

RESOLUTION NO. 2012-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARIBALDI, ACTING AS THE GARIBALDI CONTRACT REVIEW BOARD, APPROVING INVITATION TO BID, SPECIAL PROVISIONS, AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE "OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET" PROJECT**

**WHEREAS**, the City of Garibaldi has received a grant from the Oregon Department of Transportation (ODOT) for the purpose of a public works project constructing sidewalks, a bicycle lane, storm water infrastructure and other utility improvements along Hwy 101 (Garibaldi Ave.) between 12<sup>th</sup> and 10<sup>th</sup> Streets in Garibaldi; and,

**WHEREAS**, Garibaldi Municipal Code (GMC) §3.10, provides a process for the competitive bidding of public works construction projects,

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:**

**Section 1.** The Garibaldi City Council (Council), acting as the local contract review board, approves the Invitation to Bid, City of Garibaldi, "Oregon Coast Highway 101 (Garibaldi Avenue) Sidewalk and Bicycle Lane Improvements 12th to 10th Street" (Project) document, substantially in the form presented to the Council and attached as **Exhibit A**, incorporated by reference into this resolution.

**Section 2.** The Council approves the Special Provisions document, substantially in the form presented and attached as **Exhibit B**, incorporated by reference into this resolution.

**Section 3.** The Council approves the Measurement and Payment document, substantially in the form presented to the Council and attached as **Exhibit C**, incorporated by reference into this resolution.

**Section 4.** The Council delegates to the city manager the authority to make any necessary changes to Exhibits A, B and C for the purpose of soliciting bids for the Project.

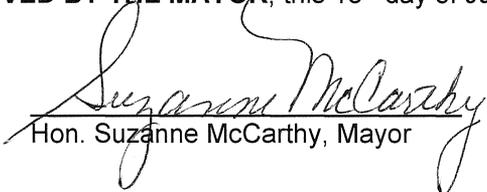
**Section 5.** The Council delegates to the city manager the authority to conduct the bidder selection process as described in GMC §3.10.150 and §3.10.160. This authority includes, but is not limited to, determining pre-qualification of bidders, verifying information provided by bidders, identifying the most responsible, responsive bidder and making a recommendation on award to the Council.

**Section 5.** This resolution is effective on the date of adoption by Council.

**PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR**, this 18<sup>th</sup> day of June, 2012.

ATTEST:

  
\_\_\_\_\_  
John O'Leary, City Manager

  
Hon. Suzanne McCarthy, Mayor

Attached – **Exhibit A** – Invitation to Bid - City of Garibaldi, Oregon Coast Highway 101 (Garibaldi Avenue) Sidewalk and Bicycle Lane Improvements 12th To 10th Street

**Exhibit B** – Special Provisions

**Exhibit C** – Measurement and Payment

1 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**INVITATION TO BID  
CITY OF GARIBALDI  
OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND  
BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET  
JUNE \_\_\_\_\_, 2012**

Sealed bids for furnishing all materials, equipment, labor and services for the construction of the “**OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET**” for the City of Garibaldi, Oregon will be received either by mail or personally delivered to the City of Garibaldi, 107 Sixth Street, Garibaldi, OR 97118, **until 2:00pm on July \_\_, 2012**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time at the Garibaldi City Hall.

The Work to be done under this Contract consists of the following on **OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET** in the City of Garibaldi:

1. Furnish, install, and remove temporary traffic control devices and temporary erosion control measures.
2. Remove gravel shoulders and surfacing.
3. Install storm sewer piping and inlets.
4. Install approximately 700 lineal feet of sidewalks, vegetated drainage swales, curbs, pedestrian ramps, drainage facilities and driveways.
5. Construct roadwork grading, aggregate base, and asphalt pavement.

Project specifications, including bidding documents and conditions of the agreement, may be examined at the following offices:

1. Wallis Engineering, 215 W. 4th Street Suite 200, Vancouver, WA;
2. City of Garibaldi, 107 Sixth Street, Garibaldi, OR;

Copies of project specifications may be obtained at Wallis Engineering, 215 W. 4th Street Suite 200, Vancouver, Washington 98660 Telephone: (360) 695-7041. A copy the documents may be obtained at Wallis Engineering upon receipt of a check drawn and made payable to Wallis Engineering in the amount of Fifty Dollars (\$50.00) for each copy of the document picked up in person, or Sixty Dollars (\$60) per set if mailing is requested.

If project is funded with state and federal money: Work included in this project is subject to state (ORS 279C.800 – 279C.870) and federal (40 USC 3141 et seq.) prevailing wage rates. Each bid must contain a statement that ORS 279C.838, ORS 279C.840, and 40 USC 3141 et seq., will be complied with.

If project is funded with state money only: Work included in this project is subject to state prevailing wage rates. Each bid must contain a statement that ORS 279C.840 will be complied with.

Bidders must: be properly licensed with the Oregon Construction Contractors Board prior to submission of its bid and throughout the performance of work on the project; identify in their

2 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

bids whether the bidder is a resident bidder, as defined under ORS 279C.120; and submit a first-tier subcontractor disclosure within two working hours after the date and time of the deadline when bids are due in accordance with ORS 279C.370. This project is not anticipated to require asbestos abatement.

Each bid must be submitted on forms prescribed by the City and be accompanied by a certified check, cashier's check, or bid bond as bid security in an amount equal to 10 percent (10%) of the total amount bid. Bid security will be forfeited per ORS 279C.385 as liquidated damages should a successful bidder fail to promptly enter into a contract, or deliver required bonds, proof of insurance, or other documents required by the instructions to bidders or project specifications. A successful bidder must promptly furnish a performance bond and a payment bond each in the amount of one hundred percent (100%) of the amount of contract as provided under ORS 279C.380. Contractor must also promptly furnish evidence of all required insurance, including workers' compensation insurance, before the performance of any work.

In determining the lowest responsible bidder, the City will consider all of the factors identified in Garibaldi Municipal Code §3.10.160(B)(1) as supplemented by ORS 279C.375. The City may reject any bid not in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause all bids upon a finding of the City that it is in the public interest to do so. For more information regarding this project, contact Mike Conway, Project Manager (Wallis Engineering) at (360) 695-7041.

PUBLISH: Portland Daily Journal of Commerce June \_\_, 2012  
Tillamook Headlight Herald June \_\_\_\_, 2012

1 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

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**PART I - BIDDING DOCUMENTS**

1 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**INSTRUCTIONS TO BIDDERS**

1. General

See Sections 00120 and 00130 of the Special Provisions for general information on Bidding Requirements and Procedures and Award and Execution of Contract.

2. Submission of Bids

A. Bids and First Tier Subcontractor Disclosure Forms shall be submitted in sealed envelopes to:

City of Garibaldi  
107 Sixth Street  
Garibaldi, Oregon 97118  
Attn: John O’Leary – City Manager

B. The outside of the transmittal envelope shall bear the following information:

Name of Bidder  
Address  
Title of Project  
Date of opening  
The marking “Sealed Bid” or “First Tier Subcontractor Disclosure Form”

3. Bidders’ Checklist

Bidders shall complete the following forms and shall submit them with their Bids.

Instructions to Bidders  
Bid Proposal Form  
Non-Collusion Statement  
Compliance with prevailing wage rate requirements  
Resident Bidder Status  
Asbestos Certification (if required)  
Statement of Drug Testing Program  
Bid Bond  
Qualifications of Bidder Form  
Certification of Non-Discrimination  
Compliance with ORS 305.385

Bidders shall complete the following form and shall submit it within two working hours after the date and time of the deadline when bids are due.

First Tier Subcontractor Disclosure Form

4. Prevailing Wage Rates: Bidder, by submitting a BID, certifies that the provisions of ORS 279C.800

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through ORS 279C.870 and, if applicable, 40 USC 3141 et seq., relating to prevailing wage rates will be complied with. The applicable prevailing wage rates may be found at the Oregon Bureau of Labor and Industries' website at: [http://egov.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). Alternatively, Bidders may obtain the applicable prevailing wage rates by calling the Oregon Bureau of Labor and Industries at (971) 673-0893 or (971) 673-0761.

5. In determining the lowest responsible bidder, the City will consider all of the factors identified in Garibaldi Municipal Code §3.10.160(B)(1) as supplemented by ORS 279C.375.

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

7. Bidders must be properly licensed with the Oregon Construction Contractors Board prior to submission of its bid and throughout the performance of work on the project; and identify in their bids whether the bidder is a resident bidder, as defined under ORS 279C.120. This project is not anticipated to require asbestos abatement.

8. Each bid must be submitted on forms prescribed by the City and be accompanied by a certified check, cashier's check, or bid bond as bid security in an amount equal to 10 percent (10%) of the total amount bid. Bid security will be forfeited per ORS 279C.385 as liquidated damages should a successful bidder fail to promptly enter into a contract, or deliver required bonds, proof of insurance, or other documents required by the instructions to bidders or project specifications.

9. A successful bidder must promptly furnish a performance bond and a payment bond each in the amount of one hundred percent (100%) of the amount of contract as provided under ORS 279C.380. Contractor must also promptly furnish evidence of all required insurance, including workers' compensation insurance, before the performance of any work.

10. The Work to be done under this Contract is generally described as work associated with completion of the following on **OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET** in the City of Garibaldi:

1. Furnish, install, and remove temporary traffic control devices and temporary erosion control measures.
2. Remove gravel shoulders and surfacing.
3. Install storm sewer piping and inlets.
4. Install approximately 700 lineal feet of sidewalks, vegetated drainage swales, curbs, pedestrian ramps, drainage facilities and driveways.
5. Construct roadwork grading, aggregate base, and asphalt pavement.

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**BID PROPOSAL FORM**

TO: City of Garibaldi  
107 Sixth Street  
Garibaldi, Oregon 97118

FROM: Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

The undersigned bidder declares that it has examined all of the contract documents and that it will contract with the City of Garibaldi and complete the work as outlined on the plans and specifications for the **“OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET”** and will complete all work reasonably inferable from such plans and specifications.

Bidder acknowledges that addenda numbers \_\_\_\_ to \_\_\_\_ have been delivered to us and have been examined as part of the contract documents.

Enclosed as bid security for the City of Garibaldi is a certified check, cashier's check, or bid bond in an amount equal to 10 percent (10%) of the total amount bid. Bidder acknowledges that bid security will be forfeited per ORS 279C.385 as liquidated damages should bidder be a successful bidder and fail to promptly enter into a contract, or deliver required bonds, proof of insurance, or other documents required by the instructions to bidders or project specifications.

If this Bid is accepted, Bidder agrees to promptly sign the contract form and to furnish the required bonds, proof of insurance, and any other documents required by the instructions to bidders or project specifications.

Bidder further agrees, if its BID is accepted and a contract for performance of work is entered into with the City of Garibaldi, to plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. Bidder acknowledges that the City of Garibaldi reserves the right to reject any or all bids and to determine which bid is, in the judgment of the City of Garibaldi under Garibaldi Municipal Code §3.10.160(B) as supplemented by ORS 279C.375, the lowest responsible bid. Bidder also acknowledges that the City of Garibaldi reserves the right to waive any minor informalities and clerical errors in any bid under OAR 137-049-350.

Bidder represents that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair competitive bidding in connection with its BID. Bidder acknowledges that it must have an employee drug testing program in place prior to contract award.

2 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

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Unless otherwise noted, bid work shall comply with the Oregon Standard Specifications for Construction (2008). The column noted “Oregon Std. Spec. Section” identifies the primary, but not the exclusive, Section of the Standard Specification that addresses that item of work including measurement and payment. Measurement and payment amendments to the Sections listed are included as Notes following the Bid Schedules. Bid prices shall include all applicable taxes, fees, and permits. Bid prices shall be shown in figures.

**BASE BID - Oregon Coast Highway 101 (Garibaldi Ave) 10th-12th Street Sidewalk Improvements**

| No | Description                         | Quantity | Units | Unit Price | Total Price |
|----|-------------------------------------|----------|-------|------------|-------------|
| 1  | Construction Survey and Staking     |          |       |            |             |
|    | Mobilization                        |          |       |            |             |
|    | Temporary Work Zone Traffic Control |          |       |            |             |
|    | Erosion Control                     |          |       |            |             |
|    | 12" RCP Storm Sewer                 |          |       |            |             |
|    | Concrete Inlet, Area Inlet          |          |       |            |             |
|    | Concrete Inlet, Type G-1            |          |       |            |             |
|    | Concrete Inlet, Type CG-1           |          |       |            |             |
|    | Concrete Manhole, 48"               |          |       |            |             |
|    | 3/4" - 0" Aggregate Base            |          |       |            |             |

4 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | Level 3, 1/2" Dense MHMAC Pavement  |  |  |  |  |
|  | Concrete Curbs, Standard  |  |  |  |  |
|  | Concrete Curbs, Drainage  |  |  |  |  |
|  | Concrete Curbs, Curb and Gutter   |  |  |  |  |
|  | Concrete Sidewalk   |  |  |  |  |
|  | Concrete Driveways  |  |  |  |  |
|  | Pavement Line Removal   |  |  |  |  |
|  | Pavement Bar Removal  |  |  |  |  |
|  | Thermoplastic, Non-Profile, 120 mils, Extruded or Sprayed Longitudinal Pavement Marking |  |  |  |  |
|  | Pavement Legend, Type B-HS: Bicycle Lane Stencil  |  |  |  |  |
|  | Pavement Bar, Type B-HS   |  |  |  |  |

5 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

|                        |                                     |  |  |  |  |
|------------------------|-------------------------------------|--|--|--|--|
|                        |                                     |  |  |  |  |
|                        | Remove and Reinstall Existing Signs |  |  |  |  |
|                        | Pedestrian Crosswalk Signs          |  |  |  |  |
|                        | Swale                               |  |  |  |  |
|                        | Permanent Seeding                   |  |  |  |  |
|                        | Remove Existing Storm Sewer         |  |  |  |  |
|                        | Remove Existing Inlet               |  |  |  |  |
|                        | Adjustment of Inlet                 |  |  |  |  |
|                        | Construct Inlet Over Existing Pipe  |  |  |  |  |
|                        | Pedestrian Handrail, Two Rail       |  |  |  |  |
| <b>Total Base Bid:</b> |                                     |  |  |  |  |

6 – **Exhibit A** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

BIDDER acknowledges receipt of the following ADDENDUM:

| Addendum No. | Addendum Receipt Date | Signed Acknowledgment |
|--------------|-----------------------|-----------------------|
| 1            | _____                 | _____                 |
| 2            | _____                 | _____                 |
| 3            | _____                 | _____                 |
| 4            | _____                 | _____                 |

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NON-COLLUSION DECLARATION. I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair competitive bidding in connection with the project or which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Garibaldi will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Proper Name of Bidder

Contractor's License No. \_\_\_\_\_

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

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip

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**NON-COLLUSION STATEMENT**

I hereby certify that the bid submitted by \_\_\_\_\_ is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_  
(Contractor)

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

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**COMPLIANCE WITH PREVAILING WAGE RATE REQUIREMENTS**

**CONTRACTING**

If project is funded with state and federal money: Work included in this project is subject to state (ORS 279C.800 – 279C.870) and federal (40 USC 3141 et seq.) prevailing wage rates. The undersigned confirms that ORS 279C.838, ORS 279C.840, and 40 USC 3141 et seq., will be complied with.

If project is funded with state money only: Work included in this project is subject to state prevailing wage rates. The undersigned confirms that ORS 279C.840 will be complied with.

**PREVAILING WAGES**

The undersigned confirms that workers will not be paid less than the applicable prevailing wage rates.

Date \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_  
Title \_\_\_\_\_  
Business Name \_\_\_\_\_

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**RESIDENT BIDDER STATUS**

The undersigned represents itself to be a Resident or Nonresident bidder by checking the appropriate spots below. “Resident Bidder” means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon and has stated in its bid whether the bidder is a “Resident Bidder”.

Resident     Non-resident

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

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**ASBESTOS CERTIFICATION**

ASBESTOS REMOVAL

The undersigned indicates herein that (s) he is or is not licensed under ORS 468.883 for asbestos removal.

\_\_\_\_\_ **Is licensed**

\_\_\_\_\_ **Is not licensed**

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**STATEMENT OF DRUG TESTING PROGRAM**

DRUG TESTING PROGRAM

The undersigned confirms that this bidder has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

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**BID BOND**

Know all persons by these presents, that \_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_ a corporation or partnership duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Garibaldi, hereinafter called the OBLIGEE in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for the “**OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET**” said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish Performance and Payment Bonds and proof of insurance as required by the Bidding and Contract documents within the time fixed by the Documents, then this obligation shall be void.

If the PRINCIPAL shall fail to execute the proposed Contract, or to furnish the Performance or Payment Bond, or to furnish the required proof of insurance, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages.

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

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

Principal

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

\_\_\_\_\_

Counter Signed:

\_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
Attorney -in-Fact

A certified copy of the Agent’s Power of Attorney must be attached hereto.

<RETURN THIS FORM IN ITS OWN SEPARATE SEALED ENVELOPE>

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM  
(OAR 137-049-0360)**

PROJECT NAME: OREGON COAST HIGHWAYS 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET

BID #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_ PM

REQUIRED DISCLOSURE DEADLINE: Date: \_\_\_\_\_ Time: \_\_\_\_\_ PM

Deliver Form To: City of Garibaldi City Hall

Designated Recipient (Person): John O'Leary – City Manager

City of Garibaldi City Hall Address: 107 Sixth Street, Garibaldi, Oregon 97118

**INSTRUCTIONS:**

Within two working hours after the deadline for submission of Bids (if the Contract price is anticipated to exceed \$100,000), all Bidders shall submit to the City of Garibaldi a disclosure form as described by ORS 279C.370(2), identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor or labor and materials on the Contract, if Awarded, whose subcontract value would be equal to or greater than: (a) Five percent of the total Contract Price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total Contract Price.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. **Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure.** ATTACH ADDITIONAL SHEETS IF NECESSARY.

**BIDDER DISCLOSURE:**

| NAME     | DOLLAR VALUE | CATEGORY OF WORK |
|----------|--------------|------------------|
| 1) _____ | _____ \$     | _____            |
| 2) _____ | _____ \$     | _____            |
| _____    | _____ \$     | _____            |
| _____    | _____ \$     | _____            |

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

- a) 5% of the total Contract Price, but at least \$15,000; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.**

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_

## QUALIFICATION OF BIDDER

Project: \_\_\_\_\_

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

\_\_\_\_\_  
\_\_\_\_\_. The Contractor's superintendent at the job site per Section 00150.40 of the Standard Specifications will be (give full name): \_\_\_\_\_

The last three projects completed by our company involving the class of construction work required on the project are as follows:

1. Project Name: \_\_\_\_\_

Dollar amount of Contract:

\$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contractor's Superintendent on his

project: \_\_\_\_\_

Brief Description of Project

Scope: \_\_\_\_\_

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

2. Project Name: \_\_\_\_\_

Dollar amount of Contract: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone

No.: \_\_\_\_\_

Contractor's Superintendent on this project: \_\_\_\_\_

Brief Description of Project Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Project

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

Dollar amount of Contract:\$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone \_\_\_\_\_

No.: \_\_\_\_\_

Contractor's Superintendent on this project: \_\_\_\_\_

Brief Description of Project

Scope: \_\_\_\_\_

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

Title of Person completing this

form \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone No. \_\_\_\_\_

**CERTIFICATION OF NON-DISCRIMINATION**  
**[ORS 279A.110(4) & OAR 137-049-0440(3)]**

NON-DISCRIMINATION

The undersigned certifies that it has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in the obtaining of subcontracts for this project.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

**COMPLIANCE WITH ORS 305.385**  
**(Compliance with tax laws)**

COMPLIANCE WITH OREGON TAX LAWS

The undersigned certifies under penalty of perjury that, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_  
Title \_\_\_\_\_  
Business Name \_\_\_\_\_

## **PART II - CONTRACT FORMS**

**CONTRACT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF Garibaldi ("City"), acting by and through the City Council and \_\_\_\_\_ ("Contractor").

CONTRACTOR and CITY, for the consideration stated herein, agree as follows:

**ARTICLE I - Scope of Work**

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET**. Contractor will perform all work required by the contract documents including construction and services reasonably inferable from the contract documents (the "Work"). The contract documents listed below and otherwise referred to herein are hereby incorporated into this Contract Agreement by this reference.

The contract documents consist of:

|  |   |
|--|---|
| Instructions to Bidders<br>Bid Proposal Form<br>Non-Collusion Statement<br>Compliance with prevailing wage req.<br>Resident Bidder Status<br>Asbestos Certification<br>Statement of Drug Testing Program<br>Bid Bond<br>First Tier Subcontractor Disclosure Form<br>Qualification of Bidder Form<br>Certification of Non-Discrimination<br>Compliance with ORS 305.385<br>Contract Agreement<br>Payment Bond<br>Performance Bond | State of Oregon Statutory Public Works Bond<br>Certification of Workers' Compensation Coverage<br>Notice of Award<br>Notice to Proceed<br>Agreed Change Orders<br>General Conditions<br>Applicable Prevailing Wage Rates<br>Special Provisions<br>Contract Drawings prepared or issued by the City of Garibaldi, Oregon, dated June __ 2012<br>Addendum: No. ____, dated _____<br>Addendum: No. ____, dated _____<br>Addendum: No. ____, dated _____<br>All items included within these Contract Documents. |
|--|---|

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

**ARTICLE II - Time of Completion**

Time is of the essence of this Contract. The Work will be substantially completed within \_\_\_\_\_ consecutive calendar days after the Notice to Proceed (the "Contract Time"). The project shall be ready for final acceptance within \_\_\_\_\_ consecutive calendar days after Notice to Proceed.

If the Contractor fails to complete the Work within the Contract Time, the resulting damages and economic loss will be difficult to accurately ascertain. Therefore the Contractor agrees to pay and City agrees to accept liquidated damages for late completion in the amount of \$300 per calendar day for each day elapsing from expiration of the Contract Time until the Work is substantially complete. The City and the Contractor agree these liquidated damages represent a reasonable forecast of the City's actual damages and that they are not a penalty. The City may deduct its damages, described above, from any unpaid amounts then or thereafter due to the Contractor under the Contract. Any damages not so deducted shall be payable to the City at the demand of the City, together with interest from the date of the demand. The Work will be substantially complete when the Work is sufficiently complete in accordance with the Contract documents so that the City can utilize the Work for its intended use.

**ARTICLE III – Contract Amount**

The City shall pay Contractor for completion of the Work in accordance with the Contract Documents the following amount: \_\_\_\_\_ dollars.

**ARTICLE IV - Warranty and Quality of Work**

The Contractor warrants to the City that all materials and equipment furnished under this contract will be of good quality and new, unless otherwise specified or allowed under the Contract Documents. Contractor further warrants that the Work will conform to the requirements of the contract documents, be performed in a workmanlike manner, and be free from defects. Work, materials or equipment not conforming to these standards shall be considered defective.

In addition to Contractor's warranty, at its own expense, the Contractor will correct any defects arising from faulty workmanship or materials and any of the Work found to be not in accordance with the contract documents promptly upon receiving written notice of the defect or nonconformance from the City. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of workmanship, materials and equipment used to repair the defect or nonconformity. The one-year period for correction of the Work shall be extended with respect to corrective Work performed by the Contractor for one year from completion of the corrective Work.

In witness whereof, the parties hereto have executed this Contract on, the day and year first above written.

City \_\_\_\_\_ of \_\_\_\_\_  
Garibaldi \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Signature \_\_\_\_\_  
Signature

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

Title

Title

---

Date

---

Date

---

Federal Taxpayer ID Number

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Garibaldi, State of Oregon, on \_\_\_\_\_, \_\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as "Principal", a Contract for construction of the \_\_\_\_\_, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Garibaldi, State of Oregon, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bound Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

Principal

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

Attorney-in-Fact, Surety

\_\_\_\_\_  
Name and Address  
Local Office of Agent

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Garibaldi; of Oregon, on \_\_\_\_\_, \_\_\_\_\_, has awarded to hereinafter designated as the "Principal", a Contract for construction of the \_\_\_\_\_ the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal and , as Surety, are held and firmly bound unto the City of Garibaldi, State of Oregon, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contact and any alterations made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Garibaldi, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Garibaldi from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the

above obligation in the said sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of Garibaldi or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said City of Garibaldi, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

Principal

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

Attorney-in-Fact, Surety

\_\_\_\_\_

Name and Address  
Local Office of Agent



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 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 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 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 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 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*

|   |
|---|
| <b>SEND BOND TO: Construction Contractors Board</b><br><b>PO Box 14140</b><br><b>Salem, OR 97309-5052</b><br><b>Telephone: (503) 378-4621</b> |
|---|

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip*

**CERTIFICATION OF WORKERS' COMPENSATION COVERAGE**

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

- 1.  "Carrier-insured Employer" (State Accident insurance Fund Corp. or other authorized insurer)

Insurance Company Name \_\_\_\_\_

ID/Policy Number \_\_\_\_\_

- 2.  "Self Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by  
the Workers Compensation Division \_\_\_\_\_

- 3.  I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the City of Garibaldi and the Oregon Workers Compensation Division of said cancellation or change and will obtain alternate coverage.

Dated: \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
Contractor's Signature

REMINDER ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97301; Phone (503) 947-7810.

**NOTICE OF AWARD**

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

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT: OREGON COAST HIGHWAYS 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET.** The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated \_\_\_\_\_ and \_\_\_\_\_, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

You are required by the Bidding Documents to promptly execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including any required insurance coverage for the Owner *and Wallis Engineering*).

If you fail to promptly execute said Agreement and to furnish said Bonds and proof of insurance, said Owner will be entitled to your bid security and such other rights as may be granted by law.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Owner

by: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

Firm: \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



**NOTICE TO PROCEED**

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

**TO:** \_\_\_\_\_

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

**NAME OF PROJECT: OREGON COAST HIGHWAYS 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, within 10 calendar days of the date of this notice, or \_\_\_\_\_, 20\_\_\_\_\_, and you are to complete the work within \_\_\_\_\_ days after the date of this notice. The date of completion is therefore, \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

by: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Firm: \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by: \_\_\_\_\_

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

**CHANGE ORDER**

Change Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

**NAME OF PROJECT: OREGON COAST HIGHWAYS 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET**

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the Contract:

Justification: \_\_\_\_\_

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

Original Contract Price was: \$ \_\_\_\_\_

Previously Approved Change Order(s) \$ \_\_\_\_\_

Contract Price prior to this Change Order: \$ \_\_\_\_\_

Contract Price for this Change Order will be (increased) (decreased) by: \$ \_\_\_\_\_

New Contract Price including this Change Order will be: \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by ( \_\_\_\_\_ ) working days.

The date for substantial completion as of the date of this Change Order, therefore, is: \_\_\_\_\_ (Date).

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Federal Agency Approval: \_\_\_\_\_  
(when applicable)

## **GENERAL CONDITIONS**

### **1.00 STANDARD SPECIFICATIONS**

The General Conditions for this project are Part 00100, General Requirements of the “2008 Oregon Standard Specifications for Construction” prepared and amended by the Oregon Department of Transportation, which shall be incorporated into these Contract Documents and made a part hereof in their entirety except as amended by the Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

**BOLI PREVAILING WAGE RATES**

**CITY OF GARIBALDI**

**“OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE  
IMPROVEMENTS 12<sup>TH</sup> TO 10<sup>TH</sup> STREET”**

This is a contract for a public works project subject to the existing state prevailing rate of wage and, if applicable, the federal prevailing wage of rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

Every contract and subcontract must contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

  X   Prevailing rates of wage are available electronically via the Internet at the following addresses: [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml) or [http://egov.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). Alternatively, Contractor may obtain the applicable prevailing wage rates by calling the Oregon Bureau of Labor and Industries at (971) 673-0893 or (971) 673-0761.

           Prevailing rates of wage are attached.

1 – **Exhibit B** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**SPECIAL PROVISIONS  
FOR HIGHWAY CONSTRUCTION**

**OREGON DEPARTMENT OF TRANSPORTATION  
SALEM, OREGON**

**OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND  
BICYCLE LANE IMPROVEMENTS 12<sup>th</sup> TO 10<sup>th</sup> STREET**

**City of Garibaldi**

**Tillamook County**

**BID DATE June \_\_\_\_ 2012**

1 – **Exhibit B** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**SPECIAL PROVISIONS**

**WORK TO BE DONE**

The Work to be done under this Contract consists of the following on OREGON COAST HIGHWAY 101 (GARIBALDI AVENUE) SIDEWALK AND BICYCLE LANE IMPROVEMENTS 12<sup>th</sup> TO 10<sup>th</sup> STREET in the City of Garibaldi:

1. Furnish, install, and remove temporary traffic control devices and temporary erosion control measures.
2. Remove gravel shoulders and surfacing.
3. Install storm sewer piping and inlets.
4. Install approximately 700 LF of sidewalks, vegetated drainage swales, curbs, pedestrian ramps, drainage facilities and driveways.
5. Construct roadwork grading, aggregate base, and asphalt pavement.

Perform additional and incidental Work as called for by the Specifications and Plans.

**APPLICABLE SPECIFICATIONS**

The General Conditions and Technical Specifications that are 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 bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

**MEASUREMENT AND PAYMENT**

All measurements and payments will be addressed in Part V of these Contract Documents.

Measurement and payment will not be in accordance with the provisions of Part 00200 through Part 01100 of the Standard Specifications unless specified in Part V of these Contract Documents

**CLASS OF PROJECT**

This is a local project.

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

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

**00110.20**      **Definitions** – Make modifications to the list of definitions as follows:

**Bid Booklet** – The bidding documents bound with the Solicitation Documents that contains the information identified in 00120.10.

2 – **Exhibit B** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**Bid Proposal** – The bidding forms included in Part I Bidding Documents of the Solicitation Documents as identified in 00120.10.

**Bid Section** – The portion of the Solicitation Documents labeled, Part I Bidding Documents.

**Final Acceptance** – Written confirmation by the City that the Project has been accepted by the City.

**SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders** – Remove and replace with the following:

Prequalification shall not be a requirement for Bid Proposal consideration. The Contractor shall submit Qualification of Bidder form with the Bid. Bidders shall be experienced and bonded.

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

Bidders must obtain Solicitation Documents from the Engineer’s office, Wallis Engineering, 215 W. 4<sup>th</sup> Street, Suite 200, Vancouver, WA, 98660; phone (360) 695-7041. Each request must include both the name of the person ordering or obtaining the Solicitation Documents, and the name of the Entity intending to use them. (The Engineer will add the name of the Entity intending to use the Solicitation Documents to the list of Holders of Bidding Plans.) Bidders are cautioned that only Solicitation Documents obtained from the Engineer’s Office may be used to submit bids.

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

“Oregon Coast Highway 101 (Garibaldi Avenue) Sidewalk and Bicycle Lane Improvements  
12<sup>th</sup> to 10<sup>th</sup> Street”  
JUNE 2012

**00120.10 Bid Booklet** – Remove and replace with the following:

The Bidding Documents are bound with the Solicitation Documents, and labeled as Part I Bidding Documents. The Bidding Documents may include, but are not limited to:

- Instructions to Bidders
- Bid Proposal Form
- Non-Collusion Affidavit
- Compliance with Davis Bacon wage rates and federal labor standards
- Resident Bidder Status
- Asbestos Certification
- Statement of Drug Testing Program
- Bid Bond
- First Tier Subcontractor Disclosure Form
- Qualification of Bidder Form

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- Certification of Non-Discrimination
- Compliance with ORS 305.385

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** – Replace the last sentence of the third paragraph with the following:

Such notification shall also be made at least seven calendar days prior to bid opening to provide the City sufficient time to make necessary modifications and issue addenda to Bidders.

**00120.25 Subsurface Investigations** – Replace the first two sentences of the first paragraph with the following:

The City or its consultant has not conducted any subsurface or geologic investigations of the Project Site.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** – Replace this subsection, except for the subsection number and title, with the following:

The Agency reserves the right to issue addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency’s office who have been identified by the Agency as Holders of Bidding Plans will be notified of these Addenda by mail, delivery service, or electronic facsimile (FAX) sent to the Bidder’s address or FAX number as it appears in the Agency’s files.

The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids may be rejected if opened and found by the Agency not to be based on Addenda issued before Bids were opened.

**00120.45 Submittal of Bids** – Replace this subsection, except for the subsection number and title, with the following:

Bids may be submitted by mail or parcel delivery service to the address shown in the Invitation to Bid in an envelope marked with the word “Bid”, the name of the project, and the words “To Be Opened Only by Authorized Personnel” on the outside. If a delivery or courier service is used, place the envelope containing the bid inside the delivery or courier service envelope.

Bids submitted after the time set for receiving bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late bids. Requirements for submittal of Bids are detailed in the Invitation to Bid (advertisement). Preparation and submittal of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

**00120.50 Submitting Bids for More than One Contract** – Delete this Subsection in its entirety.

**00120.60(a) Paper Bids** – Make the following modifications:

In the first sentence of the first paragraph, replace “ODOT Procurement Office” with “Agency”.

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Remove and replace the second bulleted item in the first paragraph with, “Changes are received by the Agency prior to Bid Closing.”

In the first sentence of the second paragraph, replace “ODOT Procurement Office” with “Agency”.

Remove and replace the third bulleted item in the second paragraph with, “The request is received by the Agency prior to Bid Closing.”

**00120.65 Opening and Comparing Bids** – In the first sentence of the first paragraph replace “Notice to Contractors and the Bid Booklet,” with “Bid Advertisement.”

**00120.70 Rejection of Nonresponsive Bids** - In the bullet that begins “The Bid is submitted...”, replace “Contractor Plans office” with “Agency”.

In the bullet that begins “The Oregon Construction Contractors Board...” add “Agency and” just prior to “State funded Projects”.

Add the following bulleted items:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.
- The Agency may reject any or all Bids not in compliance with all prescribed public bidding procedures and bid requirements under Garibaldi Municipal Code §3.10.160(E); may reject any bids in accordance with ORS 279C.395, and may waive irregularities not affecting substantial rights upon a finding of the Agency that is in the public interest to do so.

### SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

**00130.10 Award of Contract** – Add the following to the first paragraph:

Discrepancies between the indicated sum of any column or row of figures and the correct sum thereof shall be resolved in favor of the correct sum. Discrepancies between unit price and total price shall be resolved in favor of the unit price.

The ‘lowest responsible Bidder’ shall be determined from the Base Bid.

Replace the paragraph that begins with “The Agency will provide....” with the following:

“The Agency will either mail the Notice of Intent to Award to the Bidders or provide the Notice of Intent to Award on the Agency’s web site.”

**00130.15 Right to Protest Award** – Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the

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Agency’s Intent to Award within five (5) business days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- All lower Bids are non-responsive;
- The Agency failed to conduct the Bid process as described in the Bid document;
- The Agency has abused its discretion in rejecting the protestor’s Bid as non-responsive or non-responsible; or
- The Agency’s evaluation of Bids or subsequent determination of award is otherwise in violation of Garibaldi Municipal Code Chapter 3.10 or ORS Chapter 279C.

The written protest must describe the facts that support the protest. The Agency may not consider late protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons cited above.

**SECTION 00140 – SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications, supplemented and/or modified as follows:

**00140.30 Agency Required Changes in the Work** – Replace the paragraph beginning with “Upon receipt of a Change Order....” with the following:

Changes in the work will be initiated by a Contract Change Order if the changes are significant as addressed in 00195.20(b) and/or if there are no applicable unit prices. If the changes are not significant and there are applicable unit prices, the work will be initiated by written direction from the Engineer.

Upon receipt of a Change Order or written direction from the Engineer, the Contractor shall perform the Work required. If the Work increases the total Contract Amount, the Contractor shall notify the Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents. The Contractor’s performance of Work pursuant to a Change Order or written direction from the Engineer shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00180.80.

Add the following subsection:

**00140.40 Differing Site Conditions** – Replace the two bulleted items with the following:

- **Type 1** - Subsurface or latent physical conditions that could not have been discovered by careful examination of the Project Site, utilities and available records as described in Section 120.15, and
- **Type 2** - Which are of an unusual nature that differs materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

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**00140.90 Final Trimming and Cleanup** – Add the following bulleted items:

- The Contractor shall replace existing landscaping or surfacing damaged during the work at the direction of the Engineer.
- Removal and clean-up of erosion and sediment control needed to stabilize the Project Site.

**SECTION 00150 – CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

**00150.10(a) Order of Precedence** – Add the following bulleted items following the first bulleted item:

- Permits from governmental agencies
- Public improvement contract
- Addenda
- Bid proposal

**00150.15(a) General** – Remove and replace with the following:

**00150.15(a) General** – The city will supply a baseline along Oregon Coast Highway 101 (Garibaldi Avenue). The City shall be responsible for supplying the construction surveying needed for constructing the curbs and gutters, pavement overlay, sidewalk and improvements in accordance with the plans. Curb elevations are not provided at this time. Curb elevations will be provided with the construction staking.

**00150.15(b) Agency Responsibilities** – Delete this section in its entirety.

**00150.15(c) Contractor Responsibilities** – Delete this section in its entirety.

**00150.20(a) Inspection by the Engineer** – Add the following sentence to the end of the first paragraph: “The Contractor shall notify the Engineer 24 hours in advance for inspection of all portions of the Work.”

Delete the second sentence within the second paragraph in its entirety.

**00150.20(d) Inspection by Third Parties** – Add the following:

Any inspection by the City, County, State, Federal Agency or Project Engineer shall not, in any way, relieve the Contractor from any obligation to perform the work in compliance with the applicable codes, regulations, city standards and project contract documents.

**00150.50(b) Agency Responsibilities** – Add the following paragraph:

The locations, depth and description of existing utilities shown were compiled from available records and/or field surveys. The Engineer or Utility Companies do not guarantee the accuracy or the completeness of such records. Additional utilities may exist within the work area.

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**00150.50(c) Contractor’s Responsibilities** – Add the following bulleted item:

- Verify all utility locations prior to construction.

Add the following:

**00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment** – Add the following to the first paragraph:

The Contractor shall follow an approved truck route when hauling all Materials and Equipment beyond the limits of the Project Site. The proposed truck route to be used by the Contractor shall be submitted to the Project Manager for review and approval prior to the start of work.

**00150.95 Final Acceptance** – Add the following:

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies, the following documentation shall be delivered to the Engineer:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of the owner;
- Final pay estimate;

### **SECTION 00160 – SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

**00160.10 Ordering, Producing, and Furnishing Materials** – Delete the two sentences from the paragraph in this Subsection that begin, “Upon request, the Engineer....”

**00160.10(b) Approval of Quantity of Materials Ordered** – Remove and replace the first paragraph with the following:

Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

### **SECTION 00165 – QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications.

### **SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES**

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Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

**00170.10(d) Agency’s Payment of the Contractor’s Prompt Payment Obligations** – Delete the word “ODOT” from the second sentence.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency 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

| <b>Insurance Coverages</b>      | <b>Combined Single Limit per Occurrence</b> | <b>Annual Aggregate Limit</b>  |
|---------------------------------|---|--------------------------------|
| Commercial General Liability    | <u>\$1,000,000</u>                          | <u>\$2,000,000</u>             |
| Commercial Automobile Liability | <u>\$1,000,000</u>                          | (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 Garibaldi and its officers, agents, and employees
- The City of Garibaldi City Council
- Wallis Engineering and its officers, agents, and employees

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

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

- The City of Garibaldi and its officers, agents, and employees
- The City of Garibaldi City Council
- Wallis Engineering and its officers, agents, and employees

**SECTION 00180 – PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

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**00180.06**      **Assignment of Funds Due under the Contract** – Delete the first bulleted item and replace with the following:

- The assignment request is made on a form acceptable to the Agency

**00180.10**      **Responsibility for Contract** – Add the following sentence to the end of this Subsection:

Action by the Agency under this provision will not prejudice any other remedy it may have.

**00180.21**      **Subcontracting** – Delete the last sentence of the second paragraph and delete the two bulleted items from part (a); delete the sixth (6) bulleted item from part (c) and replace with the following:

- The disclosed Subcontractor does not hold a license from the Construction Contractors Board or Landscape Contractors Board, as appropriate, and is required to be licensed by the board;

**00180.22**      **Payments to Subcontractors and Agents of the Contractor** – Delete the second paragraph in its entirety.

**00180.31**      **Required Materials, Equipment and Methods** – Add the following sentence to the beginning of this Subsection:

The Agency is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

**00180.40(a)**    **In General** – Add the following bulleted items:

- Work hours shall be between 7:00 a.m. to 8:00 p.m. Pacific Standard time, Mondays through Fridays; 7:00 a.m. to 9:00 p.m. Pacific Daylight time, Mondays through Fridays; 9:00 a.m. to 6:00 p.m. Pacific Standard time, Saturdays; 9:00 a.m. to 7:00 p.m. Pacific Daylight time, Saturdays. Construction outside of these hours will only be permitted under the written approval of the Engineer. Construction activities include all field maintenance of equipment, refueling, and pick up and delivery of equipment, as well as the actual construction activity.
- Construction vehicles shall park on the construction site, at a location(s) indicated on an approved traffic control plan, or at a location(s) approved by the Agency. Contractor parking shall not interfere with the everyday operations of the businesses surrounding and/or adjacent to the project area.
- Clean up the project area and leave it in a neat and secured manner at the end of each workday.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

Add the following Subsection:

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

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| <b>Limitations</b>               | <b>Subsection</b> |
|----------------------------------|-------------------|
| Cooperation with Utilities ..... | 00150.50          |
| Contract Time .....              | 00180.50          |
| Traffic Restrictions .....       | 00220.40          |

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

**00180.41 Project Work Schedules** – A Type B schedule as detailed in the Standard Specifications is required on this Contract.

Add the following paragraphs:

“The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the Engineer. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work and fixed completion dates for those milestones.”

Add the following sections:

**00180.41(i) Weekly Schedule** – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

**00180.42 Preconstruction Conference** – Supplement this section with the following:

The Contractor is required to contact the Agency to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen and major suppliers – those who will actually be involved in construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by Engineer review. Some items may also require submittal in advance of the preconstruction meeting per the specifications.)

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- Contractor’s plan of operation and progress schedule (3+ copies)
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- “Project Labor List” for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans (3+ copies)
- Erosion and Sediment Control Plan (3+ copies)
- Pollution Control Plan (3+ copies)
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route

During the preconstruction conference, be prepared to discuss the following items:

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor’s and Owner’s employees and representatives
- Suspension of work, time extensions
- Change order procedures

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- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way, Easements and Temporary Construction Easements

In addition to the preconstruction conference, the City reserves the right to require the Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

**00180.43 Commencement and Performance of Work** – Add the following bulleted item to the end of this Subsection:

- Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project of which work is in progress or to finish a construction operation before work is started on an additional portion of unit of the project.

Add the following subsection:

**00180.50(h) Contract Time** –

Complete all Work to be done under the Contract before the elapse of 60 Calendar days.

Recording of the elapse of Calendar Days will begin the first calendar day following the date of the Notice to Proceed.

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

The liquidated damages for failure to complete the Work on time are \$200 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.

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**SECTION 00195 – PAYMENT**

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

**00195.20(b) Significant Changed Work** – Replace this subsection, except for the subsection number and title, with the following:

If the changes made under 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to, a part of the Work.

Any adjustments will be established under the procedures set out in Section 00196 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work.

The term “Significant Changed Work” shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

**00195.30 Differing Site Conditions** – In the second sentence, replace “materially differ and” with “are differing Project Site conditions under Section 00140.40 and”.

**00195.50(a-2) Value of Materials on Hand** – Delete this Subsection.

**00195.50(b) Retainage** – Delete the last sentence in the first paragraph.

**00195.50(d) Reduction of Retainage** – Delete the second bulleted item that begins, “When a Subcontractor....”

**00195.50(e) Withholding Payments** – Revise the first paragraph to read:

In addition to any other rights the Agency may have to withhold payments under other provisions of the Contract, the Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency’s interests until the Contractor has:

**00195.60 Advance Allowance for Materials on Hand** – Delete this Subsection in its entirety.

**00195.70(a) Termination for Default** – In the second paragraph that begins, “Upon completion...” add “all of” after “...to receive for” and before “the Work, under...”.

Replace the third and fourth paragraphs with the following two paragraphs:

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor’s Surety, but only to the extent that such excess is applied to Work performed by Contractor prior to the date of termination or to reimburse payments made by the Contractor or its surety to complete the Work.

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If the expense incurred by the Agency in completing the Work, including without limitation, expense for additional managerial and administrative services, exceeds the cost of the Work less the sum of all amounts previously paid to the Contractor, the Contractor or the Contractor’s Surety shall pay to the Agency the amount of the excess expense.

**00195.80(b-2) Conditions** – Add the following bulleted item to this list:

- Demonstrates to the satisfaction of the Engineer that the Materials cannot be returned for credit or otherwise disposed of on the open market.

**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 supplemented and/or modified as follows:

**00197.01 General** – Add the following after the bulleted list:

Force account work performed by Subcontractors will be measured and paid for on the same basis and in the same manner as for the Contractor.

In the third paragraph, replace the sentence that begins, “The Engineer and the Contractor...” with “The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, and labor (whether performed by the Contractor or the Contractor’s Subcontractor), and Special Services used for the Force Account Work performed on that day.

Add the following two paragraphs after the second bulleted list at the end of the Subsection:

Failure to present documentation for Force Account Work in proper form within thirty (30) days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor of Contractor’s right to present such claim or to receive payment thereof.

The Contractor shall submit a proposed operation plan for performance of the Force Account Work that includes materials, equipment and labor. The Contractor shall obtain approval for Subcontractors used on Force Account Work.

**00197.20(a) General** – Add the following sentence to the end of the second paragraph:

The Contractor shall provide the applicable copies of the “Blue Book” rates to the Engineer at no cost to the owner. Costs for the owner to obtain the copies of the “Blue Book” if not provided by the Contractor will be deducted from the payment to the Contractor.

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**00197.20(c) Rental Rates (without Operator):** Replace this subsection, except for the subsection number and title, with the following:

Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

*“Hourly Rate” = (Hourly Base Rate for Equipment + Attachment Base Rate) x Age Adjustment factor + Hourly Operating Rate*

*“Base Rate”* – The cost of the equipment as listed in the Blue Book.

*“Attachment”* – Attached equipment not considered standard equipment and not included in the Base Rate for a specific piece of equipment. See Primedia Information, Inc. for specific listings of allowed attachments.

*“Age Adjustment Factor”* – A multiplier of the Base Rate that is dependent on the year the equipment was manufactured and is listed in the Blue Book.

*“Hourly Operating Rate”* – The hourly cost of operating the equipment and attachments and provides compensation for fuel, maintenance, expendable parts such as tires, and general degradation of the equipment resulting from use.

**00197.20(g) Outside Rental Equipment** – Add the following sentence to the end of the first paragraph:

Approval of the Engineer to rent from outside sources must be obtained prior to renting the equipment.

**00197.30 Labor** – Add the following:

The payment to be made for labor used in the work will be computed at the Davis-Bacon rates for the classification of the work being performed by the Contractor or Subcontractor. Payment for labor performed by higher classification employees employed by the Contractor or Subcontractor to perform lower classification work will be computed at the classification of labor performed. When authorized, non-Davis-Bacon personnel will be paid \$3.00 above the highest labor classification used plus the allowance.

No overtime will be compensated unless authorized in advance of performing the work.

**00197.30(a) Standard Calculation** – Remove and replace this Subsection with the following:

**00197.30(a) Standard Calculation** – The hourly amount paid to the Contractor for each employee engaged on Force Account Work will be two times the actual base hourly wage (excluding fringe benefits, vacation, and all other direct or indirect costs including subsistence) paid to the employee.

**00197.80 Percentage Allowance** – Change the percent allowance for 00197.30(b) Labor from “22” to “No additional markup”.

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**SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS**

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

Add the following Subsection:

**00199.15 Inappropriate Protest or Claim as Breach of Contract** – It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor’s position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner shall constitute a breach of the Contract.

**00199.20 Protest Procedure** – Remove and replace this Subsection with the following:

**00199.20 Protest Procedure** – If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination that, in the Contractor’s opinion, entitles or would entitle the Contractor to additional compensation, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

- (a) Oral Notice** – Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.
- (b) Written Confirmation of Oral Notice** – Not later than the end of the next business day following the day that oral notice of protest is given deliver written documentation to the Engineer of the oral notice that includes the notice of protest and the areas of disagreement.
- (c) Written Notice** – File a written notice of protest with the Engineer within seven Calendar Days after receiving the protested order. In the notice the Contractor shall:
  - Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates, and Work involved;
  - Describe Contractor’s proposed alternative to the Work ordered, if any, which will avoid damage to the Contractor or to the Project;
  - Describe the nature of the damages;
  - Cite the specific Contract provision(s), if any, that support the protest;
  - Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment, and labor for which the Contractor might request additional compensation; and
  - If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

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FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE INVALID AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION FOR ANY PART OF THE PROTESTED WORK.

(d) **Engineer’s Record and Response** – The Engineer will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) business days of receipt of a timely filed written notice of protest. The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.

(e) **Final Documentation of Claim** – Within 60 Calendar Days following completion of the protested work, Contractor shall provide the Engineer with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Engineer, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.

(f) **Records** – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.

(g) **Comparison of Records** – Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain the differences.

(h) **Work to Proceed** – In spite of any protest, proceed promptly with the Work ordered by the Engineer.

(i) **Evaluation of Protest** – The Engineer has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Engineer. Provided the procedures above are followed, the Engineer will promptly evaluate all protests and, if the protest is denied, advise the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

If the Contractor does not accept the Engineer’s evaluation of the protest, the Contractor may pursue a claim as described in 00199.30.

**00199.30(b) Claims Requirements** – In the first sentence, add “, except claims waived by the Contractor per 00199.30(a)” immediately after “...specified in the Contract”.

**00199.30(d) Access to Records** – In the third sentence, replace “Final Acceptance of the Project by the Agency,” with “the release of final payment”.

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** – Remove and replace this Subsection with the following:

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**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** – The Agency intends to resolve claims at the lowest possible administrative level. If the Engineer denies the claim, in full or in part, pursuant to 00199.40(a), the Contractor may request review of the denial. The disputed claim may then be resolved, in full or in part, at any of the four progressive steps of claim review procedure as set forth in (b) through (d) of this Subsection. All of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

**(a) Decision by the Engineer** – The Engineer will, as soon as practicable, consider, investigate, and evaluate a Contractor’s claim for additional compensation, or for additional compensation and Contract Time, if submitted as required by 00199.30.

If the Engineer determines that additional information or documentation is needed to allow proper analysis of the claim, the Contractor shall meet with the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, to present the additional information or documentation, or make other arrangements with the Engineer to supply that material.

The Engineer will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor’s claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the Engineer and Contractor have agreed upon a longer response time. If the Contractor does not accept the Engineer’s decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (See (b) below).

**(b) Step 1: City Engineer Level Review** – The Contractor shall request that the Engineer arrange a meeting with the City Engineer in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency’s receipt of the request, or as otherwise agreed by the parties.

If the City Engineer determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The City Engineer will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the City Engineer.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 180 Calendar Days from the date of receipt of the City Engineer’s written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

**(c) Step 2: Arbitration and Litigation** – The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Tillamook

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County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Tillamook County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

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

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

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Tillamook County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within a court of competent jurisdiction for Tillamook County, Oregon,. In no event shall this Subsection be construed as a waiver by the City of Garibaldi on any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

THE CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

**(d) Payment of Costs, Expenses and Attorney's Fees** – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for trial and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees; however, Each party shall be responsible for its costs of arbitration, including attorneys fees, with the exception of the arbitrator's fees, which shall be shared equally by the parties.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, (including attorney fees) that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the City of Garibaldi if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the City Engineer's Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

#### SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

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**00210.90 Payment** – Add the following to this section:

Payment for Mobilization shall include all labor, equipment, and material for work which is listed in the specifications and shown on the Contract Drawings and not specifically listed with other items of the Bid Schedule.

**SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

**00220.02 Public Safety and Mobility** – Replace the bulleted item starting with “Allow emergency vehicles...” with the following item:

- Allow emergency vehicles and incident response units immediate passage at all times.

Add the following bulleted items to the end of this subsection:

- Provide written notice to all adjacent properties 5 days in advance of any work. The notice shall include contact information for the Contractor’s project manager and direct questions to them.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries. Coordinate with school district to minimize impacts and delays for any school bus routes.
- Notify the Garibaldi City Police and the Fire Department of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.
- When an abrupt edge is created by excavation, protect traffic using the “ABRUPT PAVEMENT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on Standard Drawings RD900.
- No vertical transitions between pavements greater than three inches will be allowed. When pavement transitions (including transitions at driveways) are less than three inches, provide papered asphalt transition joints, and appropriate signing as directed by the Engineer.
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: digouts, and before top lift asphalt concrete paving.

**00220.60(a-1) Contractor Responsibility** – Add the following bulleted item to the list at the end of this subsection:

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- Sweep loose aggregate and other materials on the roadway, sidewalks, driveway approaches, and out of the travel ways at the end of each day.
- Keep the surface being used by bicycles free of all dirt, mud, gravel, and other harmful materials. The surface includes bike paths, bike lanes, roadway shoulders, or the outside six (6) feet of the roadway.

**SECTION 00225 – WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

**00225.01(b) Definitions** – Modify the definitions as follows:

**Traffic Control Plan (TCP)** – A written and drawn plan for providing the safe and efficient movement of pedestrian, bicycle, and vehicular traffic on a specific roadway through a work zone while protecting workers, incident responders, and equipment.

**00225.02 General Requirements** - Add the following after the last paragraph of this subsection:

For work not shown in the Traffic Control Plans, protect traffic by using the appropriate configurations as detailed on Standard Drawings RD900, RD905, RD910 and RD945.

Install a "TRUCKS" (CW15-4-1219) sign, with a "500 FEET" (CW15-4a-457) rider, approximately 150 m (500 feet) before each point of access of all noncommercial stockpile sites, material sources, waste areas, and plant set-up areas to a public roadway.

On each through road intersecting an active work area, place one "ROAD WORK AHEAD" (CW20-1-1219) sign approximately 90 m (300 feet) in advance of the work area. These signs do not require sign flag boards, unless otherwise directed by the Engineer.

When extended traffic queues develop during flagging operations, protect traffic by providing advance flagger(s) and signing, if required, according to the "Extended Traffic Queues Detail" shown on Standard Drawing RD900. The advance flagger is required when the sight distance for oncoming traffic to the end of the queue is less than 205 m (675 feet).

Public traffic shall be permitted to pass through the work area, or an approved detour, with as little inconvenience and delay as possible. Bicycle and pedestrian lanes and pathways are legal travel lanes and must be treated as such. They shall be free of obstructions with as little delay as possible. Lane and pathways will be maintained free of debris to allow safe passage. The minimum travel lane width for a bicycle lane through a work zone area shall be four (4) feet. For temporary bicycle and pedestrian lanes and pathways, ramps must be used where the elevation difference is greater than ½ inch.

When signs are required for which specifications are not listed in the Standard Specifications, or the Special Provisions, the Contractor shall submit drawings for approval by the Engineer.

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**00225.05 Contractor’s Traffic Control Plan** – Replace the paragraph that begins "Further TCP revisions will be...", with the following:

TCP revisions will be subject to a Contract change order.

Add the following to the end of the Subsection:

If at any time during the work the Engineer determines the Traffic Control Plan to be inadequate, the Contractor shall revise and resubmit the TCP to the Engineer for Approval. Upon approval of the revised TCP, the Contractor shall provide and install the additional traffic control measures at no additional cost to the Owner.

The Engineer will be given three (3) work days to review and mail the revised traffic control plan back to the Contractor. Drawings which are not approved shall be corrected and resubmitted for review as specified above. The Engineer will be given three (3) work days to review drawings each time they are resubmitted.

**00225.90(b) Method “B” – Lump Sum Basis** – Supplement this section with the following:

Payment shall also include providing flagger(s) as necessary per the approved TCP.

**SECTION 00280 – EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows.

**00280.00 Scope** – Add the following paragraph:

Minimal erosion control measures are anticipated to construct the Work identified in this project. Erosion control measures necessary to complete the Work in this project shall be considered incidental to other Bid Items. This does not in any way relieve the Contractor from providing erosion control measures as required per this section.

**SECTION 00290 – ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications supplemented and/or modified as follows:

**00290.20 Hazardous Waste and Hazardous Substances** – Revise this subsection as follows:

**00290.20(c-3) Reuse, Recycle, and Dispose of Materials** - Replace the sentence that begins "Waste materials become..." with the following sentence:

No waste generated on the Project, except for wastes that are reusable and recyclable during the period of the Contract, become the property of the Contractor.

Replace the bullet that begins "Reuse demolition..." with the following bullet:

- Reuse demolition debris.

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**00290.20(d) Hazardous Waste Management** - In the paragraph that begins "In addition to current Laws...", replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

**00290.20(g) Spills and Releases** - 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:

### **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

#### **Description**

**00305.00 Scope** - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/documents.shtml>

### **SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

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

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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.

**SECTION 00320 – CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications supplemented and/or modified as follows:

**00320.40(b) Preserving and Trimming Vegetation** – Add the following subsections:

**(4) Trees to Be Saved** – If the Contract Plans identify trees to be saved.

Do not work within the critical root zone of marked trees unless written approval is obtained from the Engineer. The Contractor shall be responsible for any damage to or removal of trees to be protected. Tree damage will be determined by a certified arborist selected by the Engineer.

**(5) Vegetation Trimming** – Trim vegetation as directed to allow clearance for the work to be performed. Trim vegetation in such a way to prevent permanent damage to the vegetation. If it is determined that trimming may permanently damage the vegetation coordinate the trimming or removal of the vegetation with the City and Property Owner.

**00320.42 Ownership and Disposal of Matter** – Supplement this subsection with the following:

Subject to local zoning codes including Garibaldi Municipal Code, the requirements of 00280.03, and all applicable laws and regulations, materials may be placed on other properties with the consent of the property owner.

Prior to placing material on any other property, furnish the Engineer a signed copy of the property owner’s written agreement, copies of any applicable cut/fill, grading, erosion control, or other required permits, and any relevant geotechnical or environmental reports.

Do not place such materials in any location visible from any public highway, road or street, unless the site is a licensed landfill.

**SECTION 00340 – WATERING**

Comply with Section 00340 of the Standard Specifications supplemented and/or modified as follows:

**00340.10 Water** – Add the following:

In order to use water from fire hydrants, obtain a fire hydrant meter from the City of Garibaldi Public Works per the City’s water code. All costs for water shall be incidental.

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Most adjudicated water is limited to agricultural uses, so there may not be any water sources in the immediate area of the Project available for the Contractor's use.

**SECTION 00370 - FINISHING ROADBEDS**

Comply with Section 00370 of the Standard Specifications.

**SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL**

Comply with Section 00405 of the Standard Specifications.

**SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

**SECTION 00490 – WORK ON EXISTING SEWER AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

**SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

**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 1 ton of emulsified asphalt in tack coat will be required on this Project

**SECTION 00745 – HOT MIXED ASPHALT CONCRETE (HMAC) PAVEMENT**

Comply with Section 00745 of the Standard Specifications for Level 2, ½” Dense HMAC Pavement.

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications supplemented and/or modified as follows:

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**00759.17 Sidewalk Ramp Treatment** - Supply truncated dome detectable warning surfaces for newly constructed sidewalk ramps from the following list of suppliers and manufacturers:

ADA Solutions  
(978) 262-9900  
<http://www.adatale.com>

Armor-Tile Tactile Systems  
(800) 682-2525  
[www.armor-tile.com/transit/index.htm](http://www.armor-tile.com/transit/index.htm)

Only cast-in-place or tile type tactile systems will be approved. All adhesive or molded type tactile systems will not be allowed.

All truncated domes on the project at sidewalk ramps shall red in color.

**00759.90 General** - Add the following:

Replace the paragraph that reads, "Item (e) includes sidewalk ramps." with the following:

Item (e) includes sidewalk ramps. It also includes all work associated with installing truncated domes.

#### **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.

#### **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 bullet:

- **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.

#### **SECTION 01030 – SEEDING**

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Comply with Section 01030 of the Standard Specifications supplemented and/or modified as follows:

**01030.13 Seed** – Add the following paragraphs

(h) Permanent Seed Mix – Use the following seed mix for permanent seeding:

| <u>Latin name</u>              | <u>Common name</u>       | <u>Seeding rate</u> |
|--------------------------------|--------------------------|---------------------|
| <i>Festuca rubra</i>           | Creeping Red Fescue      | 0.35 lbs/1000 sq ft |
| <i>Festuca rubra commutate</i> | Chewings Fescue          | 0.25 lbs/1000 sq ft |
| <i>Lolium perenne</i>          | Perennial Ryegrass       | 0.15 lbs/1000 sq ft |
| <i>Trifolium repens</i>        | New Zealand White Clover | 0.10 lbs/1000 sq ft |
| <i>Agrostis tenuis</i>         | Colonial Bentgrass       | 0.15 lbs/1000 sq ft |

### SECTION 01040 – PLANTING

Comply with Section 01040 of the Standard Specifications.

### SECTION 02410 - CONCRETE AND PLASTIC PIPE

Comply with Section 02410 of the Standard Specifications modified as follows:

**02410.70 Polyvinyl Chloride (PVC) Pipe** – Replace this subsection, except for the subsection number and title with the following:

Furnish PVC water pipe and fittings meeting the requirements of AWWA C 900.

### SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.10 Preformed Joint Fillers for Concrete** - Replace this subsection, except for the subsection number and title with the following:

Furnish preformed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213.

### 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:

28 – **Exhibit B** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

|                         |                    |            |
|-------------------------|--------------------|------------|
| 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 02630 - BASE AGGREGATE**

Comply with Section 02630 of the Standard Specifications modified as follows:

**02630.10(a) Grading** - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 \*            -            -            -            -            -

\* Report percent passing sieve when no grading requirements are listed.

1 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

## **MEASUREMENT AND PAYMENT**

### **ITEM 1: Construction Survey and Staking**

Section 00305 of the Special Provisions is supplemented with the following:

#### **MEASUREMENT**

No measurement will be made for this lump sum (LS) bid item.

#### **PAYMENT**

The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey and Staking".

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

No separate or additional payment will be made for all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Progress payments will not be in excess of the reasonable value of the surveying work estimated by the Engineer.

Costs incurred caused by survey errors will be at the Contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors", repair or removal and replacement of deficient product, and over-run of material.

### **ITEM 2: MOBILIZATION**

Measurement and payment shall be made per Section 00210 of the Standard Specifications.

### **ITEM 3: TEMPORARY WORK ZONE TRAFFIC CONTROL**

Section 00225 of the Standard Specifications is supplemented with the following:

2 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**MEASUREMENT**

No measurement will be made for this lump sum (LS) bid item.

**PAYMENT**

Payment for work under this item will be per lump sum which will include all labor, materials, tools and equipment necessary for traffic control.

**ITEM 4: EROSION CONTROL**

Section 00280 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

No measurement will be made for this lump sum (LS) bid item.

**PAYMENT**

Payment for work under this item will be per lump sum which will include all labor, materials, tools and equipment necessary to install, maintain, and remove erosion control facilities and comply fully with the requirements of Section 00280 of the Standard Specifications. Payment will include “Temporary Seeding”. Permanent Seeding will be paid for under other bid items.

**ITEM 5: 12” STORM SEWER**

New Section 00445 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement of this bid item will be per lineal foot (LF).

**PAYMENT**

Payment for this item will include all labor, equipment, and materials to install furnish and install ductile iron or reinforced concrete pipe storm sewer where specified on the Plan. Work shall include trench excavation, disposal of trench spoils, shoring, dewatering, protection of existing pavement, import granular bedding and backfill, compaction, compaction testing by certified testing lab, surface restoration not included in other bid items and all other miscellaneous work necessary to install the storm pipe complete. Payment also includes all exploratory pothole excavations ahead of pipe laying operations at locations of potential conflicting utilities.

3 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

### **ITEMS 6-9: CONCRETE INLET AND MANHOLE**

Measurement and payment shall be made per Section 00470 of the Standard Specifications.

### **ITEM 10: ¾” – 0” AGGREGATE BASE**

Section 00641 of the Standard Specifications is supplemented with the following:

#### **MEASUREMENT**

Measurement of this item will be per cubic yard (CY) as determined by the typical design section as shown on the Plans or directed by the Engineer.

#### **PAYMENT**

Payment for this item will include all labor, equipment, and materials to install furnish and install ¾”-0” aggregate base under HMAC Pavement. Payment will also include compaction of subgrade, and furnishing, placing, and compacting the ¾”-0” Aggregate Base under the HMAC Pavement. ¾”-0” Aggregate Base under curbs, sidewalk, and driveway approaches are considered incidental to those bid items, for which no separate payment will be made.

### **ITEM 11: LEVEL 3, ½” DENSE MHMAC PAVEMENT**

Section 00744 of the Standard Specifications is supplemented with the following:

#### **MEASUREMENT**

Measurement of this item will be on a weight basis per ton (TN) measured in the hauling vehicle.

#### **PAYMENT**

Payment for this item will include all labor, equipment, and materials to furnish, place and compact Level 2, ½” Dense HMAC Pavement for the proposed street section and transition areas behind proposed driveway approaches. Payment also includes furnishing and placing tack coat as specified.

### **ITEMS 12-16: CONCRETE CURB, SIDEWALK, AND DRIVEWAY**

Section 00759 of the Standard Specifications is supplemented with the following:

4 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**MEASUREMENT**

Measurement of these items will be paid for per Section 00759 of the Standard Specifications. Measurement for Concrete Driveways shall be made for driveway throat and wings.

**PAYMENT**

Payment for these items will include all labor, equipment, and materials to furnish, place and finish Concrete Curbs, Standard; Concrete Curbs, Drainage; Concrete Curbs, Curb and Gutter; Concrete Driveways; and Concrete Walks. Payment also includes all required clearing and grubbing, excavation, furnishing, placing and compacting aggregate base below the proposed concrete work per the thickness shown on the Plans.

**ITEMS 17-18: PAVEMENT LINE AND BAR REMOVAL**

Measurement and payment will be made per Section 00851 of the Standard Specifications.

**ITEM 19: THERMOPLASTIC, NON-PROFILE, 120 MILS, EXTRUDED OR SPRAYED LONGITUDINAL PAVEMENT MARKING**

Measurement and payment will be made per Section 00865 of the Standard Specifications.

**ITEM 20: PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL**

Section 00867 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement will be made per each (EA).

**PAYMENT**

Payment for this item will include all labor, equipment, and materials to place bicycle lane legends where shown on Plans. This item includes both the bicycle and arrow stencil.

5 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**ITEM 21: PAVEMENT BAR, TYPE B-HS**

Section 00867 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement will be made per square foot (SF).

**PAYMENT**

Payment for this item will include all labor, equipment, and materials to place pavement bars where shown on Plans or as directed by the Engineer. This item includes all transverse pavement markings that are defined as a “BAR” including but not limited to crosswalk bars.

**ITEM 22: REMOVE AND REINSTALL EXISTING SIGNS**

Measurement and payment shall be made per Section 00905 of the Standard Specifications.

**ITEM 23: PEDESTRIAN CROSSWALK SIGNS**

Section 00930 and 00940 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement will be made per each (EA).

**PAYMENT**

Payment for this item will include all labor, equipment, and materials to install post foundation, post, and signs where shown on Plans or as directed by the Engineer.

**ITEM 24: SWALE**

Section 00330 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement of this item will be made per lineal foot (LF).

6 – **Exhibit C** – A RESOLUTION APPROVING INVITATION TO BID, SPECIAL PROVISIONS AND MEASUREMENT AND PAYMENT DOCUMENTS FOR THE SOLICITATION AND SELECTION OF A CONTRACTOR FOR THE 12TH STREET AND GARIBALDI AVE. IMPROVEMENT PROJECT

**PAYMENT**

Payment for this item will include all materials, labor, and equipment necessary to construct the proposed swale. Work includes clearing and grubbing, excavation, disposal of spoils, and grading. Placement of topsoil and riprap will be incidental to other bid items.

**ITEM 25: PERMANENT SEEDING**

Section 01030 of the Standard Specifications is supplemented with the following:

**MEASUREMENT**

Measurement of this item will be made per square foot (SF).

**PAYMENT**

Payment for this item will include all materials, labor, and equipment necessary to permanent seed the areas indicated. This item includes furnishing and placing imported topsoil as shown in Plans.

**ITEMS 26-27: REMOVE EXISTING STORM SEWER AND INLET**

Measurement and payment will be made per Section 00310 of the Standard Specifications.

**ITEMS 28-29: CONSTRUCT INLET OVER EXISTING PIPE AND MINOR ADJUSTMENT OF MANHOLE**

Measurement and payment will be made per Section 00490 of the Standard Specifications.

**ITEM 30: PEDESTRIAN HANDRAIL**

**MEASUREMENT**

Measurement of this item will be made per lineal foot (LF) for a two-rail pedestrian handrail.

**PAYMENT**

Payment for this item will include all materials, labor, and equipment necessary to construct pedestrian handrail alongside proposed sidewalk where shown on the Plans.