

**CITY OF NEWPORT
CONTRACT DOCUMENTS
for the
COAST PARK IMPROVEMENT PROJECT**

**CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
SPECIAL PROVISIONS
DRAWINGS
SPECIFICATIONS**

**CITY OF NEWPORT
NEWPORT, OREGON
MAY 12, 2011**

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CITY OF NEWPORT OFFICIALS

Mayor: Mark McConnell

Council: David Allen
Richard Beemer
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Lon Brusselback
Sandra Roumagoux
Dean Sawyer

City Manager: James Voetberg

City Recorder: Margaret Hawker

City Engineer: Lee R. Ritzman

City Attorney: Christy Monson,
Local Government Law Group

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PART 1: BIDDING REQUIREMENTS

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INVITATION TO BID

Sealed bids for the construction of *COAST PARK IMPROVEMENT PROJECT* 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 2:00 p.m. Pacific Time, on the 12th day of May, 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 2:00 p.m. Pacific Time, on the 12th day of May, 2011 in the City Council Chambers of the City of Newport. The bid opening will be open to the public.

The primary scope of work includes but is not limited to:

- LUMP SUM – GENERAL EXCAVATION
- 117 SY – AGGREGATE BASE/GRAVEL PATH
- 437 FT – CONCRETE CURBS, STANDARD CURB
- 9300 SF - 4" CONCRETE SIDEWALK
- 90 FT – 6" PERFORATED STORM SEWER
- 325 FT – 8" STORM SEWER PIPE
- 2 EA – STORM SEWER MANHOLE WITH SUBURBAN TOP
- 5 EA TYPE 1 CATCH BASIN
- 284 FT - 15" CIP CONCRETE RETAINING WALL
- 128 SF – 6" REINFORCED CONCRETE PAVEMENT
- 200 SF – CONCRETE STEPS
- 4 EA – ADA RAMP WITH TRUNCATED DOMES
- 48 LF - 2" STAINLESS STEEL HAND RAILS
- 177 CY – ENGINEERED WOOD FIBER
- 1 LS – BASALT STONE AMPHITHEATER STAGE
- 1 LS – WOOD PEDESTRIAN BRIDGE

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 Melissa Roman, Engineering Technician, (541) 574-3377, m.roman@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, May 5th 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. The awarded contractor will be required to attend a pre-construction meeting regarding the *COAST PARK IMPROVEMENT PROJECT*, the date of said meeting to be determined later.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The terms defined in this section apply to all Solicitation Documents, and any definitions in the General Requirements apply in this document.

1.1 Apparent Low Bidder

The bidder who submitted the Bid Form with the lowest total Base Bid.

1.2 Base Bid:

The Base Bid shall be the extended total amount for unit price items shown on the Bidder's Bid Form.

No consideration of additive or deductive alternates or deductions for award of multiple schedules or other credits shall be made in determining the Base Bid.

1.3 Successful Bidder

The lowest, responsible and responsive bidder to whom the City of Newport (City) makes an award.

2. SOLICITATION DOCUMENTS

2.1 Complete Sets

Complete sets of Solicitation Documents must be used in preparing Bids. Bidders are solely responsible for errors or misinterpretations resulting from use of incomplete sets of Solicitation Documents.

2.2 Drawings and Specifications

The solicitation documents include the City's standard specifications and drawings, and project specific engineering drawings. Extra sets of the engineering drawings may be obtained from the city at cost by persons or entities listed on the Bidding Document Holders List as having complete sets of Solicitation Documents. No return of the Engineering Drawings is required, and no refund will be made.

2.3 Availability

Solicitation Documents are only for the purpose of obtaining bids for the project and shall not be used for any other purpose.

3. QUALIFICATIONS OF BIDDERS

3.1 Submittal of Evidence

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within 5 days after Bid Opening and upon City's written request evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract Award.

3.2 Qualification

Bidders for public work in Oregon shall be qualified in conformance with ORS Chapter 279C. Bidders need not be prequalified under the terms of ORS Chapter 279C, but need to complete the enclosed Bidder's Qualification Form.

3.3 Additional Information

Nothing indicated herein will prejudice City's right to seek additional pertinent information as is provided in AWARD OF CONTRACT section.

3.4 Minimum Experience

The Work to be performed under the Contract Documents shall only be performed by a Contractor experienced with construction similar to the work involved in the bid of this Work. The Contractor must have a minimum of 5 years experience with the type of construction of this Project. In order to demonstrate a level of experience, Bidder's shall complete the Bidder's Qualification Form included in the Contract Documents.

4. PREBID CONFERENCE

4.1 Date

A pre-bid conference will be held at City Hall for this project at the location and date as specified in the invitation for bid. Representatives of City and Engineer will be present to discuss the Project. Bidders are required to attend the conference. Bids will not be accepted from Bidders that do not have a representative at the pre-bid conference. The Engineer will transmit to prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the conference. They may not rely upon oral statements and will not be binding or legally effective.

4. REGISTRATION REQUIREMENTS

4.1 Oregon Construction Contractors Board

A person, partnership, corporation, or joint venture shall have a current, valid registration with the Oregon Construction Contractors Board, as required by ORS 701.055, prior to submitting a Bid to do work as a contractor.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

5.1 Bidder's Responsibility

It is the Bidder's responsibility, before submitting a Bid, to:

5.1.1 Examine Contract Documents

Examine thoroughly the Contract Documents and other related data identified in the Solicitation Documents (including "technical data" referring to below).

5.1.2 Inspect Site

Inspect the site to become familiar with and satisfy the Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

5.1.3 Laws and Regulations

Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

5.1.4 Bidder's Knowledge

Study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and other such related data.

5.1.5 Notify of Contract Document Errors

Promptly notify the Engineer of all conflicts, errors, ambiguities, or discrepancies which the Bidder has discovered in or between the Contract Documents and other such related documents.

5.2 Data

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Division 100 of the City of Newport Standard Specifications for Construction.

5.3 Bidders Examinations

Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examination, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise and which may affect cost, progress, performance, or furnishings of the Work and which Bidder deems necessary to determine its Bid.

5.4 Site Access

On request, the City will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill in all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.5 Implications of Bid Submission

The submission of a Bid will constitute in incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by the Solicitation Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Solicitation Documents; that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Solicitation Documents, and the written resolution thereof of the Engineer is acceptable to the Bidder; and that the Solicitation Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work and for preparing the Bid.

6. AVAILABILITY OF LAND FOR WORK

6.1 City's Property and Easements

All work is to be located on the City's easements and property acquired by the City for the location of the Work. Easements and property maps can be reviewed at the office of the City.

7. INTERPRETATIONS AND ADDENDA

7.1 Interpretations

All questions about the meaning or intent of the Solicitation Documents are to be directed to the Engineer. Interpretations will be issued by Addenda mailed or delivered to all parties recorded by the office issuing documents as having received the Solicitation Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda

Addenda may also be issued to modify the Solicitation Documents as deemed advisable by the City or Engineer.

8. BID SECURITY

8.1 Amount

Each Bid must be accompanied by Bid security made payable to the City in an amount of (10%) percent of the Bidder's maximum Bid price and in the form of a certified or cashier check or a Bid Bond issued by a surety meeting the requirements of Section 102.8.00 of the General Requirements.

8.2 Retaining Bid Security

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract, furnished the Performance and Payment Bond(s), certificate of insurances, and met the other conditions of the Solicitation Documents. If the Successful Bidder fails to sign and deliver the Contract and furnish the Bond(s) and certificates of insurance within the time period specified in the section EXECUTION OF CONTRACT, the City may annul the award and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the Award may be retained by the City until the earlier of the 10th day after the execution of the Contract by the Successful Bidder or the rejection of all Bids by the City. Bid security submitted with Bids which are not competitive will be returned within 10 days after the Bid Opening.

9. CONTRACT TIMES

9.1 General

Contract Times are set forth in the Bid Form and the Contract.

10. LIQUIDATED DAMAGES

10.1 General

Provisions for liquidated damages are set forth in the Special Provisions.

11. SUBSTITUTE AND "OR APPROVED EQUAL" ITEMS

The materials and equipment described in the Solicitation Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or approved equal" item. No item of material or equipment will be considered by the Engineer as a substitute or "or approved equal" unless written request for approval has been submitted by the Bidder at the time of submission of Bids. Each such request shall include the name of the material or equipment for which it is to be submitted and a complete description of the proposed item including drawings, cuts, performance and test data, and any other information necessary for an evaluation. Include a statement setting forth any changes in other materials, equipment, or Work that incorporation of the proposal item would require. The burden of proof of the merit of the proposed item is upon the Bidder. The Engineer's decision of approval or disapproval of a proposal item will be final. If the Engineer approves any proposal item, such approval will be set forth in as Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

12. DISCLOSURE AND SUBSTITUTION OF FIRST-TIER SUBCONTRACTOR

12.1 Required Disclosure

Within two working hours of the Bid Closing, all Bidders shall submit the first-tier subcontractor disclosure sheet identifying any first-tier subcontractors that will be furnishing labor or materials with a value equal to or greater than:

12.1.1 General

Five percent of the total Contract Price, but at least \$15,000; or,

12.1.2 Limit

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

12.2 Subcontractors Not Being Used

If the Bidder will not be using any subcontractors that are subject to the disclosure requirements, Bidder is required to indicate "NONE" on the first tier subcontractor disclosure form.

12.3 Substitution

Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

13. WAGE RATES

13.1 General

The Work under these Solicitation Documents is to be paid for by public funds; therefore; information regarding minimum prevailing wage rates published by the Commissioner of the Bureau of Labor and Industries is included in the Solicitation Documents.

13.2 Declaration of Compliance

All Bids for public work must include a statement by the Bidder that it will include in its Contract the provisions of ORS 279C.840. When the Bid Form in the Solicitation Documents contains a statement of Bidder's declaration of compliance with ORS 279C.800 thru ORS 279C.870, the Bidder's signing of the Bid constitutes compliance with this Oregon Statute. If the Bid Form does not contain such statement, each Bidder shall submit with its Bid for the Work, a separately signed statement that will include the provisions of OR 279C.800 through ORS 279C.870 in the Contract.

14. BID FORM

14.1 Substitutions

The Bid Form and other attachments are included with the Solicitation Documents. No substitution of forms will be allowed, except that alternate forms of bonds may be submitted if the alternate form provides the same security as the city form, as determined by the city attorney.

14.2 Bid Form Blanks

All blanks on the Bid Form must be completed by typing or printing in ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms.

14.3 Corporation Bids

Bids by Corporations must be executed in the corporation name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and the state of incorporation must be shown above the signature.

14.4 Partnership Bids

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear on the line below the signature.

14.5 Names

All names must be typed or printed on the line with the signature.

14.6 Addenda

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

14.7 Address and Telephone Number

The address and telephone number for communications regarding the Bid must be shown.

15. SUBMISSION OF BIDS

15.1 General

Bids must be submitted intact with the Contract Documents.

15.2 Bid Submission

Submit Bids no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Enclose Bids in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "BID ENCLOSED" on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.

15.3 Attachments

Bidders shall complete and submit the following attachments with its Bid:

- 1.) Bid Security
- 2.) Disclosure of Major First Tier Subcontractors Form (submitted either separately with the Bid Form or separately within the two (2) hour period following the bid closing as prescribed in Section 14 Wages Rates of these Instructions to Bidders.

15.4 Submit Only One Bid Per Bidder

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.

16. MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Modification or Withdrawal Before Bid Opening

Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of the Bids.

16.2 Withdrawal After Bid Opening

If, within 24 hours after the Bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that the Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the Work to be provided under the Contract Documents.

17. OPENING OF BIDS

17.1 General

Bids will be opened and (unless obviously nonresponsive) read aloud publicly. A summary of the amounts of the Base Bids and major alternates (if any) will be made available to Bidder's within 7 days after the date of Bid Opening.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 General

All Bids are to remain subject to acceptance for 45 days after the date of the Bid

Opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

19. BASIS OF DETERMINING THE LOW BID

19.1 General

The low Bid will be that Bid submitted by the responsive, responsible Bidder that is lowest in price for the TOTAL BASE BID as shown in Section 8 in the Bid Form. The Lump Sum Bid shall be considered the TOTAL BASE BID.

The lowest responsible Bidder shall be that Bidder who submits the lowest price for the Base Bid who is not on the list of unqualified persons established by the Oregon Bureau of Labor and Industries. The City will check the list of unqualified persons when determining the lowest responsible Bidder.

20. AWARD OF CONTRACT

20.1 General

The City reserves the right to award a Contract for the Base Bid, or for the Base Bid less any combination of the Deductive Alternates that accompany that Bidder's Base Bid, at the City's sole discretion.

20.1 Notice of Award

If the Contract is to be awarded, the City will give the Successful Bidder a Notice of Intent to Award within **30** days after the date of the Bid Opening.

20.2 Bid Rejection

The City reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time, or changes in Work. Discrepancies in the quantity multiplied by unit price and extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

20.3 Bid Evaluation

In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. The City shall have the right to accept alternates in any order or combination unless otherwise provided in the Solicitation Documents.

20.4 Consideration by the City

The City may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work for which the identity was required. The City may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.

20.5 Investigation by the City

The City may conduct such investigations as the City deems necessary to assist in Bid evaluation and to establish responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to execute Work in accordance with the Solicitation Documents to the City's satisfaction within the prescribed time.

20.6 Bid Amount Exceeds City's Funds

If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other action as best serves the City's interests.

20.7 Award Made in the City's Best Interest

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the Award will be in the best interests of the City.

20.8 Failure of Successful Bidder to Sign Contract

In the event of the failure of the Successful Bidder to sign the Contract and provide an acceptable Performance and Payment Bond(s), insurance certificate(s), and other required documents, the City may award the Contract to the next lowest responsive, responsible Bidder.

21. EXECUTION OF CONTRACT

21.1 General

When the City gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by undersigned copies of the Contract and other appropriate documents.

Within 10 days thereafter, the Contractor shall sign and deliver the copies of the Contract and attached documents to the City with the required Bond(s). Within 10 days thereafter, the City shall deliver one fully executed copy to the Contractor.

22. RETAINAGE

22.1 General

Provisions concerning retainage and the Contractor's rights to deposit securities in lieu of retainage are set forth in Section 109.9.00 of the General Requirements.

23. NONRESIDENT BIDDER

23.1 General

In determining the lowest responsible Bidder, the City will for the purpose of awarding the Contract, add a percent increase on the Bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides.

24. NON-COLLUSION REPRESENTATION

24.1 General

By submission of a Bid, the Bidder declares and affirms that the prices and amounts of the Bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the written attachment to the Bid; neither the prices nor the amounts of this Bid, and neither the approximate prices nor the amounts of this Bid have been disclosed to any other firm or person who is a Bidder or a potential Bidder, and such prices and amounts of this Bid will not be disclosed prior to the time and date set for the Bid Opening; no attempt has been made or will be made to induce any firm or person to refrain from Bidding on this Contract, to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complimentary Bid; this Bid is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complimentary or other non-competitive Bid; the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last 4 years, been convicted of or found liable for, any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to bidding on any public contract, except as described by written attachment to the Bid; and the Bidder acknowledges that the representations above are material and important and will be relied upon by the contracting agency in awarding the Contract for which the Bid is submitted, and any omission of disclosure shall be treated as fraudulent concealment from the contracting agency of the true facts relating to the submission of this Bid by the Bidder. ("Complimentary Bid" has the meaning commonly associated with that term in the bidding process and includes the knowing submission of Bids higher than the Bid of another Bidder, any intentionally high or non-competitive Bid, or any other form of Bid submitted for the purpose of giving a false appearance of competition.)

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: COAST PARK IMPROVEMENT PROJECT

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 Intent to 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 complete the construction by September 1, 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 of \$1,000 per day from the scheduled completion date to the actual completion date. 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

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
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STREETS AND RELATED WORK					
0010	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1		
0020	TEMPORARY SIGNS	EA	1		
0030	EROSION CONTROL	LS	1		
0040	INLET PROTECTION, TYPE 3	EA	3		
0050	CONSTRUCTION FENCE, 3 FT	LF	500		
0060	CONSTRUCTION SURVEY WORK	LS	1		
0070	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
0080	CLEARING AND GRUBBING	LS	1		
0090	GENERAL EXCAVATION	LS	1		
0100	AGGREGATE BASE / GRAVEL PATH	SY	117		
0110	CONCRETE CURBS, STANDARD CURB	LF	437		
0120	4" CONCRETE SIDEWALK	SF	9300		
0130	CONCRETE STAMPS	EA	15		

DRAINAGE AND SEWERS					
0140	6" PERFORATED STORM SEWER	LF	90		
0150	8" STORM SEWER PIPE	LF	325		
0160	TYPE 1 CATCH BASIN	EA	2		
0170	TYPE 1 CATCH BASIN W/DECORATIVE GRATE	EA	3		
0180	48" STORM SEWER MANHOLE W/SUBURBAN TOP	EA	2		
0190	SUBGRADE GEOTEXTILE	SY	10		

STRUCTURES					
0200	15" CIP CONCRETE RETAINING WALL, 15" HEIGHT	LF	13		
0210	15" CIP CONCRETE RETAINING WALL, 18" HEIGHT	LF	36		
0220	15" CIP CONCRETE RETAINING WALL, 24" HEIGHT	LF	45		
0230	15" CIP CONCRETE RETAINING WALL, 30" HEIGHT	LF	190		
0240	6" REINFORCED CONCRETE PAVEMENT	SF	128		
0250	CONCRETE STEPS	SF	200		
0260	ADA RAMP WITH TRUNCATED DOMES	EACH	4		

ADDITIONAL					
0270	2" STAINLESS HAND RAILS, 6" HEIGHT WALL MOUNTED	FOOT	8		
0280	2" STAINLESS HAND RAILS, STAIR RAIL	FOOT	40		
0290	ENGINEERED WOOD FIBER 12" DEPTH	CU YD	177		
0300	BASALT STONE AMPHITHEATER STAGE	LS	1		

TOTAL BASE BID:

ADDITIVE ALTERNATIVE					
310	WOOD PEDESTRIAN BRIDGE	LS	1		

TOTAL BASE BID WITH ALTERNATE:

By signing and submitting a bid on the work called for under this proposal, the bidder certified he will abide by the provisions of ORD 279.350 regarding prevailing rate of wages on public contracts.

Authorized Signature

Company Name

Address

City

Phone

Oregon Contractor's Board Number

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. 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: **COAST PARK IMPROVEMENT PROJECT**

PROJ#: **2010-005**

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:

Company Name (Seal)

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

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PART 2: CONTRACT FORMS

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**PUBLIC IMPROVEMENT CONTRACT
CITY OF NEWPORT**

This contract is between the City of Newport, an Oregon municipal corporation ("City") and _____ ("Contractor").

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 on the project set forth in section 13 has been completed, the improvement 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 within 10 calendar days following Notice to Proceed.

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, co-partnership, 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 ORS 656.126. 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 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 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:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	\$5,000

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 successful bidder shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The successful bidder 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.

- a. Contractor shall perform all work in accordance with all specifications, correcting any work not in compliance with specifications, and for all repairs of 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 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.
- 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 the defects.
- 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 Exhibit A or the City's Special Conditions, if attached, 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 remain 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 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 statues, 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;
- 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 appropriate court of 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: _____
Phone: _____
Email: _____

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.

CITY OF NEWPORT:

Jim Voetberg, City Manager

Date

CONTRACTOR:

By:

Date

Its: _____

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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: **COAST PARK IMPROVEMENT 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: **COAST PARK IMPROVEMENT 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 the **COAST PARK IMPROVEMENT PROJECT**; 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.)

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PART 3: SPECIAL PROVISIONS

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SPECIAL PROVISIONS

Project Description

The City of Newport is constructing a park at 184 SW Coast St, Newport, OR 97365. The park improvement contract will include the removal of existing structures and obstructions, installation of catch basins, storm drain manholes, sidewalk, curb, retaining walls, concrete overlook, "ship" landing, and footbridge. The City of Newport will install the playground equipment, the "pirate" ship, and the landscaping.

Applicable Specifications

The Specifications that are applicable to the Work on this project are the "2010-11 City of Newport Standard Specifications for Construction." Please refer to the City of Newport website for a full copy of the "2010-11 City of Newport Standard Specifications for Construction" at <http://www.thecityofnewport.net/dept/pwk/>. Click on the tab for bid documents.

Specifications also applicable to the Work, when referenced within the Special Provisions, are the 2008 Oregon Standard Specifications for Construction as published by the Oregon Department of Transportation and the Oregon Chapter of APWA.

These Special Provisions amend or supplement the Specifications of the Contract Documents. All Specifications which are not so amended or supplemented remain in full force and effect.

Revisions and/or Additions to the Drawings

Comply with the Drawings modified as follows:

LA-2 - LAYOUT AND MATERIALS PLAN - Add the following notes to the Drawing sheets:

Note 15: Remove the driveway at overlook area adjacent to SW Coast Street. Cut the surrounding concrete at nearest joints. Replace with 4" sidewalk, 3.25' wide grass strip between the sidewalk and curb, and Standard Curb in accordance with detail RD400, sheet DE-2. Match grades to existing sidewalk, grass strip and curb. Dowel new curb to existing curb.

Note 16: Remove the existing concrete stairs behind the sidewalk at SW Coast Street just south of the Performing Arts Center parking lot. Protect existing sidewalk.

Note 17: Concrete steps shall conform to ODOT Standard Drawing RD120.

Note 18: See Sheet DE-4 for specifications for "Pirate Ship" concrete pad. See Engineer for exact location of concrete pad and slide landing zone (sand

area).

Note 19: Install 2" double rail safety rail along the top of the retaining wall at the Overlook per detail 2, sheet LA-5. All railings shall conform to ODOT Standard Drawings RD770 and RD771. Verify location of Overlook with Engineer before construction.

Note 20: Paint the boundaries of the gravel path to the Pirate ship prior to construction for Engineer's approval.

Note 21: Stepping stones for Basalt Stone Amphitheater shall be between 12 to 18 inch nominal diameters.

LA-5 SITE AND PLANTING DETAILS - Modify the Drawing sheet as follows:

Detail 2 – 6" Safety railing on retaining wall shall be mounted using bolt down option per ODOT Standard Drawing RD770.

Revisions and/or Additions to the Standard Specifications

SECTION 108 – PROSECUTION AND PROGRESS OF WORK

Comply with Section 108 of the Standard Specifications modified as follows:

108.5.00 Liquidated Damages – Replace "Schedule of Liquidated Damages" with the following paragraph:

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 of \$1,000 per day from the scheduled completion date to the actual completion date. 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.

SECTION 201 – MOBILIZATION

Mobilization will be considered incidental to the work in accordance with Section 201.4.02

SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

Comply with Section 202 of the Standard Specifications modified as follows:

202.404 Incidental Basis – Add the following sentences to the end of this subsection:

Flagging shall be incidental to project cost.

Mounting posts and maintenance of the signs shall be incidental to "TEMPORARY SIGNS".

Add the following subsection to Section 202:

202.3.13 Temporary Signs

Post temporary signage provided by the owner acknowledging State of Oregon's financial participation and assistance with the project. Mount signage on 4" X 4" wood post in a location as directed by the Engineer.

SECTION 213 – CURBS AND GUTTERS

Comply with Section 213 of the Standard Specifications modified as follows:

213.4.04 Incidental Work – Add the following sentence to the end of this subsection:

Aggregate base shall be incidental to "CONCRETE CURBS, STANDARD CURB".

SECTION 215 – SIDEWALKS AND PATHS

Comply with Section 215 of the Standard Specifications modified as follows:

215.4.04 Incidental Work – Add the following paragraphs to the end of this subsection:

Aggregate base and thickened concrete edge adjacent to play areas shall be incidental to "4" CONCRETE WALK".

Subgrade preparation, 6" aggregate base coarse, 1" aggregate surface coarse, and geotextile fabric shall be incidental to "AGGREGATE BASE/ GRAVEL PATH".

215.3.06 Finishing - Add the following sentence to the end of this subsection:

Concrete stamps associates with the bid item "CONCRETE STAMPS" will be provided by the owner for the Contractor to use. Stamps shall be returned promptly at the end of the project.

Add the following subsections to section 215:

215.2.06 ADA Ramps with Truncated Domes

Furnish truncated dome detectable warning surfaces for sidewalk ramps and accessible route islands with products approved from on ODOT QPL list.

Detectable warning surface shall be cast directly into the concrete. Adhesive surfaces will not be allowed.

215.3.08 ADA Ramps with Truncated Domes

ADA Ramps will comply with ADA requirements and Option D, ODOT Standard Drawing RD756.

SECTION 280 – EROSION AND SEDIMENT CONTROL, "2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION"

Comply with Section 280 of the *2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION*.

SECTION 308 – CATCH BASINS AND INLETS

Comply with Section 308 of the Standard Specifications modified as follows:

Add the following subsections to section 308:

308.2.08 Castings

Contractor shall use *Urban Accessories* decorative storm grate OT TITLE-24 or approved equal for "TYPE 1 CATCH BASIN W/DECORATIVE GRATE". See detail on sheet DE-2.

308.3.04 Structure Schedule

ITEM	TO / FRM	ELEV	DISTANT				BUILD
			IE IN	IE OUT	IN FEET	SLOPE	
CB 1							2.45
GRATE		85.60					
IE OUT W	CB 2			83.15	105	0.032	
CB 2							2.10
GRATE		81.73					
IE IN E	CB 1		79.76		105	0.032	
IE OUT W	MH 1			79.63	39	0.050	
PLAY AREA							2.25
GRND ELEV		85.25					
IE OUT S	DRAIN PIPE			83.00	87	0.023	
CB 3							3.00
GRATE		83.90					
IE IN NE	DRAIN PIPE		81.00		87	0.023	
IE OUT S	CB 5			80.90	45	0.020	
CB 4							3.78
GRATE		86.50					
IE OUT W	CB 5			82.72	86	0.020	
CB 5							3.60
GRATE		83.50					
IE IN N	CB 3		80.00		45	0.020	
IE IN E	CB 4		81.00		86	0.020	
IE OUT W	MH 2			79.90	47	0.038	
STMH 1							8.07
RIM		85.73					
IE OUT N				77.66			
IE IN E	CB 2		77.67		39	0.050	
IE IN S			77.68				
STMH 2							11.89
RIM		90.00					
IE OUT N				78.11			
IE IN E	CB 5		78.12		47	0.038	
IE IN S			78.13				

SECTION 309 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 309 of the Standard Specifications modified as follows:

309.3.02b Manholes Over Existing Rigid Sewers – Add the following paragraph to the end of this subsection:

Contractor shall verify location and depth of existing storm and sanitary sewer mains at storm drain manhole installation points prior to installation of storm drain system. This work shall be considered incidental to "48" STORM DRAIN MANHOLE W/SUBURBAN TOP".

SECTION 310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS, "2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION"

Comply with Section 310 of the *2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION* modified as follows:

310.60 Repair of Damages – Add the following paragraphs to the end of this subsection:

Protect the following existing structures:

- Lighting, Poles and Bases.
- Existing curb and pavement of Performing Arts Center Parking lot.

SECTION 503 – CONCRETE STRUCTURES

Comply with Section 503 of the Standard Specifications modified as follows:

503.4.02 Incidental Work – Add the following paragraph to the end of this subsection:

Aggregate base, geotextile fabric, drain rock, and 6" Schedule 40 perforated pipe shall be incidental to:

- 15" CIP CONCRETE RETAINING WALL, 15" HEIGHT
- 15" CIP CONCRETE RETAINING WALL, 18" HEIGHT
- 15" CIP CONCRETE RETAINING WALL, 24" HEIGHT
- 15" CIP CONCRETE RETAINING WALL, 30" HEIGHT

SECTION 513 – SLOPE PROTECTION

Comply with Section 513 of the Standard Specifications modified as follows:

Add the following after the first paragraph of Section 513:

Stake the west and south boundaries of work area with construction fencing. To preserve neighboring properties and the integrity of the existing sand dunes and slope vegetation, construction activity beyond this barrier is prohibited, including but not limited to: storing of materials or equipment, excavation, or filling.

SECTION 570 – TIMBER STRUCTURES, "2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION"

Comply with Section 570 of the *2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION* modified as follows:

570.00 Scope – Add the following paragraph to the end of this subsection:

Contractor shall provide shop drawings for the wood pedestrian bridge to be reviewed and approved by the local building official prior to construction.

SECTION 0801 - ENGINEERED WOOD FIBER - Add this section to the Standard Specifications:

Engineered wood fiber shall conform to ASTM F1292-09 Standard Specifications for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment. Maximum equipment height is: 11 ft

SECTION 02830 – HANDRAIL, "2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION"

Comply with Section 2830 of the *2008 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION*.

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PART 4: DRAWINGS

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