and the Agency.

The Agency will make all arrangements for the orientation workshop and will bear the costs of the workshop including meals, facilitator, and workshop materials. The Agency and the Contractor will bear the salary, transportation, lodging, and other costs of their own personnel. The orientation workshop may include key Agency personnel, other stakeholders, key Contractor personnel and key Subcontractor personnel. Generally, workshops are limited to about 20 participants. Participants will not be available for other duties during this period.

**SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.10 Award of Contract** - Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in 00170.07 for Contracts with the Agency.

Replace the bullet that begins "A satisfactory record of integrity..." with the following bullet:

- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.

**00130.15 Right to Protest Award** - In the paragraph that begins "Adversely affected or...", replace the words "Procurement Office - Construction" with the words "Agency".

**00130.40(a) Performance and Payment Bonds** - Replace this subsection, except for the subsection number and title, with the following:

When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion.

When a coating system warranty is required by 00594.75, the Contractor shall also furnish a supplemental warranty performance bond as and when described in 00594.75.

Add the following subsection:

**00130.40(e) Tax Identification Number** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

**Downtown Tree Removal & Brick Pavers Repair – Ph. 2**

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**00130.50(a) By the Bidder** - In the paragraph that begins "The successful Bidder...", replace the words "Procurement Office - Construction" with the words "Agency's Project Manager".

**SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications modified as follows:

**00140.70 Cost Reduction Proposals** - Replace the paragraph that begins "The Contractor may submit..." with the following paragraph:

The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

**00140.70(a) Proposal Requirements** - In the paragraph that begins "A detailed cost reduction...", replace the bullet that begins "A detailed cost estimate..." with the following bullet:

- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of proposed work; and

## **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.05 Cooperative Arrangements** - Replace this subsection with the following subsection:

**00150.05 Partnering Agreement** - The Contractor may enter into a voluntary partnering agreement with the Agency for the Work covered by this Contract. Some elements of this arrangement are described in 00120.95. The Contractor may exercise the election to enter into a partnering agreement by signing and returning the form provided with the Notice of Award. If the Contractor elects to enter into a partnering agreement, this form must be returned no later than the time that the Contractor returns the signed Contract to the Agency. This form does not need to be returned if the Contractor does not wish to enter into a partnering agreement. Entering into a partnering agreement does not constitute nor create a legal partnership, joint venture, other legal Entity, or legal relationship between the Contractor and the Agency.

No partnering agreement shall replace, modify, or suspend the terms of the Contract.

If the partnering agreement alternative is selected:

- Within 5 Calendar Days of receipt of the signed form by the Agency, the Contractor and the Engineer will identify the key personnel who will participate in the orientation workshop. Key personnel should include key Subcontractors and other stakeholders. The Agency will arrange the workshop time and location.
- It is intended that the partnering agreement will result in informal agreements that establish an environment of cooperation between the Contractor and the Agency.
- A working arrangement for the Contractor and the Agency will be developed and, if agreed at the workshop, committed to writing.
- Either the Contractor or the Agency may withdraw from the partnering agreement upon written notice to the other. However, no claim or dispute settled or change approved during the existence of the partnering agreement shall be revived.
- The sole remedy for nonperformance of the partnering agreement shall be the ability to withdraw from the partnering agreement as stated in the paragraph immediately above.

**00150.15(a) General** - Replace this subsection with the following:

The Contractor will provide the Construction Surveying and perform line, grade, cross sections and earthwork slope staking including intersections and match lines and set stakes defining limits for clearing which approximate right-of-way and easements.

**00150.30 Delivery of Notices** - Replace this subsection, except for the subsection number and title, with the following:

Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;

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- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earliest.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

**00150.35(c) Number and Size of Drawings** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

**(1) Paper Submittal** - For paper submissions, submit seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

**(2) Electronic Submittal** - For electronic submissions, submit Working Drawings according to the Project Manager who will log them in when received disperse them to designer(s) as necessary and log them out upon completion of review when sent back to the Contractor.

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**00150.35(d-1) Stamped Working Drawings** - Replace the sentence with the following sentence:

Stamped Working Drawings will be designated as "reviewed" or "reviewed with comments" by the Engineer.

**00150.35(d-2) Unstamped Working Drawings** - Replace the sentence with the following sentence:

Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

**00150.40 Cooperation and Superintendence by the Contractor** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
  - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
  - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
  - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
  - Appointees shall be competent to manage all aspects of the Work.
  - Appointees shall be from the Contractor's own organization.
  - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - Appointees shall be experienced in the types of Work being performed.  
Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent, or any alternate Superintendent shall:
  - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.

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- Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
- Have full authority and responsibility to promptly execute orders or directions of the Engineer.
- Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
- Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

**00150.50(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;



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- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans, in any Supplemental Specifications, or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

Add the following subsection:

### **00150.50(f) Utility Information:**

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<b>UTILITY</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>
Lumen Tech/Century Link	Josh Fallin	503.399.4931
Datavision	Jason Riggs	503.792.3611
Comcast	Phillip Curtis	971.777.0933
NWN Gas	Darrell Hammond	503.585.6611 x8035
PGE	Alison Baziak	503.463.4381
Wave Broadband	Jerry Benson	503.307.0350
City Water	Byron Brooks	503.982.5238
City Sewer Collections	Chad Snyder	503.982.5281

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity

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of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

### **00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment** - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

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

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

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

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

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

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.01(a) All Materials** - Add the following paragraphs to the end of this subsection:

The Contractor shall identify if the material source is a DBE or non-DBE. For DBE suppliers, the Contractor shall identify an estimated value of the materials to be supplied. For any committed DBE supplier, the Contractor shall submit a copy of the materials purchase order or supply agreement. For non-committed DBE suppliers, when the estimated value is over \$10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

Add the following subsection:

**00160.01(d) Terms Required** - The Contractor shall comply with 00170.07.

**00160.50(b) Waste, Excess, and By-Product Materials** - In the paragraph that begins "All waste, excess, and by-product...", replace the first sentence with the following sentence:

All waste, excess, and by-product of materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Materials from Agency-Controlled Lands shall remain Agency property.

**00160.60(c) Additional Requirements** - In subsection (1), in the bullet that begins "The Division of State...", replace the word "Division" with the word "Department".

## **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.02 Materials Conformance and Quality Compliance Documents** - Replace this subsection, except for the subsection number and title, with the following:

For purposes of this Section, "Materials Conformance Documents" means the Contractor's quality-control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP), unless otherwise specified in the Contract.

For purposes of this Section, "Quality Compliance Documents" means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide, unless otherwise specified in the Contract.

**00165.10(a) Field-Tested Materials** - Replace the sentence that begins "The MFTP is available..." with the following two sentences:

The MFTP is published once per year and is available from the ODOT Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section web site.

**00165.10(b) Nonfield-Tested Materials** - Replace the sentence that begins "The NTMAG is available..." with the following sentence:

The NTMAG is available on the ODOT Construction Section web site.

**00165.91 Fabrication Inspection Expense** - Replace the paragraph that begins "This Subsection applies to all..." with the following paragraph:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by Agency personnel, which include, but are not limited to:

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.00 General** - Add the following paragraphs to the end of this subsection:

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where the Agency's main office is located; provided, however, if a dispute 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. In no event shall this Subsection be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.**

**00170.01(b) State of Oregon Agencies** - In the "State Lands, Division of" line, replace the word "Division" with the word "Department".

**00170.07 Record Requirements** - For purposes of this Subsection the term "Contractor" includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and "Related Entities" as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

**(a) Records Required** - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include without limitation the:

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- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.

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- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

**(b) Access to Records** - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

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Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

**(c) Record Retention Period** - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least three years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

**(d) Public Records Requests** - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

- The Contractor consents to such disclosure; or
- Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

**00170.10(c) Interest on Unpaid Amount** - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

Add the following subsection:



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**00170.10(g) Paid Summary Report** - The Contractor shall submit a “Paid Summary Report”, form 734-2882, to the Engineer certifying payments made to all of the following:

- All subcontractors
- Committed DBE suppliers
- Non-committed DBE suppliers and service providers with estimated total payments for the Project over \$10,000.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

Submit the completed and signed Paid Summary Report to the Engineer within 20 days of receipt of payment from the Agency for each month in which payments were made to each subcontractor, each committed DBE supplier, and each non-committed DBE supplier or service provider with estimated total payments for the Project over \$10,000. At the completion of the project, submit form 734-2882 recapping the total amounts paid to each subcontractor, and each committed DBE supplier, and each non-committed DBE supplier or service provider with estimated total payments for the Project over \$10,000.

The Contractor shall require each subcontractor at every tier to comply with the requirement to submit form 734-2882 within 20 days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the Preconstruction Conference.

**00170.60 Safety, Health and Sanitation Provisions** – Add the following paragraph to the end of this subsection:

The Contractor is responsible to require each subcontractor at every tier to comply with the requirements of OAR 437-002-0146, Oregon OSHA’s Confined Space Rule including a copy of all closed permit entry forms to the Agency Project Manager within 24 hours of closing the permit.

**00170.65 Minimum Wage and Overtime Rates for Public Works Projects** - Replace this subsection with the following subsection:

**00170.65 Minimum Wage and Overtime Rates for Public Works Projects:**

**(a) General** - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

**(b) State Prevailing Wage Requirements** - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

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**(1) Minimum Wage Rates** - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

**(2) Payroll and Certified Statements** - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

### **(3) Additional Retainage:**

**a. Agency** - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 22 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

**b. Contractor** - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 22 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

**(4) Owner/Operator Data** - The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and

- Name of owner/operator from the side of the truck.

**(c) State Overtime Requirements** - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

**(1) Maximum Hours of Labor and Overtime Pay** - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any one Day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

**(2) Notice of Hours of Labor** - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

**(3) Exception** - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

**(d) State Time Limitation on Claim for Overtime** - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

**00170.70(a) Insurance Coverages** - The following insurance coverages and dollar amounts are required pursuant to this subsection:

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### Insurance Combined Single Limit Annual Aggregate

Coverages	per Occurrence	Limit
Commercial General Liability	\$1,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$1,000,000.00	(aggregate limit not required)

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

Add the following as Additional Insureds under the Contract:

- The City of Woodburn, OR and its officers, agents, representatives, volunteers and employees.

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity and hold harmless to the Agency and the following:

- The City of Woodburn, OR and its officers, agents, representatives, volunteers and employees.

**00170.80 Responsibility for Damage to Work** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Responsibility for Damage in General** - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

**(b) Repair of Damage to Work** - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

**(c) Responsibility for Damage to Work Caused by Public Traffic** - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

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The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Region level review according to 00199.40(b).

**(1) Request for Relief** - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

**(2) Scope of Relief** - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

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**(d) Vandalism and Theft** - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, determine the number of occurrences, and determine whether, and how much, the Contractor will be compensated.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

## SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.20 Subcontracting Limitations** - Replace this subsection, except for the subsection number and title, with the following:

**(a) General** - The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

**(b) Own Organization** - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

**(c) Rental of Operated Equipment** - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

**(1) Written Request** - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

**(2) Limitations** - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

**(3) Submittals** - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

**(4) Revocation of Approval** - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

**(d) Disadvantaged Business Enterprise (DBE)** - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

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**(e) Trucking** - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

**(1) Trucking Services Agreement** - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

**(2) Limitations** - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for committed DBE's that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

**(3) Submittals** - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:



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- Attach a copy of the data required under 00170.65(e) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

**(4) Revocation of Approval** - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

**00180.21(d) Terms of Subcontracts** - Replace this subsection, except for the subsection number and title, with the following:

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

**(1)** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

**(2)** A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.

**(3)** A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

**(4)** An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract

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under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

**(5)** A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

Add the following subsection:

**00180.21(g) Mentor-Protégé Agreement** - If the Contractor enters into a subcontract with an Emerging Small Business (ESB) subcontractor, the Agency may offer the Contractor and its ESB subcontractor an opportunity to enter into a project specific Mentor-Protégé Agreement.

The project specific Mentor-Protégé Agreement will be paid for and specified by Change Order.

**00180.40(b) On-Site Work** - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before issuance of First Notice, unless approved by the Engineer.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
Railway Work .....	00170.01(e)
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Special Events .....	00220.40(e)
In-water Work Restrictions .....	00290.34(a)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic .....	00745.51

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

**00180.41 Project Work Schedules** - After the paragraph that begins "Contractor's activity..." add the following paragraphs:

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.

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- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

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

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract by July 08, 2022.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

**00180.60 Notice of Delay** - In the bullet that begins "Whether or not the Contractor expects to request additional..." replace "00185.50(e)" with "00180.50(e)".

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$150.00 per Calendar Day \*.

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

**00180.90(a) Termination of Contract and Substituted Performance** - In the paragraph that begins "Termination of the Contract...", add the following bullet to the bullet list:

- Fails to comply with the requirements for records.

### SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

### SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

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**00195.10 Payment for Changes in Materials Costs** - Replace this subsection with the following subsection:

**00195.10 Payment for Changes in Materials Costs** – There are no changes in payments for escalation/De-Escalation of materials in this Contract.

Additional work required by the Agency will be negotiated on a case by case basis for all changes in materials costs and shall be agreed upon, in writing, before the work is accomplished.

All materials are subject to change in costs and conditions, as specified in subsection 00195.20 Changes in Plans or Character of Work, including but not limited to:

- Steel Materials Price Adjustment
- Asphalt Cement Price Adjustment
- Fuel Price Adjustment

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

**00195.12 Steel Material Price Escalation/De-Escalation** – Remove this subsection in its entirety.

**00195.50 (1) Progress Payments** - Replace the paragraph that begins with “At the same time each month...” of this subsection with the following:

At the same time each month, the Contractor will make an estimate of the amount and value of the Pay Item Work completed. The Contractor will submit this estimation of quantities to the Engineer for agreement on the number of estimated units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

**00195.50 (2) Value of Materials on Hand** – Replace the paragraph that begins with “The Engineer will...” of this subsection with the following:

The Contractor will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work and submit this estimation to the Engineer for agreement for Pay Items for this progress payment.

**00195.50(b) Retainage** - Replace the paragraph that begins "The amount to be retained..." with the following paragraph:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained by the Agency until completion of the Work as specified in (c) below.

**00195.50(c) Forms of Retainage** - Replace this entire subsection through and including 00195.50(3) Bonds, Securities, and Other Instruments with the following:

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The Agency will withhold payment of 5% of all progress payments until completion of the project as is described in (c) below.

Insert the following:

**00195.50 (c) Release of Retainage** – The Agency will make payment to the Contractor after the Contractor has made application for payment to the Engineer upon issuance of the Third Notification.

**00195.50 (e) Withholding Payments** – Change (e) to (d) in the title of this subsection.

**00195.50 (f) Prompt Payment Policy** – Change the (f) to (e) in the title of this subsection.

**00195.90(c) No Waiver of Right to Make Adjustment** - Replace this subsection, except for the subsection number and title, with the following:

The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(c) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications.

### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work. With the exceptions identified in 00197.01(b), these rates and procedures also apply to other Work when according to other Sections this Section 00197 applies, including without limitation the following:

- 00140.70 - Cost Reduction Proposals
- 00195.20 - Changes to Plans or Character of Work
- 00195.30 - Differing Site Conditions
- 00199.30(b) - Claims Requirements

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**00197.01 General** - Replace this subsection with the following subsection:

### **00197.01 General:**

**(a) Extra Work on a Force Account Basis** - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Engineer, except those furnished and paid under rental rates for use of Equipment;
- Equipment which the Engineer considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work;
- Special Services; and
- The Engineer's and Contractor's signatures confirming its accuracy.

**(b) Other Work** - When according to other Sections this Section 00197 applies, the following exceptions apply to the Work under those other Sections, except for Extra Work ordered by the Engineer to be performed as Force Account Work.

- 00197.01(a) does not apply.
- Cost Efficiency - Agency will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.
- Standby Time - Equipment that is necessary for the Work but is not being operated to progress the Work will be considered to be on standby and will be limited to the standby rates and hour limitations in 00197.20(e). Equipment costs will be limited to a combination of operating time and standby time of not more than eight hours in a 24 hour period or 40 hours in a one week period. The Equipment must be onsite and available for use to be eligible for standby time.

For a period of seven or fewer Calendar Days: If a continuous period of standby time for a piece of Equipment does not exceed seven Calendar Days, the accumulated

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standby cost for that continuous period of standby time shall be limited to the standby rates and hour limitations in 00197.20(e).

For a period of more than seven Calendar Days: Unless the Engineer has otherwise agreed in advance in writing, if a continuous period of standby time for a piece of Equipment exceeds seven Calendar Days, the accumulated standby cost shall be limited to:

- For the first seven Calendar Days, the standby rates and hour limitations in 00197.20(e), and
- For the portion of the continuous period of standby time after the first seven Calendar Days, the lesser of:
  - The standby rates and hour limitations in 00197.20(e); or
  - The cost for moving that piece of Equipment to and from the Project Site according to 00197.20(d).

**00197.30 Labor** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

**(a) Wages** - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

**(b) Required Contributions** - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

**(c) Required Benefits** - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

**00197.80 Percentage Allowances** - In the table, replace the “00197.30(b) Labor” line with the following line:

00197.30 Labor	22
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**00197.90 Billings** - Replace the paragraph that begins “Costs included on...” with the following paragraph:

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.



**PART 00200 – TEMPORARY FEATURES and APPURTENANCES**

**SECTION 00210 – MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

**SECTION 00220 – ACCOMODATIONS of PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications.

**SECTION 00225 – WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications.

**SECTION 00240 - TEMPORARY DRAINAGE FACILITIES**

Comply with Section 00240 of the Standard Specifications.

**SECTION 00270 – TEMPORARY FENCES**

Comply with Section 00270 of the Standard Specifications.

**SECTION 00280 – EROSION and SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications.

**SECTION 00290 – ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications.

**PART 00300 – ROADWORK**

**SECTION 00310 – REMOVAL of STRUCTURES and OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

**SECTION 00320 – CLEARING and GRUBBING**

Comply with Section 00320 of the Standard Specifications.

**SECTION 00330 – EARTHWORK**

Comply with Section 00330 of the Standard Specifications.

**SECTION 00331 – SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**SECTION 00340 – WATERING**

Comply with Section 00340 of the Standard Specifications.

**SECTION 00350 – GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

**SECTION 00370 – FINISHING ROADBEDS**

Comply with Section 00370 of the Standard Specifications.

**PART 00400 – DRAINAGE and SEWERS**

**SECTION 00440 – COMMERCIAL GRADE CONCRETE**

Comply with Section 00420 of the Standard Specifications.

**SECTION 00442 – CONTROLLED LOW STRENGTH MATERIAL**

Comply with Section 00442 of the Standard Specifications.

**SECTION 00470 – MANHOLES, CATCH BASINS and INLETS**

Comply with Section 00470 of the Standard Specifications.

**SECTION 00490 – WORK on EXISTING SEWERS and STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

**PART 00600 – BASES**

**SECTION 00610 – RECONDITIONING EXISTING ROADWAY**

Comply with Section 00610 of the Standard Specifications.

**SECTION 00620 – COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications.

**PART 00700 – WEARING SURFACES**

**SECTION 00730 – EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications.

**SECTION 00740 – COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications.

**SECTION 00744 – ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications.

**SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS**

Comply with Section 00746 of the Standard Specifications.

**SECTION 00748 – ASPHALT CONCRETE PAVEMENT REPAIR**

Comply with Section 00748 of the Standard Specifications, modified as follows:

**00748.80 Measurement** – Delete this section and replace with the following:

The quantities of asphalt concrete pavement repair will be measured on the area basis, of the surfacing area repaired to the full depth as indicated on the plan details and/or as directed by the City Engineer. Asphaltic Concrete Pavement (ACP) required to complete all asphalt concrete pavement repairs is incidental to this bid item. No additional or separate payment will be made for Asphaltic Concrete Pavement (ACP).

**00748.90 Payment** – Delete the fourth paragraph “EAC and ACP will be paid for according to 00735.90, 00744.90, and 00745.90, as applicable.” In its entirety, and replace with the following paragraph: “Asphaltic Concrete Pavement (ACP) required to complete all asphalt concrete pavement repairs is incidental to this bid item. No additional or separate payment will be made for Asphaltic Concrete Pavement (ACP).”

Delete the last paragraph beginning “No Separate or additional payment will be made for...”, and replace with the following: No separate or additional payment will be made for asphalt concrete payment (ACP), excavation, cold plane pavement removal, geosynthetics, stone embankment, aggregate, and water.”

**PART 00800 – PERMENANT TRAFFIC SAFETY and GUIDANCE DEVICES**

**SECTION 00850 – COMMON PROVISIONS for PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications.

**SECTION 00851 – PAVEMENT MARKING REMOVAL**

Comply with Section 00851 of the Standard Specifications.

**SECTION 00855 – PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

**SECTION 00860 – LONGITUDINAL PAVEMENT MARKERS - PAINT**

Comply with Section 00860 of the Standard Specifications.

**SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS and BARS**

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

**00867.80 Measurement** – Delete these two sentences and replace with the following sentence:

No measurement of quantities will be made for Lump Sum items.

**00867.90 Payment** – Delete this section and replace with the following sentence:

Payment for this bid item will be on the Lump Sum basis and will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

**PART 02000 – MATERIALS**

**Concrete Materials and Additives**

**SECTION 02001 – CONCRETE**

Comply with Section 002001 of the Standard Specifications.

**SECTION 02010 – PORTLAND CEMENT**

Comply with Section 002001 of the Standard Specifications.

**SECTION 02015 – PORTLAND CEMENT CONCRETE REPAIR MATERIAL**

Comply with Section 002001 of the Standard Specifications.

**SECTION 02020 – WATER**

Comply with Section 002020 of the Standard Specifications.

**SECTION 02030 – MODIFIERS**

Comply with Section 002030 of the Standard Specifications.

**SECTION 02040 – CHEMICAL ADMIXTURES**

Comply with Section 002040 of the Standard Specifications.

**SECTION 02050 – CURING MATERIALS**

Comply with Section 002050 of the Standard Specifications.

**SECTION 02070 – BONDING AGENT**

Comply with Section 002070 of the Standard Specifications.

**SECTION 02080 – GROUT**

Comply with Section 002080 of the Standard Specifications.

**SECTION 02090 – LIME**

Comply with Section 002090 of the Standard Specifications.

**Geosynthetics and Slope Protection**

**SECTION 02320 – GEOSYNTHETICS**

Comply with Section 002320 of the Standard Specifications.

**PART 03000 – MATERIALS**

**SECTION 03020 – EROSION MATERIALS**

Comply with Section 003020 of the Standard Specifications.



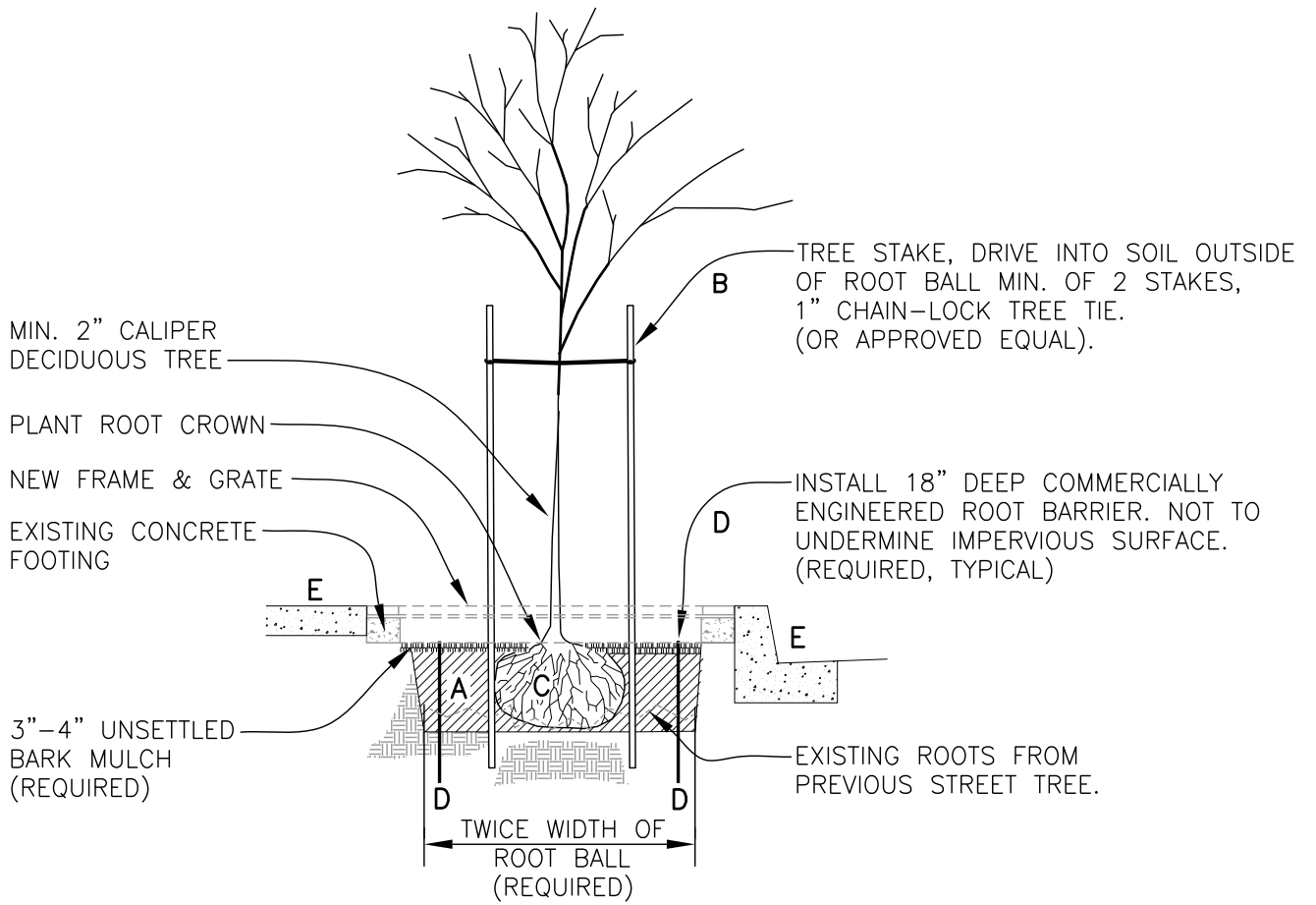
**LEGEND**

- PLANT TREE: STYRAX JAPONICUS 'SNOWBELL'
- ◆ PLANT TREE: ACER SACCHARUM 'BARRETT COLE'
- ▲ PLANT TREE: QUERCUS ROBUR X ALBA 'CRIMSON SPIRE OAK'

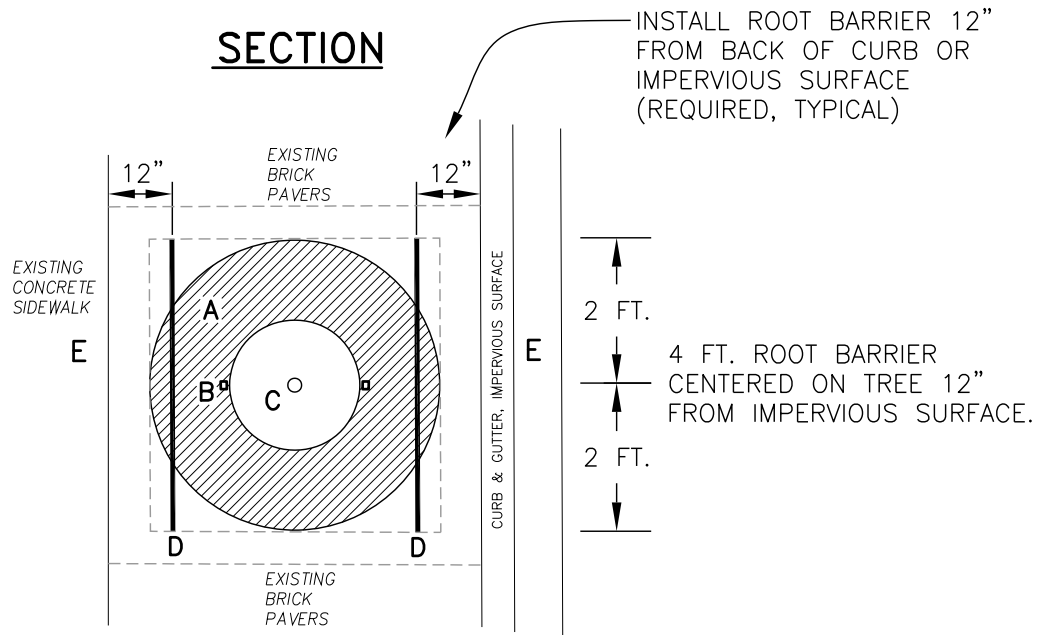
**PROJECT SCOPE:**

1. Plant 59 Street Trees in existing tree wells. Install 59 new frame and grates and restore existing pavers.
2. Prospective bidders must attend a MANDATORY Pre-Bid Conference, and must register 72 hours in advance by contacting George Kuznetsov by e-mail at [George.kuznetsov@ci.woodburn.or.us](mailto:George.kuznetsov@ci.woodburn.or.us). The Pre-Bid Conference will take place at the Project Site located at 429 N Front Street, Woodburn, OR 97071 at 10:00 a.m. on Wednesday, April 06, 2022.

<p>THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.</p>	<p>DESIGNED: <u>GK</u>          DRAWN: <u>GK</u>          REVIEWED: <u>DG</u>          APPROVED: _____          HORIZONTAL DATUM: <u>LOCAL</u>          VERTICAL DATUM: <u>LOCAL</u></p>		<p>REVISIONS:</p> <table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>			<p>DOWNTOWN STREET TREE REMOVAL &amp; BRICK PAVERS REPAIR- PH.2</p> <p><b>TREE PLANTING PLAN</b></p>	<p>PROJECT NO. 2021-007-28</p> <p>DATE MARCH 2022</p> <p>SHEET NO. <b>1</b></p>



**SECTION**



- A PLANTING PIT
- B TREE STAKES
- C ROOT BALL
- D 18" ROOT BARRIER
- E CURB, GUTTER, SIDEWALK OR IMPERVIOUS SURFACE

**PLAN**

**WOODBURN**  
 O R E G O N  
 Incorporated 1889  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

**TREE PLANTING  
 DETAIL**

REV: MARCH 2022

SCALE: NTS

DWG No.

**1**