

**BID BOOKLET
FOR HIGHWAY CONSTRUCTION**

**CITY OF NEWPORT
NEWPORT, OREGON**

GRADING, PAVING & ROADSIDE DEVELOPMENT

SW WATERLIN DRIVE

SIDEWALK AND BICYCLE IMPROVEMENTS

LINCOLN COUNTY

MARCH 17, 2011

CLASS OF WORK BRIDGES AND STRUCTURES

BID OF _____

ADVERTISEMENT FOR BID

Sealed bids for the construction of S.W. Naterlin Drive Sidewalk and Bicycle Improvements will be received at the offices of the City of Newport Public Works Department, Attn: Lee Ritzman, Public Works Director, 169 SW Coast Highway, Newport, Oregon, 97365. The closing time for the receipt of bids will be 10:00 a.m. Pacific Time, on the 17th day of March, 2011. Any bids received after the specified closing time will not be considered. Bidders shall submit a first-tier subcontractor disclosure form separately with the bid or separately to the City within 2 working hours following the bid opening time if the total bid amount exceeds \$100,000, in accordance with ORS 279C.370. Prevailing wage provisions in accordance with ORS 279C.800 to 279C.870 will apply to this work.

The opening of bids will be held at 10:00 a.m. Pacific Time, on the 17th day of March, 2011 in the City Council Chambers of the City of Newport. The bid opening will be open to the public.

The proposed work includes but is not limited to:

- 1230 FT Concrete Curb and Gutter
- 210 SF Concrete Driveways
- 6200 SF Concrete Walks
- 921 SF Cast-in-place Retaining Walls
- 1676 SF Pre-fabricated Modular Retaining Wall
- 350 TON MHMAC Paving

Full solicitation documents may be obtained upon payment of a \$40.00 non-refundable fee by contacting Bob Fuller at the offices of the City of Newport Public Works Department, 169 SW Coast Highway, Newport, Oregon, 97365, (541) 574-3366, b.fuller@newportoregon.gov. Questions regarding this work may be addressed to Timothy Gross, PE, Senior Project Manager, (541) 574-3369, t.gross@newportoregon.gov.

A pre-bid meeting will be held in Conference Room A at the Newport City Hall, 169 SW Coast Hwy., Newport, OR 97365, on Thursday, March 10th 2011, at 10:00 AM.

Please refer to the City of Newport website for detailed bid information at <http://www.thecityofnewport.net/dept/pwk/>. Click on the tab for bid documents.

DESCRIPTION OF WORK

Grading, Paving & Roadside Development
SW Naterlin Drive
Sidewalk and Bicycle Improvements
Lincoln County

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described above will be opened and read at the City of Newport, 169 SW Coast Hwy. Newport, Oregon, at 10:00 a.m. on the 17th day of March, 2011.

Prior to 9:00 a.m. on the above date, submit Bids to:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

COMPLETION TIME LIMIT

There are two Contract Times on this Project as follows:

- (1) Complete all Work to be done under the Contract, except for landscaping and striping, not later than June 1, 2011.
- (2) Complete all Work to be done under the Contract not later than September 30, 2011.

CLASS OF WORK

The Class of Work for this Project is: Bridges and Structures.

APPLICABLE SPECIAL PROVISIONS

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the time and place stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**

**CITY OF NEWPORT
NEWPORT, OREGON**

GRADING, PAVING & ROADSIDE DEVELOPMENT

SW WATERLIN DRIVE

SIDEWALK AND BICYCLE IMPROVEMENTS

LINCOLN COUNTY

MARCH 17, 2011

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Grading, Paving & Roadside Development
SW Naterlin Drive
Sidewalk and Bicycle Improvements
Lincoln County

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- (2) Complete all Work to be done under the Contract not later than September 30, 2011.

CLASS OF WORK

The Class of Work for this Project is: Bridges and Structures.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Timothy Gross, PE, City of Newport Senior Project Manager 169 SW Coast Hwy., Newport 97365; Phone 541-574-3369.

Adrian Esteban, PE, Project Manager, David Evans and Associates, Inc., 2100 SW River Parkway, Portland, 97201; Phone 503-499-0272, FAX 503-223-2701.

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

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**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following in Newport on the SW Naterlin Drive Sidewalk and Bicycle Improvements Section in Lincoln County:

1. Furnish, install, maintain and remove Traffic Control Devices.
2. Furnish, install maintain and remove Erosion Control Devices.
3. Install pipe, and concrete inlets.
4. Construct retaining walls.
5. Construct curbs, sidewalks, driveways, and handrails.
6. Construct cold plane pavement removal, aggregate base, and MHMAC.
7. Install pavement markings and signs.
8. Perform landscape work.
9. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction".

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

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

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

Comply with Section 00110 of the Standard Specifications.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.05 Request for Solicitation Documents - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

Grading, Drainage, Paving & Roadside Development
SW Naterlin Drive
Sidewalk and Bicycle Improvements
Lincoln County
March, 2011

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.

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.

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

SW Naterlin Drive Sidewalk and Bicycle Improvements Grading Paving & Roadside Development

- 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.

00130.40 Contract Bonds, Certificates, and Registrations - Replace this subsection number and title and replace the sentence that begins "Before the Agency will..." with the following number and title and sentence:

00130.40 Contract Submittals - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

Add the following subsection:

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

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.

SECTION 00150 - CONTROL OF WORK

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

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

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 "Guide to Electronic Shop Drawing Submittal" which is available from the Engineer.

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.

00150.50 Cooperation with Utilities - Add the following subsection:

(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.

Utility	Contact Person's Name and Phone Number
1. Central Lincoln PUD Emergency Operations	Randy Grove 541-574-3681
2. Charter Communications	Tony Lejsek 541-921-4044

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

- | | |
|-----------------------------|------------------------------------|
| 3. City of Newport | Lee Ritzman
541-574-3375 |
| 4. ODOT Maintenance Section | Mike Shaffer
541-912-3162 |
| 5. Northwest Natural Gas | Alan Lee
541-994-2111 ext. 8560 |
| 6. Qwest | Norm Palmer
541-484-8084 |

00150.55 Cooperation with Other Contractors - The following contract work may be ongoing within the Project site during the following times:

Contract Name(Contractor's Name)	Estimated Times
US 101: Yaquina Bay Bridge # 01820 Repair G.T.E. Metal Erectors, Inc.	During Construction

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the City of Newport to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
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**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

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 Newport and its officers, agents, and employees
- Newport City Council
- David Evans and Associates, Inc.

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 Newport and its officers, agents, and employees
- Newport City Council
- David Evans and Associates, Inc.

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".

SW Naterlin Drive Sidewalk and Bicycle Improvements Grading Paving & Roadside Development

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.

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

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.

(d) Vandalism - 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, and determine whether, and how much, the Contractor will be recompensed.

SECTION 00180 - PROSECUTION AND PROGRESS

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

Add the following subsection:

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
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)

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.

SW Naterlin Drive Sidewalk and Bicycle Improvements Grading Paving & Roadside Development

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.
- 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 B schedule as detailed in the Standard Specifications is required on this Contract.

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

In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

Replace the paragraph that begins "Within 10 Calendar Days..." with the following paragraph:

Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the

SW Naterlin Drive Sidewalk and Bicycle Improvements Grading Paving & Roadside Development

review meeting the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project schedule, including required revisions.

00180.41(b-3-a) Review with the Engineer - In the paragraph that begins "The Contractor shall evaluate...", replace the sentence that begins "The Contractor shall submit..." with the following sentence:

The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within seven Days after the progress meeting, along with a progress report as required by "b." below.

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

- (1) Complete all Work to be done under the Contract, except for landscaping and striping, not later than June 1, 2011.
- (2) Complete all Work to be done under the Contract not later than September 30, 2011.

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

There are two daily amounts of liquidated damages on this Project as follows:

Liquidated damages for failure to complete the Work on time required by 00180.50(h-1) will be \$ 700 per Calendar Day *. Liquidated damages for failure to complete the Work on time required by 00180.50(h-2) will be \$ 700 per Calendar Day *. If liquidated damages should become payable concurrently under the combination of 00180.50(h-1) and (h-2), liquidated damages will be \$ 700 per Calendar Day *.

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 - PAYMENT

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

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

Add the following subsection:

00195.12(d) Steel Materials Pay Item Selection - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(c-1) Cash, Alternate A - In the paragraph that begins "The Agency will...", replace the sentence that begins "The Agency will deposit..." with the following sentence:

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5).

In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins "If an acceptable retainage..." with the following paragraph:

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

00195.50(c-3) Bonds and Securities - Replace this subsection with the following subsection:

00195.50(c-3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;

**SW Naterlin Drive Sidewalk and Bicycle Improvements
Grading Paving & Roadside Development**

- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

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.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

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SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02 Public Safety and Mobility - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a travel lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- Do not place work zone signs or supports that will block existing walkways or existing bikeways.

00220.40(e) Lane Restrictions - Replace the paragraph that begins "Do not close any..." with the following paragraph:

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

Delete subsections (1), (2), and (3) and replace with the following:

Naterlin Drive may be closed to traffic for the duration of the project. Access shall be provided to the Coast Guard Station from the north.

(4) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

- Newport Marathon – June 4, 2011.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.05 Contractor Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

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The Contractor will be allowed to use the Agency's TCP, modify the Agency's TCP, or use a different TCP. Submit the following, for approval, five calendar days before the preconstruction conference:

(a) Agency or Contractor TCP - If the Agency's TCP is used without modification, a written notification indicating that the Agency's TCP will be used without modification.

If the Contractor will be using a modified Agency TCP, or if the Contractor will not be using the Agency TCP, include the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

(b) Tourist-Oriented Directional (TOD) and Business Logo Signs - One copy of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages.

If there are no TOD signs on the project, a written notification that no TOD signs exist within the project limits.

00225.11 Temporary Signage - Replace the sentence that begins "Furnish new or acceptable temporary signs..." with the following sentence:

Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the American Traffic Safety Services Association (ATSSA) "Quality Standards For Work Zone Traffic Control Devices" handbook and the following:

00225.11(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.11(b-5) Perforated Steel Square Tube Sign Supports - Use perforated steel square tube sign supports from the QPL and as shown on the standard drawings.

00225.13(d) Plastic Drums - Replace the sentence that begins "Provide drums with..." with the following sentence:

Use retroreflective drum sheeting meeting the requirements of ASTM D 4956 Type III or Type IV.

00225.41(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.41(b-5) Perforated Steel Square Tube Sign Supports - Perforated steel square tube sign supports may be used as a substitute for wood sign posts. Install perforated steel square tube sign supports as shown on the standard drawings.

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SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.14(e) Slope and Channel Liner Matting - Add the following paragraph to the end of this subsection:

Where seeding is shown, furnish hydraulically applied bonded fiber matrix slope protection matting that consists of fully biodegradable long fiber strands held together by a water resistant bonding agent as the mulch and carrier for seeding.

00280.16(d) Inlet Protection - Add the following bullet to the end of the bullet list:

- **Compost Filter Sock** - Sock material and compost meeting the following requirements:
 - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
 - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

00280.16(e) Sediment Barriers - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Sock material, compost and stakes meeting the following requirements:
 - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
 - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
 - **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.
- **Type 9: Compost Filter Berm** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

When shown, add a tackifier meeting the requirements of 01030.16. Apply tackifier at the rates shown or as recommended by the manufacturer.

Add the following subsection:

00280.45(f) Compost Filter Socks - Install compost filter socks perpendicular to the water flows that are not more than 3 feet deep. Stake at intervals of 6 to 8 feet. Install stakes through the center of the filter sock and at least 1 foot into the ground with no more than 4 inches protruding above the filter sock.

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Compost Filter Socks may be used as replacement for sediment fence (unsupported) where approved by project engineer.

00280.46(d) Inlet Protection - Add the following bullet to the end of the bullet list:

- **Type 7: Compost Filter Sock** – Compost Filter Socks may be used as a replacement for inlet protection type 4 only where approved by project engineer.

00280.70 Removal - Add the following paragraph to the end of this section:

If shown or if directed, compost filter material may be dispersed in place. Cut open compost filter socks and dispose of sock material according to 00290.20

00280.90 Payment - Add the following pay item to the pay item list:

Runoff Control

(j-1) Compost Filter Sock Foot

00280.90 Payment - Add the following sentence to the paragraph that begins "Item (f) includes...":

It also includes the bonded fiber matrix matting application.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.20(g) Spills and Releases - In the paragraph that begins "Obtain a response agreement...", replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120".

Replace the lead-in paragraph that begins "In the event...", with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.

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- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) Visual Turbidity Monitoring - Perform visual turbidity monitoring each day when working in regulated work areas according to the following:

- Before beginning work, make in stream turbidity observation approximately 100 feet upstream and approximately 100 feet downstream of the in-water work area.
- Make additional in stream turbidity observations upstream and downstream at four hour intervals.
- If a turbidity plume is observed downstream at any four hour observation, implement in-water best management practices (BMP). If a turbidity plume is still observed at the next four hour observation, stop all in-water work and implement additional BMP. Resume in-water work activity when the turbidity plume dissipates and returns to upstream levels.

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SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(a) General - Replace this subsection, except for the subsection number and title, with the following:

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

00310.90 Payment - No separate or additional payment will be made for saw cutting at the edge of pavement.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the embankment basis.

00330.20 Tamping Foot Rollers - In the paragraph, replace "115 tons" with "15 tons".

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.80 Measurement - Replace the bullet that begins "Volume basis, computed by...", with the following bullet:

- Volume basis, based on the Agency's digital terrain model (DTM) calculated by End Area Volume, or by other methods of equivalent accuracy.

00330.82 Embankment Basis Measurement - In the paragraph that begins "When measurement of earthwork...", replace the sentence that begins "Measurement will be limited to..." with the following sentence:

Measurement will be limited to the lines, grades, and slopes of the original ground contours established before the Contractor begins any Work on the Project.

In the paragraph that begins "The quantities of embankment measured for payment will not include...", add the following bullet after the second bullet:

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- Any additional quantities required due to clearing and grubbing operations.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

00440.10 Materials - In the list of materials, delete the "Aggregates....02690" line.

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

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

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

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.90 Payment – Add the following pay item:

	Pay Item	Unit of Measurement
(I)	Field Inlet	Each

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SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.46(b-2) Concrete and Masonry Manholes - In the paragraph that begins "Precast sections removed...", replace the sentence that begins "Precast items that..." with the following sentence:

Dispose of precast items, not reused on the Project, according to 00290.20.

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SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

Add the following subsection:

00510.80(b-3) Structure Excavation (Incidental) – Structural excavation for retaining wall will not be separately measured. Estimated structural excavation quantities are provided in section 00596 of these Special Provisions.

00510.80(c-2) Structure Excavation Below Elevations Shown (Volume) - Delete the first paragraph and replace with the following:

When the Engineer requires structure excavation below elevations shown, measurement to extend the excavations will be made on the volume basis.

00510.80(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for granular wall backfill or granular structure backfill shown on the plans. The estimated quantity of granular wall backfill or granular structure backfill is provided in section 00596 of these Special Provisions.

For backfill below elevations shown, measurement will be on the volume basis.

00510.90(b) Structure Excavation – Delete this subsection. Structure excavation is incidental to and included within the applicable structural item requiring excavation.

00510.90(c-2) Structure Excavation Below Elevations Shown (Volume) - Replace this subsection, except for the subsection number and title with the following:

If the Engineer requires excavation below the elevations shown, payment to extend the excavations will be made at the contract unit price per cubic yard for the pay item “Structure Excavation Below Elevations Shown.”

00510.90(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

Granular wall backfill and granular structure backfill shown on the plans shall be incidental to the applicable structural item.

For backfill below elevations shown, payment for granular structural backfill will be under the item “Aggregate Base.”

Add the following subsection:

00510.90(f) Incidental Basis – When neither the Special Provisions nor the Schedule of items indicate separate payment for the work or material under this section, perform or furnish the work or materials as incidental for which no separate payment will be made.

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SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.30 Mechanical Splice Installers - Replace the bullet that begins "Construct each splice sample with two..." with the following bullet:

- Construct each splice sample with two equal lengths of straight reinforcing bar so the total length of the assembled splice sample is at least 72 inches for No. 3 through No. 8 bars and at least 96 inches for No. 9 through No. 18 bars.

00530.42(c-2-c) Testing - Replace the sentence that begins "Construct test splices with two..." with the following sentence:

Construct test splices with two equal lengths of straight reinforcing bar so that the total length of the assembled splice is not less than 72 inches for No. 3 through No. 8 bars and not less than 96 inches for No. 9 through No. 18 bars.

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of reinforcement is shown in Section 0C596 of these Special Provisions.

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

00530.90 Payment- No separate payment for Steel Reinforcement will be made. Reinforcement will be incidental to the work paid under Section 0C596 of the Special Provisions.

SECTION 00596 - RETAINING WALLS

Replace Section 00596 of the Standard Specifications with the following Section 0B596 and 0C596:

SECTION 0B596 - PREFABRICATED MODULAR RETAINING WALLS

Description

0B596.00 Scope - This work consists of furnishing and constructing prefabricated modular gravity retaining walls as shown and specified.

0B596.01 Proprietary Prefabricated Modular Walls - Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems for wall 2, as shown on project plans:

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- Lock-Block® Retaining Wall System, provided by Ultrablock, Inc., telephone: 800-377-3877.
- Or approved equal.

0B596.02 Cost Reduction Proposals - According to 00140.70, cost reduction proposals will be considered for proprietary retaining wall systems that are preapproved by the Agency before advertisement of the Project.

0B596.03 Definitions:

Appurtenances - Traffic barriers, guardrail, fences, non-standard coping, drainage structures, sign supports, lighting supports, sound barriers, foundations, and utilities that are not part of the retaining wall system but are connected to, resting on, or passing through the retaining wall system.

Batter - The slope of the wall facing from vertical that is expressed as degrees or as a ratio of the horizontal change in inches for each 12 inches of vertical change. A vertical face has a zero batter.

Dry Cast Concrete Block Gravity Wall - A prefabricated modular gravity retaining wall system type composed of dry cast concrete blocks without soil reinforcements.

Manufacturer - The fabricator having exclusive production rights for a proprietary retaining wall system.

Preapproved Proprietary Retaining Wall System - A wall system that is listed in Appendix 15-D of the Geotechnical Design Manual (GDM).

Prefabricated Modular Retaining Wall System - A basic gravity retaining wall system type composed of solid or hollow prefabricated concrete or steel modules. Hollow modules are typically backfilled with granular structure backfill material. Prefabricated modular retaining walls include metal and precast concrete bin, precast concrete crib, gabion, dry cast concrete block, and wet cast concrete block gravity retaining walls.

Proprietary Retaining Wall System - A retaining wall system that is protected by trademark, patent, or copyright and is produced or distributed by a manufacturer having exclusive rights.

Retained Backfill - Unreinforced backfill within a distance of H/2 behind the back of the wall, where H is the total height of the wall excluding the leveling pad or footing.

Retaining Wall System - An engineered system of structural and geotechnical components that restrains a mass of earth. The terms "retaining wall system", "retaining structure", and "retaining wall" are used interchangeably.

0B596.04 Proprietary Retaining Walls - Submit the following at least 10 Calendar Days before beginning construction of proprietary retaining walls:

- Complete working drawings prepared by the Manufacturer according to 00150.35.
- Manufacturer's field construction manual.

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- Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings.
- Obtain the Engineer's written approval before beginning construction of the wall system.

Materials

0B596.10 General:

(a) Proprietary Retaining Wall Systems - Provide all proprietary retaining wall system components from the same wall manufacturer. If there are conflicts between the Manufacturer's requirements and the Agency's requirements, the Agency's requirements prevail.

(b) Quality Control - Provide quality control according to Section 00165.

0B596.11 Backfill:

(a) Gravel Leveling Pads Backfill - Furnish dense graded 1" - 0 or the 3/4" - 0 aggregate base material for leveling pads meeting the requirements of 02630.10.

(b) Drainage Backfill - Furnish 3/4" - No. 4 PCC aggregate material meeting the requirements of 02690.20 (a) through (f).

(c) Granular Structure Backfill - Furnish dense graded 1" - 0 or 3/4" - 0 aggregate base material meeting the requirements of 02630.10 and the following:

(1) Material Passing No. 200 Sieve - The amount of material passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 27 and AASHTO T 11.

(2) Plasticity Index - The plasticity index of the material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.

(d) Pipe Drain Backfill - Furnish granular drain backfill material for drainage pipes meeting the requirements of 00430.11.

0B596.12 Concrete:

(a) Dry Cast Concrete Blocks - The "full standard" modular blocks shall be 2.5 feet high, 5 feet wide, and 2.5 feet deep. Each "full standard" block shall have a unit weight of approximately 4320 pounds. See the plans for other block sizes. Densities of other block sizes shall match the density of the "full standard" block. Block units shall have a minimum 28-day compressive strength of 2,200 psi. Maximum absorption shall be 10 pcf (absorption by weight = 6%).

(1) Tolerances - Manufacture within the following geometric tolerances:

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- Unit dimensions such as height, width, depth, and batter shall match the details shown on the approved plans. A tolerance of $\pm 1/2$ inch for all dimensions except height may be used. A tolerance of $\pm 1/4$ inch shall be used for height.

(2) **Color** - Per project plans.

(3) **Finish** - Per project plans.

(4) **Acceptance of Blocks** - All individual units shall be free of cracks and other defects that would interfere with the placement and locking of units. Specifically, all shear keys shall be free of any. Acceptance will be determined on tolerances, visual inspection, compressive strength, water absorption, freeze-thaw durability, and unit weight..

(5) **Handling, Storage, and Shipping** - Do not allow chipping, discoloration, cracks, or fractures during handling, storing and shipping.

(6) **Rejection** - Blocks not meeting the requirements of this subsection will be rejected.

Labor

0B596.30 Quality Control Personnel - Provide technicians with CAgT and CDT certifications.

Construction

0B596.40 General:

(a) **Proprietary Retaining Walls** - Construct proprietary retaining walls according to Agency requirements, Manufacturer's working drawings, and the Manufacturer's Field Construction Manual. If the Manufacturer's working drawings or the Manufacturer's Field Construction Manual conflict with Agency requirements, Agency requirements shall take precedence.

Follow instructions and recommendations of the representative if approved by the Engineer.

0B596.41 Excavation and Foundation Preparation - Perform excavation and prepare and backfill wall foundations according to Section 00510 and the following:

- Grade the foundation level for a width equal to the width of the wall base plus 1.0 feet on each side. Do not reinforce backfill for over-excavated foundations without prior approval.
- Place backfill material in nearly horizontal layers not more than 8 inches thick. Compact the entire surface of each layer with at least three coverages, using equipment made specifically for compaction. Routing hauling and grading equipment over the surface is not acceptable as adequate compaction.
- Do not construct backfill when the backfill, the foundation, or the embankment on which it would be placed is frozen, or unstable.

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0B596.42 Leveling Pads:

(a) Gravel Leveling Pads - Construct gravel leveling pads with:

- A width of at least the width of the wall facing plus 12 inches (6 inches on each side of the facing units).
- A thickness of at least 6 inches.
- A location tolerance of ± 1 inch of the design location.
- A top pad tolerance of $\pm 1/8$ inch of the design elevation.

Compact gravel leveling pads in 3 to 4 inch lifts using a minimum of three passes of a walk behind vibratory plate compactor with a gross static weight of not less than 125 pounds and a total compaction static plus dynamic force of not less than 2,000 pounds.

0B596.43 Subsurface Drainage - Install subsurface drainage before constructing walls.

0B596.44 Erecting Walls:

(a) Dry Cast Concrete Block Walls:

- (1)** A track-mounted excavator is often used for block installation. Rigging with swivel hooks, OSHA approved and rated for weight of the blocks shall be attached to the excavator and used for lifting, moving, and placing the blocks.
- (2)** The contractor shall carefully place the first course of block units only after the leveling pad has been approved by the designer for adequate batter.
- (3)** Block placement should start at the lowest elevation. At the start of the wall, make a line perpendicular to the face of the wall so the first block can be placed square to the wall face. Set blocks at the back of the wall first, i.e. if the width of the wall base is larger than the block width, then the first block shall be placed at the back followed by the front block.
- (3)** Block units shall be placed snugly together (maximum $1/4$ " gap) and parallel to the straight or curved line of the wall face.
- (4)** The units shall be free of all protrusions and debris before installing the next course of units.
- (5)** Do not place any more than 5 to 6 blocks along the first course before starting on the second course.
- (6)** At the completion of the placement of each course, a string line shall be pulled to confirm that the walls geometry is being maintained.
- (7)** All battered wall corners shall be installed and locked per the block manufacturer's recommendation as approved by the wall designer.

0B596.47 Backfill Placement:

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(a) General - Do not misalign wall units or damage wall components when placing backfill material. Remove and replace all misaligned or damaged wall materials at no additional cost to the Agency.

(b) Compaction - Meet the following requirements:

(1) Equipment - Provide the following compaction equipment:

a. Backfill In and Within 3 Feet Behind Wall Units - Walk behind vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor; each with a gross static weight of not more than 1,000 pounds and a total compaction static plus dynamic force of not more than 5,000 pounds.

b. Backfill More Than 3 Feet Behind Wall Units - Vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor.

(2) Maximum Density and Optimum Moisture Content - Determine maximum density and optimum moisture content of the MSE granular backfill material according to AASHTO T 99 Standard Proctor Method A, with coarse particle correction according to AASHTO T 224.

(3) Moisture Content - Prepare backfill material to within minus 4% to plus 2% of optimum moisture content at the time of compacting. Add water to material that does not contain sufficient moisture and thoroughly mix. Remove excess moisture by manipulation, aeration, drainage, or other means before compacting.

(4) Density:

a. Backfill In and Within 3 Feet Behind Wall Units - Compact to 95% of maximum density using the required number of passes determined according to 0B596.47(b-5-a).

b. Backfill More Than 3 Feet Behind Wall Units - Compact to 95% of maximum density determined according to 0B596.47(b-5-b).

(5) Testing Methods and Frequency:

a. Test Pad Method - Before placing the wall backfill, determine the number of passes necessary to achieve the specified density by constructing a test pad that is at least 5 feet wide, 15 feet long, and 3 feet in final depth. Construct test pad fill in layers no more than 8 inches thick using the same equipment and methods that will be used to compact the wall backfill. Perform at least one density test according to AASHTO T 310 on each test pad layer. Construct and test a new test pad when changes in material occur or different equipment is used during the construction of the wall backfill, except a new test pad is not required for modular block drainage backfill.

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b. Nuclear Gauge Method - Test in-place field density according to AASHTO T 310. Test at the frequency required in the ODOT Manual of Field Procedures.

(6) Deflection Requirement - Conduct at least one deflection test, witnessed by the Engineer on each compacted layer of backfill according to ODOT TM 158. If the tested layer exhibits yielding, deflection, reaction, or pumping, rework the area to provide acceptable test results before placing the next layer.

Maintenance

0B596.60 Protecting Work - Protect and repair work as follows:

- Do not allow runoff from adjacent areas to enter the wall construction site during construction operations.
- At the end of each day's operation, direct potential runoff away from the wall by sloping the last lift of backfill away from the wall.
- Rework and repair all damaged subgrade areas to the depth where undamaged work is encountered.

Measurement

0B596.80 Measurement - The quantities of retaining walls will be measured on the area basis, and will be the area shown, in a vertical plane, for each retaining wall. Field measurement of each retaining wall area will not be made. The quantity will be the theoretical area of each retaining wall unless changes are ordered in writing by the Engineer. If changes are ordered, an adjustment will be made only for the quantity difference involved in the ordered plan changes.

The estimated quantities, for estimating purposes only, of listed materials are as follows:

Structure Number	Material	Estimated Quantities
Wall No. 2	Excavation	363 cu yd
	Modular Block (vertical plane)	1979 sq ft
	Granular Wall Backfill	130 cu yd
	Granular Drain Backfill	30 cu yd
	Leveling Pad (Gran. Struc. Backfill)	35 cu yd
	Sidewalk Coping	281 ft

The quantities of sidewalk coping will be measured on the linear foot basis, from end to end, along the face of the wall.

Payment

0B596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

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

No separate payment will be made for designing, furnishing and constructing the shoring system as required for Retaining Wall No.'s 1, 3, and/or 4, as this work will be considered part of the item "Retaining Wall, Prefabricated Modular" for these structures.

SECTION 0C596 - CAST-IN-PLACE CONCRETE RETAINING WALLS

Description

0C596.00 Scope - This work consists of furnishing and constructing nonproprietary cast-in-place concrete retaining walls as shown and specified.

0C596.02 Cost Reduction Proposals - According to 00140.70, cost reduction proposals will be considered for proprietary retaining wall systems that are preapproved by the Agency before advertisement of the Project.

0C596.03 Definitions:

Batter - The slope of the wall face from vertical that is expressed as degrees or as a ratio of the horizontal change in inches for each 12 inches of vertical change. A vertical face has a zero batter.

Nonproprietary Retaining Wall System - A retaining wall system that is not a patented or trademarked and is shown on the plans.

Proprietary Retaining Wall System - A retaining wall system that is protected by trademark, patent, or copyright and is produced or distributed by a manufacturer having exclusive rights.

Retained Backfill - Backfill within a distance of H/2 behind the rear face of a retaining wall. H is the total height of the wall excluding the footing.

Retaining Wall System - An engineered system of structural and geotechnical components that restrains a mass of earth. The terms retaining wall system, retaining structure, and retaining wall are used interchangeably.

Rigid Gravity Retaining Wall System - A retaining wall composed of monolithic cast-in-place concrete with a nominal amount of reinforcement placed near exposed faces that depends on concrete self weight for stability.

Semi-Gravity Cantilever Retaining Wall System - A retaining wall composed of a cast-in-place reinforced concrete flexural stem and base slabs that resist the moments and shears to which they are subjected and depends on concrete self weight and from the weight of backfill over its heel for stability.

0C596.05 Submittals - Submit complete working drawings according to 00150.35 at least 30 Calendar Days before beginning construction of cast-in-place retaining walls, including the following:

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- Unstamped working drawings for the cast-in-place walls.

Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings. Obtain the Engineer's written approval before beginning construction of the wall system.

Materials

0C596.10 Quality Control - Provide quality control according to Section 00165.

0C596.11 Backfill:

(a) Granular Structure Backfill - Furnish dense graded 1" - 0 or 3/4" - 0 aggregate base material for walls meeting the requirements of 02630.10 and the following:

(1) Material Passing No. 200 Sieve - The amount of material passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 27 and AASHTO T 11.

(2) Plasticity Index - The plasticity index of the material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.

(b) Pipe Drain Backfill - Furnish granular drain backfill material for drainage pipes meeting the requirements of 00430.11.

0C596.12 Concrete:

(a) Cast-in-Place Concrete for Rigid Gravity Retaining Walls - Furnish commercial grade concrete meeting the requirements of to Section 00440.

0C596.13 Steel - Furnish steel reinforcement for concrete meeting the requirements of Section 00530.

0C596.14 Geosynthetics - Furnish Type 1, Level B, drainage geotextile for subsurface drainage systems according to Section 02320.

Labor

0C596.30 Quality Control Personnel - Provide technicians with CAgT and CDT certifications.

Construction

0C596.40 General - Construct cast-in-place concrete retaining walls as shown.

0C596.41 Excavation and Foundation Preparation - Perform excavation and prepare backfill wall foundations according to Section 00510 and the following:

- Grade the foundation level for a width equal to the combined width of the wall footing plus 1.0 foot on each side.

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- Place backfill material in nearly horizontal layers not more than 8 inches thick.
- Do not construct backfill when the backfill, the foundation, or the embankment on which it would be placed is frozen, or unstable.

0C596.42 Compaction - Compact according to the following:

(a) Equipment - Provide the following compaction equipment:

(1) Backfill Within 3 Feet Behind Wall - Walk behind vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor; each with a gross static weight of not more than 1,000 pounds and a total compaction static plus dynamic force of not more than 5,000 pounds.

(2) Backfill More Than 3 Feet Behind Wall - Vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor.

(b) Maximum Density and Optimum Moisture Content - Determine maximum density and optimum moisture content of the granular structure backfill material according to AASHTO T 99 Standard Proctor Method A, with coarse particle correction according to AASHTO T 224.

(c) Moisture Content - Prepare the granular structure backfill material to within minus 4% to plus 2% of optimum moisture content at the time of compacting. Add water to material that does not contain sufficient moisture and thoroughly mix. Remove excess moisture by manipulation, aeration, drainage, or other means before compacting.

(d) Density:

(1) Backfill Within 3 Feet Behind Wall - Compact to 95% of maximum density using the required number of passes determined according to 0C596.42(e-1).

(2) Backfill More Than 3 Feet Behind Wall - Compact to 95% of maximum density determined according to 0C596.42(e-2).

(e) Testing Methods and Frequency:

(1) Test Pad Method - Before placing the wall backfill, determine the number of passes necessary to achieve the specified density by constructing a test pad that is at least 5 feet wide, 15 feet long, and 3 feet in final depth. Construct test pad fill in layers no more than 8 inches thick using the same equipment and methods that will be used to compact the wall backfill. Perform at least one density test according to AASHTO T 310 on each test pad layer. Construct and test a new test pad when changes in material occur or different equipment is used during the construction of the wall backfill.

(2) Nuclear Gauge Method - Test in-place field density according to AASHTO T 310. Test at the frequency required in the ODOT Manual of Field Procedures.

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(f) Deflection Requirement - Conduct at least one deflection test, witnessed by the Engineer on each compacted layer of backfill according to ODOT TM 158. If the tested layer exhibits yielding, deflection, reaction, or pumping, rework the area to provide acceptable test results before placing the next layer.

0C596.43 Wall Construction:

(a) Wall Drainage - Construct wall drainage according to Section 00430.

(b) Cast-in-Place Concrete Gravity Retaining Walls - Construct cast-in-place concrete gravity retaining walls as shown.

(c) Cast-in-Place Semi-Gravity Cantilever Retaining Walls - Construct cast-in-place concrete semi-gravity retaining walls as shown.

Measurement

0C596.80 Measurement - The quantities of retaining walls will be measured on the area basis, and will be the area shown, in a vertical plane, for each retaining wall. Field measurement of each retaining wall area will not be made. The quantity will be the theoretical area of each retaining wall unless changes are ordered in writing by the Engineer. If changes are ordered, an adjustment will be made only for the quantity difference involved in the ordered plan changes.

The estimated quantities, for estimating purposes only, of listed materials are as follows:

Structure Number	Material	Estimated Quantities
Wall No. 1	Structural Excavation	135 cu. yd.
	Granular Wall Backfill	85 cu. yd.
	Commercial Grade Concrete	40 cu. yd.
	Steel Reinforcement	1620 lbs.
	Granular Drain Backfill	10 cu. yd.
Wall No. 3	Structural Excavation	50 cu. yd.
	Granular Wall Backfill	35 cu. yd.
	Commercial Grade Concrete	15 cu. yd.
	Steel Reinforcement	560 lbs.
	Granular Drain Backfill	5 cu. yd.
Wall No. 4	Structural Excavation	6 cu. yd.
	Granular Wall Backfill	5 cu. yd.
	Commercial Grade Concrete	1 cu. yd.
	Steel Reinforcement	50 lbs.
	Granular Drain Backfill	1 cu. yd.

Payment

0C596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

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Pay Item	Unit of Measurement
Retaining Wall, Cast-In-Place Concrete Rigid Gravity.....	Square Foot

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

Excavation below elevations shown will be paid for according to 00510.90(c-2).

No separate or additional payment will be made for:

- excavation, shoring, and specified backfill
- wall drainage and filter systems
- concrete and reinforcement for concrete

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SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40 Pavement Removal - Replace paragraphs (b), (c), (d), and (e) with the following paragraph (b):

00620.42 Disposal of Materials - Replace this subsection, except for the subsection number and title, with the following:

Dispose of all materials according to 00290.20.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

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SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. Approximately 2 tons of emulsified asphalt in tack coat will be required on this Project.

SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

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

00744.16 MHMAC Acceptance - Replace this subsection with the following subsection:

00744.16 MHMAC Acceptance - A CAT-1 shall perform a minimum of one asphalt content, gradation, mix moisture, and Maximum Specific Gravity (AASHTO T 209) test per day and provide results to the Engineer by the middle of the following work shift. The Contractor shall also provide split samples to the Engineer when requested. Testing may be waived upon written notice and accepted visually by the Engineer according to Section 4(B) of the MFTP.

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

Add the following subsection:

00744.17 Small Quantity Acceptance - When less than three test results are obtained on a project and testing has not been waived by the Engineer, the MHMAC will be accepted according to the following:

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

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

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

(2) Backup Out of Specifications - If the backup sample test results are out of specification, the Contractor may choose to accept the price adjustment calculated according to 00744.95 or may choose to sample the in-place material for further testing. The price adjustments will be computed using all original test results as well as all backup test results. (If there are less than three tests, average the two tests you

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have and use the average as the third test result). In no case will the composite pay factor (CPF) be greater than 1.0.

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

00744.49 Compaction - Replace this subsection with the following subsection:

00744.49 Compaction - Immediately after the MHMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 91% of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot test results are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day. The Engineer may waive compaction testing upon written notice.

00744.80 Measurement - Delete the paragraph that begins "No separate measurement will be made...".

00744.90 Payment - Delete the paragraph that begins "No separate or additional payment will be made for the asphalt tack...".

Add the following subsection:

00744.95 MHMAC Price Adjustments - The Composite Pay Factor (CPF), calculated according to 00165.40 will be applied to the Contract unit price for the pay items of 00744.90 and to the applicable lot quantities. The CPF will be made available to the Contractor within 24 hours of receipt of the required quality control test results. If less than three samples are tested, the CPF will be computed as outlined in 00744.17. The maximum CPF for any case will be 1.0.

Use the following table to determine price adjustments in the CPF for constituents of MHMAC.

Gradation Constituents	Dense Graded MHMAC Type		
	Weighting Factor (f)		
All Aggregate Passing	3/4"	1/2"	3/8"
1"	1		
3/4"	1	1	
1/2"	1	1	1
3/8"	–	–	1
No. 4	5	5	5

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No. 8	5	6	6
No. 30	3	3	3
No. 200	10	10	10

Other Constituents

Asphalt Content	26	26	26
Moisture Content	8	8	8
Compaction	40	40	40

Those MHMAC constituents statistically evaluated will be eligible for a maximum PF of 1.00 (see 00165.50(b-1)), unless otherwise specified.

If these specifications do not require measurement of a constituent, its individual PF will be considered 1.00 in calculating the CPF according to 00165.40.

A price adjustment will be determined by the following formula:

$$(CPF - 1) \times \text{MHMAC Unit Price} \times (\text{LQ}) = \underline{\hspace{2cm}}$$

Where: LQ is the quantity of mixture in the lot

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This work consists of furnishing, placing and finishing commercial grade concrete curbs, islands, traffic separators, driveways, walks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established. The commercial grade concrete items in this Section will be collectively referred to as "structures".

00759.10 Materials - Replace the metal pipe handrail line with the following line:

Metal Handrail..... 02830

00759.52 Metal Handrail - Fabricate and assemble free standing and bolted down metal handrail as shown.

00759.53 Welding - Welding, welder qualifications, prequalification of weld details and inspection of welds shall conform to AWS D1.1. Submit all welding procedure specifications to the Engineer for approval.

00759.54 Bolt Holes:

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(a) Punched Holes - Use a die with a diameter not exceeding the diameter of the punch by more than 1/16 inch. Ream any holes that are required to be enlarged to admit the anchor bolts. Make clean cut holes without torn or ragged edges.

(b) Accuracy of Punched Holes - Locate all holes punched full size so accurately that when multiple anchor plates are stacked with the edges even, a cylindrical pin 1/8 inch smaller in diameter than the nominal size of the punched hole may be entered perpendicular to the face of the plate without drifting in each of the connecting holes in the same plane. Non-conforming pieces will be rejected.

00759.80 Measurement - Replace the length basis bullet with the following bullet:

- **Length Basis** - Measurement of concrete items will be along the face of the structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.

00759.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
(m) Metal Handrail, ____ Rails.....	Foot

Add the following paragraph:

In item (m), the number of rails will be inserted in the blank.

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SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.20(b) Equipment for Longitudinal Lines - Replace the paragraph that begins "Use equipment capable of..." with the following paragraph and bullets:

Provide equipment that can:

- Place two parallel lines simultaneously with 4 inch minimum to 12 inch maximum spacings between the two lines.
- Place the entire width of a line in one pass.

00850.46 Placement Tolerance - Replace the bullet that begins "Thickness of lines..." with the following bullet:

- **Thickness of flat, surface applied lines:** + 1/3 of the specified thickness, - 1/10 of the specified thickness

00850.47(b) Curing of Material - Replace the sentence that begins "Rate the line..." with the following sentence:

Rate the line, markings, and pavement marker adhesive at the time of installation to determine if the material has properly cured.

00850.47(c) Retroreflectivity - Replace the sentence that begins "Use a retroreflectometer..." with the following sentence:

Use a 30 meter geometry retroreflectometer to measure the retroreflectivity within 48 hours of curing, except for paint applications:

00850.70 Disposal of Waste - Replace this subsection with the following subsection:

00850.70 Disposal of Materials - Dispose of all materials according to 00290.20.

SECTION 00851 - PAVEMENT MARKING REMOVAL

Comply with Section 00851 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.

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SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

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

00867.40 General - Delete this subsection.

00867.45 Installation - Replace the bullet that begins "Type B: Preformed..." with the following three bullets:

- **Type B: Preformed, Fused Thermoplastic Film** - Install preformed, fused thermoplastic film as shown.
- **Type B-HS: Preformed, Fused Thermoplastic Film High Skid** - Install preformed, fused thermoplastic film high skid, that has intermixed reflective elements with factory installed crushed glass or aggregate on the surface for all staggered continental crosswalks, bike lane stencils, bike path railroad crossings, and other transverse pavement markings as shown.
- **Type AB:** Install Type A, Type B or Type B-HS as the Contractor elects.

00867.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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

Pay Item	Unit of Measurement
(a) Pavement Legend, Type ____: Bicycle Lane Stencil.....	Each
(b) Pavement Bar, Type ____	Square Foot

In items (a) through (b), the type of pavement marking material will be inserted in the first blank.

Item (a) includes the bike lane stencil and arrow.

Item (b) includes all transverse pavement markings that are defined as a "BAR", including but not limited to, stop bars, crosswalk bars, chevron bars, transverse median bars, and transverse shoulder bars.

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

Payment for work under this Section will be limited to 75% of the amount due until the Agency has received the signed warranty.

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SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

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SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

- **Seed Mix No. 1 Seeding:** *

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Bromus carinatus (California Brome)	8.7	_____	_____	_____
Bromus vulgaris (Columbia Brome)	4.5	_____	_____	_____
Elymus glaucus (Blue Wildrye)	17.8	_____	_____	_____
Festuca rubra Var. 'Rubra' (Native Red Fesuce)	2.4	_____	_____	_____
Achillea millefolium (Yarrow)	0.5	_____	_____	_____

* Oregon Certified Seed

01030.15 Mulch - Add the following paragraph and bullets to the end of this subsection:

Furnish straw mulch for all roadside erosion control seeding except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

1030.42 Weed Control – Add the following to the end of the first paragraph:

Weed control is required on this project. Target weeds are gorse (*Ulexeuropaeus*), Scot's broom (*Cytisus scoparius*) and Himalayan blackberry (*Rubus armeniacus*). Weed control area consists for all ground disturbed by construction within the project site and at staging and storage areas.

01030.71 Disposal of Materials - Dispose of all materials according to 00290.20.

SECTION 01040 - PLANTING

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

01040.14 Topsoil – Add the following subsection:

(c) Planting Mix – Planting mix shall be comprised of 75% topsoil and 25% composted yard debris soil conditioner, thoroughly mixed.

01040.15 Soil Conditioners - Replace the sentence that begins "Submit a 15 pound..." with the following sentence:

For mushroom compost and peat moss only, submit a 15 pound sample for approval by the Agency before construction.

01040.15(b) Composted Yard Debris - Replace this subsection with the following subsection:

01040.15(b) Commercially Manufactured Compost - Commercially manufactured fine and medium compost material meeting the requirements of Section 03020.

01040.22 Water - Add the following sentence to the end of this subsection:

Provide moisture retention chemicals for this Project.

01040.48(a) Method "A" (Cultivated Planting Areas, Non-lawn) - Replace the first paragraph with the following:

Cultivate plant beds to a depth of 18". Install 12" of planting mix and till into native soil to a depth of 18".

01040.49 General Planting - Add the following to the end of this subsection:

The following minimum watering frequencies are required:

- Deciduous trees that are 3 feet tall, water at a frequency of 5 gallons per week .
- Conifer trees that are over 3 feet tall, water at a frequency of 5 gallons per week .
- All shrubs, water at a frequency of 1" per week.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

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SECTION 02030 - MODIFIERS

Comply with Section 02030 of the Standard Specifications modified as follows:

02030.10 Fly Ash - Replace this subsection with the following subsection:

02030.10 Fly Ash - Furnish Class C, Class F, or Class N fly ash from the QPL and meeting the requirements of AASHTO M 295 (ASTM C 618).

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Add the following to the end of this subsection:

Before using liquid compounds, submit one quart samples of each lot for testing except samples are not required for commercial grade concrete applications unless the liquid compound is a conditionally approved product.

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Under the Projects on State Highways requirements, replace the "Inlet frames and grates" line with the following lines:

Inlet frames and grates	M 306	Class 35 B
	M 227 (A 663)	65
	M 270 (A 709) A 36	36
	M 103 (A 27)	65 - 35

SECTION 02830 - HANDRAIL

Section 02830 of the Standard Specifications is replaced with the following Section.

SECTION 02830 - METAL HANDRAIL

Description

02830.00 Scope - This Section includes the requirements for the steel in handrail for stairways and pedestrian facilities.

Materials

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02830.10 Shapes, Plates, and Bars - Shapes, plates, and bars shall conform to ASTM A 36.

Punch anchor plate bolt holes at the locations shown before fabrication.

02830.20 Steel Pipe - Steel pipe shall conform to ASTM A 500, seamless, Grade B.

02830.21 Steel Tube - Steel tube shall conform to ASTM A 500, seamless, Grade B.

02830.22 Fasteners - Fasteners shall meet the requirements of Section 02560. Machine screws shall be SAE 18-8 stainless steel.

02830.30 Galvanizing - Hot-dip galvanize all handrail components according to AASHTO M 111 (ASTM A 123) after shop fabrication.

02830.31 Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A 780 and ASTM A 123. Minimum zinc content for Method A2 is 94% on the dry film.

02830.40 Incidentals - Plates, caps, and miscellaneous pieces necessary to complete the rail shall be as shown.

02830.50 Acceptance - Acceptance of handrail materials will be according to 00165.35 and this Section.

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SECTION 03020 - EROSION MATERIALS

Section 03020, which is not a Standard Specification, is included in this Project by Special Provision.

Description

03020.00 Scope - This Section includes the requirements for erosion control materials.

Materials

03020.10 Commercially Manufactured Compost - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and it's Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:
 - Source-separated yard and garden wastes
 - Wood wastes
 - Agricultural crop residues
 - Wax-coated cardboard
 - Preconsumer vegetative food wastes
 - Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
 - Manure or biosolids based composts when approved.
- Meets the following compost particle size and media parameters:

Compost Particle Size

Sieve Size	Compost Type		
	Fine*	Medium*	Coarse**
	Minimum Percent Passing (By Dry Weight)		
3"	100	100	100
1"	–	90	90
3/4"	–	65	70
5/8"	95	–	–
	Maximum Percent Passing (By Dry Weight)		
1/4"	–	50	30

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<p>* maximum 3 inch particle length ** maximum 6 inch particle length</p>

Media Parameters

Test	Test Method	Requirements
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%
Organic Matter	TMECC** 05.07-A	35% (Minimum)
pH	TMECC** 04.11-A	6.0 to 8.5
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio
		Fine Medium & Coarse
		<25:1 n/a
Stability	TMECC** 05.08-B	8 or below
Maturity	TMECC** 05.05-A	80% or Greater
Moisture Content	TMECC** 03.09-A	35-60% (Wet Weight)
<p>* Man-made Inert ** Test Methods for Evaluation of Compost and Composting</p>		

03020.90 Acceptance - Acceptance of commercially manufactured compost material will be the following:

- Quality compliance certification according to 00165.35.
- Copies of STA lab analysis.
- Copy of DEQ permit or registration of the compost producer.

Please use BLUE ink for completing this Bid form.

BID FORM

To: City of Newport
Address: 169 SW Coast Highway, Newport, OR 97365
Project Title: SW NATERLIN DRIVE SIDEWALK AND BICYCLE IMPROVEMENTS

1. BIDDER'S DECLARATION AND UNDERSTANDING

1.1 Collusion

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in the conformity with any agreement or rules of any group, association, or organization, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought by collusion to obtain for itself any advantage over any bidder or over the City.

1.2 Bidder's Certification

Bidder certifies the Bidder is qualified to do business in Oregon or will become qualified prior to signing the contract. Bidder has or will obtain a business license from the City.

1.3 Prevailing Wage Rates

The Bidder shall comply with all applicable City, Federal and/or State laws, including but not limited to prevailing wage laws.

2. CONTRACT EXECUTION AND BONDS

2.1 General

If this bid is accepted, Bidder will, within 10 working days after receiving the Notice of Award, sign the contract in the form included in the Solicitation Documents, and deliver to the City the required Performance Bond and Payment Bond. Bidder will perform the work and furnish all the materials, equipment and labor necessary to complete the work in accordance with the terms and conditions of the contract.

2.2 Terms and Conditions.

Bidder accepts the terms and conditions of the Solicitation Documents.

3. CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, within 10 working days after receiving Notice of Award, certificates of insurance required by the Solicitation Documents. Bidder further agrees that the unit price and lump sum amounts stated in this bid include specific consideration for the insurance coverage, including contractual liability, required by the

contract. Bidder will add the City as an additional insured to its insurance coverage.

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

Bidder agrees to begin work 10 working days after the date of the Notice to Proceed and to substantially complete the construction by 1 June 2011.

5. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

If Bidder is awarded the contract and fails to complete the work within the time allowed by the contract, Bidder shall pay City liquidated damages in accordance with section 00180.85(b) of the special provisions. This amount is a reasonable estimate of the damages that will be suffered by the City due to the delay of use of the project and the public inconvenience that will be suffered, the additional engineering, administrative and legal expenses, and actual loss of income suffered by the City.

6. ADDENDA

Bidder acknowledges that it has received Addenda Nos. _____, _____, _____, _____, (bidder shall insert No. of each Addendum received) and agrees that all addenda issued are part of the Solicitation Documents. Bidder has taken all addenda into consideration in submitting this bid.

7. LUMP SUM OR UNIT PRICE WORK

Bidder shall accept as full payment the amounts computed under the provisions of the Contract Documents and based upon the Contract price. Unit prices are independent of the exact quantities involved. Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

8. BID SCHEDULE

BID SCHEDULE

SW Naterlin Drive Sidewalk and Bicycle Improvements

Bid Opening: March 17, 2011 – 10:00 A.M., P.S.T.

	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
0200 MOBILIZATION AND TRAFFIC CONTROL					
1	MOBILIZATION (10%)	LS	1	\$	\$
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$	\$
3	EROSION CONTROL	LS	1	\$	\$
4	TEMPORARY MULCHING	ACRE	0.30	\$	\$
5	INLET PROTECTION, TYPE 3 (FILTER SACK INSERT)	EACH	7	\$	\$
6	INLET PROTECTION, TYPE 4 (BIO BAGS)	EACH	4	\$	\$
7	COMPOST FILTER SOCK	FOOT	685	\$	\$
8	POLLUTION CONTROL PLAN	LS	1	\$	\$
9	MATTING (BONDED FIBER MATRIX)	ACRE	0.11	\$	\$
0300 ROADWORK					
10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
11	EMBANKMENT IN PLACE	CUYD	300	\$	\$
0400 DRAINAGE AND SEWERS					
12	SUBSURFACE DRAIN OUTLETS	EACH	2	\$	\$
13	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	51	\$	\$
14	4 INCH PVC PIPE	FOOT	1000	\$	\$
15	FIELD INLET	EACH	1	\$	\$
16	CONCRETE INLETS, TYPE G-2	EACH	1	\$	\$
17	MINOR ADJUSTMENT OF MANHOLES	EACH	1	\$	\$
0500 WALLS					
18	RETAINING WALL, CAST-IN-PLACE CONCRETE RIGID GRAVITY	SQFT	921	\$	\$
19	RETAINING WALL, PREFABRICATED MODULAR	SQFT	1979	\$	\$
20	SIDEWALK COPING	FOOT	280	\$	\$
0600 BASES					
21	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	220	\$	\$
22	AGGREGATE BASE	TON	850	\$	\$
0700 WEARING SURFACES					
23	LEVEL 3, 1/2 INCH DENSE MHMAC (MIXTURE)	TON	350	\$	\$
24	EXTRA FOR ASPHALT APPROACHES	EACH	1	\$	\$
25	CONCRETE CURBS, CURB AND GUTTER	FOOT	1230	\$	\$
26	CONCRETE DRIVEWAYS	SQFT	210	\$	\$
27	CONCRETE WALKS	SQFT	6200	\$	\$
28	CONCRETE STAIRS	CUYD	4	\$	\$
29	METAL HANDRAIL, 3 RAILS	FOOT	575	\$	\$
0800 PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
30	PAVEMENT LINE REMOVAL	FOOT	1100	\$	\$
31	PAVEMENT BAR REMOVAL	SQFT	43	\$	\$
32	THERMOPLASTIC, PROFILE, 120 MILS, EXTRUDED	FOOT	1700	\$	\$

BID SCHEDULE

SW Naterlin Drive Sidewalk and Bicycle Improvements

Bid Opening: March 17, 2011 – 10:00 A.M., P.S.T.

33	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	EACH	2	\$	\$
34	PAVEMENT BAR, TYPE D	SQFT	210	\$	\$
0900 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS					
35	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	\$	\$
01000 PERMANENT RIGHT OF WAY DEVELOPMENT					
36	PERMANENT SEEDING, MIX NO. 1	AC	0.11	\$	\$
37	TOPSOIL	CUYD	20	\$	\$
38	SOIL CONDITIONER	CUYD	7	\$	\$
39	CONIFER TREES, 3 FT HEIGHT	EACH	4	\$	\$
40	SHRUBS, NO. 1 CONTAINER	EACH	20	\$	\$
41	SHRUBS, NO. 3 CONTAINER	EACH	32	\$	\$
42	GROUNDCOVERS, 4" POT	EACH	108	\$	\$
43	GROUNDCOVERS, NO. 1 CONTAINER	EACH	70	\$	\$
44	BARK MULCH	CUYD	13	\$	\$
45	REMOVING AND REBUILDING FENCE	FOOT	80	\$	\$
TOTAL					

9. SURETY

If the Bidder is awarded a construction contract on this bid, Bidder anticipates that the surety that will provide the required performance and payment bond will be

_____, whose address is _____
Street City State Zip

10. RESIDENT/NONRESIDENT BIDDER STATUS

A resident bidder is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid that it is a resident bidder.

Bidder is: (check one)

- 1. A resident bidder _____.
- 2. A nonresident bidder _____.

If nonresident, indicate state where Bidder resides: _____.

11. FEDERAL TAX IDENTIFICATION NUMBER

In order for the Owner to comply with Federal law for the purposes of Form 1099 reporting, unincorporated businesses shall supply their Federal Tax Identification Number. Incorporated businesses do not need to supply this information.

Bidder's Federal Tax Identification Number _____.

12. CONSTRUCTION CONTRACTOR REGISTRATION NUMBER

Oregon Construction Contractor's Board Registration No. _____.
Electrician License No. _____.

13. CONTACT INFORMATION

Name, phone number, and address for receipt of official communications and for additional information on this bid:

14. NAME OF BIDDER, SIGNATURES

The full legal name of the bidder is: _____.

BY SIGNING BELOW, THE SIGNER REPRESENTS THAT THE SIGNER HAS AUTHORITY TO SIGN FOR AND BIND ANY ENTITY OR ORGANIZATION THAT THE PERSON IS SIGNING FOR. ANY PERSON SIGNING FOR AN ORGANIZATION ACCEPTS LIABILITY TO THE CITY IF THE PERSON LACKS AUTHORITY TO SIGN.

If An Individual

(Signature)

(Printed Name)

(Date)

If a Corporation, Partnership or Other Legal Entity

(Type of Entity)

(Signature)

(Printed Name)

(Date)

(Title)

SUBMITTED ON _____, 2011.

**FIRST-TIER SUBCONTRACTOR
DISCLOSURE FORM**

Submit this form either separately with the Bid, or separately within 2 working hours of when the Bids are due at 2:00 p.m., on _____. Refer to Section 13, INSTRUCTIONS TO BIDDERS for instructions for filling out this form.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD (OAR 137-040-0017).

PROJECT NAME: _____ PROJ#: _____

BID CLOSING DATE: _____ TIME: _____

BIDDER: _____

BIDDER'S SIGNATURE: _____ DATE: _____

FIRST-TIER SUBCONTRACTORS

Type of Work: _____

Name: _____

Address: _____

Phone No.: _____

Construction Contractor's Board Registration Number: _____

Electrician License Number: _____

Amount of Subcontract (Dollars): _____

Type of Work: _____

Name: _____

Address: _____

Phone No.: _____

Construction Contractor's Board Registration Number: _____

Amount of Subcontract (Dollars): _____

Type of Work: _____

Name: _____

Address: _____

Phone No.: _____

Construction Contractor's Board Registration Number: _____

Amount of Subcontract (Dollars): _____

Type of Work: _____

Name: _____

Address: _____

Phone No.: _____

Construction Contractor's Board Registration Number: _____

Amount of Subcontract (Dollars): _____

Type of Work: _____

Name: _____

Address: _____

Phone No.: _____

Construction Contractor's Board Registration Number: _____

Amount of Subcontract (Dollars): _____



**STATUTORY PUBLIC WORKS BOND
STATE OF OREGON**

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Address

City State Zip

**CITY OF NEWPORT
PUBLIC IMPROVEMENT CONTRACT**

This contract is between the City of Newport (“City”), an Oregon municipal corporation, 169 SW Coast Highway, Newport, OR 97365 and _____ (“Contractor”) [address].

Recital

City selected Contractor to perform work for the City according to its public contracting rules and process.

Terms of Contract

1. Term. This contract shall be effective when signed by both parties; Contractor has submitted the required certificates of insurance and bonds and the City has issued a Notice to Proceed. It shall remain in effect until the work has been completed; the work has been accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration. Terms that by their nature survive expiration shall remain in effect after expiration.
 - a. Work shall commence as stated in the Notice to Proceed from City to Contractor.
 - b. Work shall be substantially complete by the date set forth in section 00180.50(h) of the supplementary specifications.
2. Scope of Work. Contractor shall perform the work in Exhibit A – Scope of Work (“Project”). Contractor is required to furnish all materials, labor, water, tools, power, equipment, transportation and other work needed to construct the Project.
3. Payment. City shall pay Contractor an amount not to exceed \$_____ according to the schedules and prices stated in Exhibit B.
 - a. Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. City shall make a progress payment equal to the value of the completed work (of uncontested amounts), less amounts previously paid, less retainage of five percent (5%), within 30 days of receipt of the invoice.
 - b. City shall inspect the Project within 15 days of receipt of written notice from Contractor that the work is ready for final inspection and acceptance. The City shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the work that must be done before the Project can be accepted. If a rejection is issued, Contractor shall complete all work needed to be done and request another inspection. The process shall be continued until the City determines that the Project is complete and accepted.

- c. Within 30 days after written acceptance by the City and receipt of the warranty bond required by Section 8.c, all remaining amounts, including the retainage, shall be paid to Contractor, provided that Contractor shall submit evidence satisfactory to the Project Manager or Contracts Manager that all payrolls, material bills, and other indebtedness connected with the work have been paid. In case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to City guaranteeing payment of all such disputed amounts . If City fails to pay within 30 days of acceptance and receipt of the bond, City shall pay interest at the rate of 1.5% per month on any unpaid amounts.

4. Contract Documents.

This contract consists of the main text of this contract and the following exhibits:

- a. Exhibit A – Scope of Work
- b. Exhibit B – Bid Schedule

The following documents are part of the contract documents and are binding on the parties:

- a. Authorized Change Orders
- b. Notice to Proceed
- c. Contract, including Exhibits
- d. Drawings
- e. Supplemental Specifications
- f. Special Conditions or Provisions
- g. Standard Specifications and Drawings
- h. General Conditions or Provisions
- i. Solicitation/RFP Documents

In the event of a conflict between or among contract documents, specific provisions and detailed drawings shall prevail over general provisions and general drawings. In the event two provisions conflict, Contractor will comply with the most stringent provision. Figure dimensions on plans shall take precedence over scale dimensions. Contractor must also supply a performance bond and a payment bond, as required by Section 8 and certificates of insurance as required by Section 7. Contractor acknowledges that it has or has access to all the contract documents referred to in this Section and will comply with all the contract documents.

5. Provisions Required by State Law and Grant Requirements

- a. Contractor shall:
 - i. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - iii. Not permit any lien or claim to be filed or prosecuted against City.

- iv. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - v. Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
 - vi. Salvage or recycle construction and demolition debris, if feasible and cost-effective.
- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
 - c. If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in the case of a subcontractor, from Contractor), Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon, on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor. The rate of interest may not exceed 30 percent. The amount of interest may not be waived.
 - d. If Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
 - e. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
 - f. For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - ii. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday;

and

- iii. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

- g. Contractors and subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- h. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- i. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017, and provide the required Workers' Compensation coverage, unless exempt under the law. Contractor shall ensure that each of its subcontractors comply with these requirements.
- j. Contractor shall utilize where applicable, recycled materials if: (a) the recycled product is available; (b) the recycled product meets applicable standards; (c) the recycled product can be substituted for a comparable non-recycled product; and (d) the recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).
- k. Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier subcontractor. The interest penalty does not apply if the only reason for the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier subcontractor to include a similar payment and interest penalty clause and shall require subcontractors to include similar clauses with each lower-tier subcontractor or supplier.

- l. By signing this contract, Contractor certifies that all subcontractors performing construction work shall be registered by the Construction Contractors Board or licensed by the State Landscape Contractors Board and such other boards and commissions as required, before the subcontractor starts work on the Project.
- m. By signing this contract, Contractors certifies that it shall comply with Oregon tax laws.

6. Indemnity

Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

7. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Errors & Omissions	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	\$50,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Contractor shall provide City with certificates of insurance demonstrating that all required insurance is in place prior to issuance of the notice to proceed.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

8. Bonds

- a. Contractor shall provide a separate Performance Bond and a separate Payment Bond

in a form acceptable to the City Attorney. Each bond shall be equal to 100% of the contract amount. The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Newport's consent, nor shall the City release them prior to Contract completion. Bonds must be originals - faxed or photocopied bond forms shall not be accepted.

- b. Contractor shall file with the Construction Contractor's Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.
- c. Contractor shall provide a warranty bond in the amount of the contract amount to cover the warranty period set forth in section 13. The City's acceptance of the work shall not take effect until receipt of the warranty bond.

9. Conflict of Interest

Contractor shall not give or offer any gift, loan, or other thing of value to any city official or employee. The Contractor shall not rent, lease, or purchase materials, supplies, or equipment, with or through any City official or employee.

10. Impact on Traffic and Property

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; including the provision of adequate dust control, provisions of adequate noise control and all obstructions to traffic in accordance with the manual on uniform traffic control devices if applicable.

11. Prevailing Wage

- a. Contractor shall pay workers in each trade or occupation the higher of the applicable State prevailing wage rate or the federal prevailing wage rate under the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Contractor and any subcontractors shall post the prevailing wage rates and fringe benefits as required by ORS 279C.840.
- b. Contractor shall furnish weekly to the City, certified statements, in writing, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed on the works; and (b) that no worker employed on the work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage. If the Contractor has not filed the certified statements as required under this contract, the City shall retain 25 percent of any amount earned by the Contractor until the Contractor has complied. The City shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor has filed the certified statements with the City.
- c. Contractor shall allow the Bureau of Labor and Industries ("BOLI") to enter the office or business establishment of Contractor at any reasonable time to determine

whether the prevailing rate of wage is actually being paid and shall make payment records available to BOLI on request. Contractor shall require subcontractors to provide the same right of entry and inspection.

- d. City shall not make final payment unless the prevailing wage rate certifications are received.
- e. Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this contract. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at:
- f. Prevailing Wage Requirements (ORS 279C.830 AND ORS 279C.840).

The Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI) <http://www.boli.state.or.us/BOLI> and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) through to the completion of this Contract (The current wage rate is determined by the 1st date of advertisement of the project).

Davis Bacon and Oregon State Prevailing Wage Rates included in the Invitation to Bid are applicable to this project; the higher of two wage rates shall be paid for each hour worked. Information is also available by contacting BOLI at 971-673-0839 or <http://www.oregon.gov/BOLI/WHD/PWR/index.shtml>

12. Equal Opportunity Employment

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements.

13. Warranties

Contractor unconditionally warrants all work and materials under this Contract, including additional work authorized under change orders, against any defects whatsoever, for one year from the date of acceptance by the City, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. Without limiting the foregoing:

- a. Contractor shall: i) perform all work in accordance with all specifications, correcting any work not in compliance with specifications, ii) repair all damage to other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period, and which are the result of defects in construction or materials installed under this contract. Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in its work or materials.

- b. Within 10 calendar days of the City's written notice of defects, Contractor or Contractor's Surety shall start repair of the defects and all related damage. If Contractor or Contractor's Surety fails to correct and repair the defects in a timely manner, the City may have the correction and repair done by others. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects or the City may deduct any amount incurred for such correction and repair from amount owed to the Contractor
- c. In case of an emergency where delay could result in serious loss or damage, the City may make emergency corrections and repairs, without written notice. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair from amount owed to the Contractor.
- d. All work done to comply with the warranty shall itself be warranted for one year beginning on the date of the City's acceptance of the corrections, repairs, replacements or changes.

14. Liquidated Damages

Contractor recognizes that the City shall incur significant internal and external costs (damages) as a result of any delay by the Contractor completing all work within the specified contract time. However, given the nature of the Project, it is unduly burdensome and difficult to demonstrate the exact dollar value of damages related to delay. The City has made a good faith and reasonable estimate of damages it would suffer from delay in completion. Contractor agrees to pay to City, not as a penalty but as liquidated damages, the amount specified in section 00180.85(b) of the special provisions, for each calendar day of delay in completion of the project.

The City is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess.

If the Contract is terminated according to the Section 15 and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages shall be assessed against the Contractor for the duration of time reasonably required to complete the work.

15. Termination

- a. Default. City may terminate this contract for default on 10 day's written notice if Contractor:
 - Violates any material provision of the contract;
 - Disregards applicable laws and regulation;
 - Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance with the contract;
 - Fails to make prompt payment to subcontractors;
 - Makes an unauthorized assignment;
 - Has a receiver appointed because of the Contractor's insolvency;
 - Is adjudged bankrupt and the court consents to the contract termination; or
 - Otherwise fails or refuses to perform the contract according to its terms and conditions.

Contractor may avoid termination by remedying the default to City's satisfaction within the 10 day notice period. The City may extend the 10 day period if it is satisfied that Contractor is making satisfactory progress towards remedying the default. On termination, Contractor shall provide City with immediate and peaceful possession of the Project site, and of all materials and equipment to be incorporated into the Project, whether located on and off the Project site, for which the Contractor received progress payments.

If the contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the City because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the work is completed. However, progress payments for completed work that is disputed and remains due and owing at the time of contract termination may be made according to the City's payment terms, except that City shall be entitled to withhold sufficient funds to cover costs incurred by the City as a result of the termination. Final payment to the Contractor shall be made according to the City's payment terms.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience. On termination, City may:

- Take possession of the Project site;
- Take possession of materials on the Project site;
- Take possession of materials not on the Project site, for which the Contractor received progress payments;
- Take possession of equipment on the Project site that is to be incorporated into the work;
- Take possession of equipment not on the Project site that is to be incorporated into the work, and for which the Contractor received progress payments; and
- Finish the work by whatever method the City deems expedient.

b. Termination for Public Convenience. City may terminate the contract in whole or in part whenever the City determines that termination of the contract is in the best interest of the public.

- **Notice**
The City shall provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. On the termination date stated in the notice, Contractor and Contractor's Surety shall provide the City with immediate and peaceful possession of the Project site, and of materials and equipment to be incorporated into the work, whether located on and off the Project site, for which the Contractor received progress payments.

- **Compensation**

If the contract is terminated for public convenience, compensation shall be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/un-paid) for such work, materials & equipment; less any outstanding labor or material claims against the Contractor.

16. Compliance with Law

a. Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations. Contractor shall maintain a current City business license. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

b. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the environmental and natural resources regulations listed in the invitation to bid, Contractor shall immediately notify City and not perform further work without written direction from City. On request of the City, Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition and provide the cost estimate promptly to the City. Within a reasonable time after receiving the estimate, the City may:

- i. Terminate the contract;
- ii. Complete the work itself;
- iii. Use other resources already under contract with the City, through the City of Newport;
- iv. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of this chapter; or
- v. Issue a change order, setting forth the additional work that must be undertaken, including any necessary extension of time;
- vi. Seek recovery from property owners or other responsible parties.

If City chooses to terminate the contract under this subsection, Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

17. Assignment

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion.

18. Non-partnership

Neither the City nor Contractor is a partner or joint venture with the other party in connection with the activities carried out under this contract. Contractor is engaged as an independent contractor.

- a. Contractor shall be solely responsible for payment of any federal or state taxes required as a result of this Contract.
- b. Contractor is not a City employee and is not entitled to any benefits granted to City employees.

19. Force Majeure

Neither party shall not be held responsible for delay or default caused by fire, riot, war or acts of nature beyond a party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

20. Waiver

The failure of the either party to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

21. Limitation on Authority

The City retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

22. Attorney Fees and Governing Law

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the Lincoln County Circuit Court in the State of Oregon.

23. Merger

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by signature of its authorized representative, hereby acknowledges that Contractor understands the Contract and agrees to be bound by its terms and conditions.

24. Notices

All notices shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:

City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Attn: Jim Voetberg, City Manager
Phone: 541-574-0601
Email: j.voetberg@newportoregon.gov

If to Contractor:

Phone: _____
Email: _____

Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served on receipt of the facsimile or E-Mail, followed by mail delivery.

By the signatures of their respective authorized signatories, the parties agree to all terms and conditions of this Contract.

CITY OF NEWPORT:

Jim Voetberg, City Manager

Date

Approved as to form:

Penelope McCarthy, City Attorney

Date

CONTRACTOR:

By:

Date

Its: _____

PAYMENT BOND

SURETY: _____

BOND NO. _____

BOND AMOUNT \$ _____

Recitals

A. _____ (Principal) has been awarded a contract by the City of Newport (Obligee) to construct the following project: _____ (the Project).

B. _____ (Surety) is a _____ corporation, with its head office at _____, and is authorized to conduct business as a surety in the State of Oregon.

C. Obligee requires the contractor on the Project to provide a bond to assure payment of persons providing labor and materials for the project.

Agreement and Bond

1. Principal shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for the Project; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the work on the Project; and shall pay 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 against the Project or Obligee.
2. If Principal fails to comply with its obligations under Section 1, Surety shall be obligated to pay Obligee any amounts required to be paid under Section 1 under the following terms:
 - a. Obligee shall provide written notice to Principal and Surety that Principal is required to make payment required under Section 1 within 10 days of the notice.
 - b. If payment is not made within 10 days of the notice described in Section 2.a., Obligee shall provide a written notice to the Surety demanding payment by Surety to Obligee. Surety shall pay Obligee amounts payable under Section 1 within 10 days of receipt of the notice described in this subsection. The maximum total amount of Surety's obligation under this agreement and bond is \$ _____. Surety's obligations under this section are binding on Surety, its heirs, executors, administrators, successor and assigns.

3. Obligee may maintain an action for breach of this agreement against Principal or Surety or both, provided, however, that the maximum amount of damages recoverable against Surety shall be the amount set forth in Section 2.b. The prevailing party in any action on this agreement and bond shall be entitled to an award of reasonable attorney fees at trial and on any appeal.
4. This agreement shall cease to have effect and Surety's obligations shall terminate once Principal has paid all suppliers of labor and materials in full and otherwise complied with its obligations under Section 1.

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

This bond is given and received under authority of ORS Chapters 279C and 351. The provisions of ORS Chapters 279C and 351 are incorporated into this bond.

EXECUTED, SIGNED & SEALED BY DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20 ____ .

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:

[Power of Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PERFORMANCE BOND

SURETY: _____
BOND NO. _____
BOND AMOUNT \$ _____

Recitals

- A. _____ (Principal) has been awarded a contract (the Contract) by the City of Newport (Obligee) to construct the following project: _____.
- B. _____ (Surety) is a _____ corporation, with its head office at _____, and is authorized to conduct business as a surety in the State of Oregon.
- C. Obligee requires the contractor on the Project to provide a bond to assure completion of the work.

Agreement and Bond

1. Principal shall comply with its contractual obligations to satisfactorily complete all work on the Project, within the time specified in the Contract.
2. If Principal fails to comply with its obligations under Section 1, Surety shall pay City, on written demand of Obligee, the amount necessary to complete Principal's obligations under the Contract, provided however, that Surety's maximum obligation shall be: \$_____. As an alternative to payment, Surety may complete Principal's obligations under the Contract.
3. Obligee may maintain an action for breach of this agreement against Principal or Surety or both, provided, however, that the maximum amount of damages recoverable against Surety shall be the amount set forth in Section 2.b. The prevailing party in any action on this agreement and bond shall be entitled to an award of reasonable attorney fees at trial and on any appeal.
4. This agreement shall cease to have effect and Surety's obligations shall terminate if Principal has complied with its obligations under Section 1.

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

This bond is given and received under authority of ORS Chapters 279C and 351. The provisions of ORS Chapters 279C and 351 are incorporated into this bond.

EXECUTED, SIGNED AND SEALED BY DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20 ____ .

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

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

Name

Signature

Address

City State Zip

Phone Fax

BOND NO. _____

PREMIUM NO. _____

WARRANTY BOND

PROJECT NO. _____

WHEREAS, the CITY OF Newport (hereafter "Agency") and _____(hereafter, "Principal") have entered into an agreement ("Agreement") dated ,20__, whereby Principal agreed to complete certain designated public improvements relating to _____; and

WHEREAS, the Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement, in the amount of the full amount of the Agreement (100%), to meet the warranty described in the Agreement for a period of one year following final acceptance by the Agency of said improvements.

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

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

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

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

Principal

Surety

By _____

Attorney-in-Fact

Address _____

_____ (ALL signatures to be properly notarized)