PROJECT MANUAL:
BID REQUEST / BID DOCUMENTS

Moore Street Rehabilitation
Moore Street between First Street and Third Street (Hwy 99E)
***June 10th*, 2016**

Specifications & Proposal Package

City of Harrisburg
120 Smith Street
P.O. Box 378
Harrisburg, Oregon 97446

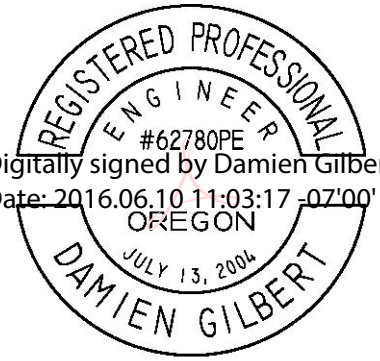
Bid Opening: July 13th 2016, 2:00 p.m.

PROJECT MANUAL

FOR

CITY OF HARRISBURG, OR

MOORE STREET REHABILITATION BETWEEN FIRST STREET AND THIRD STREET (HWY 99E)



Digitally signed by Damien Gilbert
Date: 2016.06.10 11:03:17 -07'00'

EXPIRES: *JUNE 30, 2017*

RETURN BY:

2:00 PM, JULY 13TH, 2016

TO

CITY OF HARRISBURG - CITY HALL
120 SMITH STREET
P.O. BOX 378 HARRISBURG, OREGON 97446

CITY OF HARRISBURG, OREGON

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SECTION 010

CITY OF HARRISBURG INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN THAT Sealed bids for **Moore Street Rehabilitation between First Street and Third Street (Hwy 99E)**, city of Harrisburg, Oregon, shall be addressed to the City Recorder, City Hall, P.O. Box 378, 120 Smith Street, Harrisburg Oregon 97446 and will be received at the City Hall of the City of Harrisburg, Oregon, 120 Smith Street, Harrisburg, OR 97446 Acceptance of bids will be officially closed at **2:00 pm** Pacific Time, **July 13, 2016,** and immediately thereafter the bids will be publicly opened and read in the City Hall Council Chambers. The bid proposal shall be submitted under sealed cover and marked with the Contractor's name and project name.

The project involves roadway improvements to Moore Street between 1st and 3rd (HWY 99E) streets in the City of Harrisburg, Linn County, Oregon. The improvements include asphalt surfacing overlay; asphalt surfacing and subgrade reconstruction/replacement; new concrete sidewalk, new concrete ADA ramps and driveways; stormwater system improvements; water delivery system improvements; street lighting system appurtenances, and; relocation of existing overhead dry utilities to an underground trench. The work involves sawcutting, excavation, milling, trenching, removal, compaction, construction of: roadbed and asphalt paving, concrete sidewalk, concrete curb and gutter, concrete driveway and flatwork, stormwater pipe, stormwater manholes and stormwater catch basins, water main replacement and service replacements and reconnections, coordination with existing overhead utilities and placement of new conduit into a joint trench for electrical power service, constructing street lighting appurtenances for future street lighting, and landscaping. The Engineer's estimate for this Project is between $550,000 and $600,000.

All proposals must be submitted on the regular forms furnished. The award will be made to the lowest qualified bidder who will be asked to furnish a 100% Corporate Surety Performance Bond for the faithful performance of the contract. The Project Manual including; Plans, Specifications, Agreement, and Bid Forms are available at the City of Harrisburg, City Hall, 120 Smith Street, Harrisburg, OR 97446 or at Branch Engineering, Inc., 310 Fifth Street, Springfield, Oregon, 97477. Contractors may obtain a paper copy of the Project Manual, beginning **June 10th, 2016**, for a non-refundable fee of $40.00. The Project Manual, Addenda, and Plan Holders List will also be posted on the city's website http://www.ci.harrisburg.or.us where they can be viewed and printed. All prospective bidders must be added to the Plan Holders List by sending an e-mail with company contact information to emilyp@branchengineering.com with the project title in the subject line. Prospective bidders must be on the Plan Holders List for their bid to be considered. Bidders are responsible for checking the website for addenda and changes prior to submitting bid, however notification of Addenda issuance will be issued via e-mail to the addresses listed on the Plan Holders List. Bid results will be posted on the city's website when available. There is no pre-bid meeting for this project.

A non-mandatory pre-bid conference has been scheduled for 2:00 PM on June 20, 2016 at City Hall of the City of Harrisburg, Oregon, 120 Smith Street, Harrisburg, OR 97446

Questions, clarifications, proposals for specification changes or requests to approve an alternate product shall be received in writing a minimum of ten days prior to bid receipt date. Send questions or requests via email to Greg Mower, PE, at gregm@branchengineering.com.

Qualifications: Bidders must be an established business (minimum three years) doing like projects. No bid for a construction contract shall be received or considered by the City of Harrisburg unless the bidder is Licensed with the Construction Contractors Board and/or by the State Landscape Contractors Board as required by ORS 671.530 ***and has a current Public Works Bond of $30,000.00 prior to starting Work on the Project.***

This Project is for public improvement and therefore subject to ORS 279C.800 thru 279C.870 Oregon State prevailing wage requirements. No bid will be received or considered by the City of Harrisburg unless the bid is signed on the City of Harrisburg format that includes/contains a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

If this project is over $100,000, a subcontractor listing is required and can be submitted with the bid. If the subcontractor listing is not submitted with the bid, it must be received within two (2) hours after the bid closing time and date at the City of Harrisburg, 120 Smith Street, Harrisburg, OR 97446 to the attention of City Recorder, facsimile is acceptable at 541-995-9244. Failure to supply a correct subcontractor listing may result in bid rejection.

Questions, clarifications, proposals for specification changes or requests to approve an alternate product shall be received in writing a minimum of ten (10) days prior to the bid receipt date. Protests of bid results must be in writing, must be a bidder in legal standing, and must be made within five (5) days of the posted award date in accordance with OAR Title 137, Division 49.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all bids upon a finding by the City of Harrisburg if it is in the public interest to do so in accordance to **ORS 279C.395.**

Published
Date: June 10th, 2016
By Brian Latta, City Administrator

END OF SECTION

SECTION 020
MOORE STREET REHABILITATION
SCOPE OF WORK

Requirements of Project:

The project involves roadway improvements to Moore Street between 1st and 3rd (HWY 99E) streets in the City of Harrisburg, Linn County, Oregon. The improvements include asphalt surfacing overlay; asphalt surfacing and subgrade reconstruction/replacement; new concrete sidewalk, new concrete ADA ramps and driveways; stormwater system improvements; water delivery system improvements; street lighting system appurtenances, and; relocation of existing overhead dry utilities to an underground trench. The work involves sawcutting, excavation, milling, trenching, removal, compaction, construction of: roadbed and asphalt paving, concrete sidewalk, concrete curb and gutter, concrete driveway and flatwork, stormwater pipe, stormwater manholes and stormwater catch basins, water main replacement and service replacements and reconnections, coordination with existing overhead utilities and placement of new conduit into a joint trench for electrical power service, constructing street lighting appurtenances for future street lighting, and landscaping. The Engineer's estimate for this Project is between $550,000 and $600,000.

Location of Project:

The project is located along Moore Street between 1st and 3rd (HWY 99E) streets in the City of Harrisburg, Linn County, Oregon.

Purpose of Project:

The purpose of the project is to improve Moore Street and pedestrian facilities between1st and 3rd (HWY 99E).

Project Engineer:

All questions should be directed to:

Greg Mower, P.E., Branch Engineering 541-746-0637
gregm@branchengineering.com

City Schedule:

Pre-Bid Conference:	**2:00 PM, JUNE 20, 2016**
Bids Closed / Opened & Read:	**2:00 PM, JULY 13, 2016**
120 SMITH STREET, HARRISBURG, OR 97446	
Projected Award Date:	**JULY 27, 2016**
Projected Start Date:	**JULY 28, 2016**
Substantial Completion Date:	**SEPTEMBER 30, 2016**
Final Completion Date:	**OCTOBER 7, 2016**

SECTION 100

INSTRUCTIONS TO BIDDERS

DOCUMENT HOLDER INFORMATION

Section 100
INSTRUCTIONS TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms that are to be filled out and executed.

2. EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3. BIDDERS' UNDERSTANDING

Bidders should visit the work site to ascertain by inspection, pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City of Harrisburg, hereinafter called City, shall make available to all prospective bidders, previous to the receipt of bids, information that they may have as to subsoil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

4. BID REQUIREMENTS – DOCUMENTS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL; And First-Tier Subcontractor Disclosure Form Within Two Hours.

- Schedule of Bid Items – This must be completed and signed.
- Addenda Certifications – Signed by Contractor with number and date of addenda noted.
- Contract Certification – Signed by Contractor.
- ORS Statutory (ORS) Certifications – Signed by Contractor including CCB Number.
- Project Reference Form – Filled out and signed by Contractor
- Within two (2) hours of the bid closing time and date, the First-Tier Subcontractor Disclosure Form must be submitted if required – See bid package documents.

5. PREPARATION OF BIDS

- Bids shall be submitted as required in the Invitation for Bids. Where more than one schedule is given in the Schedule of Bid Items, the bidder may bid on any combination of schedules. If a bidder does not wish to bid on a schedule, he shall check "No Bid" in the space provided on that schedule.
- Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.
- Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specification allowing for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.
- Alternative bids will not be considered unless specifically called for.
- Telephone Facsimile (FAX) bids will be accepted on the following conditions:
    - The time factor does not allow any other means.
    - The bid is sent to a third party (not the City), sealed and presented to the City.
    - The signature is notarized.
    - The original is mailed to the City as soon as possible.

6. SUBMISSION OF BIDS

Bids must be submitted as directed in the Invitation for Bids.

7. RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn upon written or telegraphic request of the Bidder at any time prior to opening.

9. PRESENCE OF BIDDERS AT OPENING

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

10. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

11. AWARD OF CONTRACT FOR CONSTRUCTION

- The low bidder(s) will be determined on the basis of the sum of the lowest prices for each appropriate Schedule or as specified in the Contract Document.
- The Contract for Construction shall be awarded to the lowest responsible Bidder(s) as soon as practicable after the bid opening, subject to the reservations of paragraph 12 herein. The City reserves the right to waive any informality in bids at City's discretion.
- The City reserves the right to wait until the protest period (5 days) has elapsed before entering into a written contract. In the event a protest is made, the City will not enter into a written contract until the protest is resolved.
- Notice of Award, announcement of apparent low bidder is not a binding contract. Only a signed written contract will be binding to the City.
- Notwithstanding OAR 137-049-0450, an award protest must be filed with the City within five (5) days of the notice of intent to award.

12. REJECTION OF BIDS

The City reserves the right to reject any and all bids.

13. CONTRACT, BONDS, AND INSURANCE

- The Bidder to whom award is made shall enter into a written Contract for Construction with the City within the time specified in the Contractor's Proposal.
- Performance Bond shall be furnished at the time of signing the Contract for Construction.
- Payment Bond shall be furnished at the time of signing the Contract for Construction.
- The insurance required by this Contract shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

14. WAGES AND SALARIES: Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

15. SUBCONTRACTORS

Bidders are required to disclose information about certain first-tier subcontractors in accordance with ORS 279C.370 – See also Contract bid documents which includes form required.

16. CHANGES TO PLANS, SPECIFICATIONS, OR QUANTITIES BEFORE OPENING BIDS

The City of Harrisburg reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities before the opening of the bids.

SECTION 110
DOCUMENT HOLDER INFORMATION

Pricing
Pricing will be firm and irrevocable for Sixty (60) days after the bid opening.

Unit Billing
Unit prices for materials/equipment are considered furnished and installed prices. Billing reflecting material only will not be accepted. Invoices/billings will be processed only for those units (or percentages of) that are installed.

Federal Mandate (DOT)
As of January 1, 1996, all Contractors whose employees are required to have a Commercial Driver's License (CDL) must comply with Department of Transportation Controlled Substance and Alcohol Program and testing rules.

Oregon Public Contracting Statutes and Rules
Bids and the Contract are governed by the Oregon Public Contracting Code (ORS Titles 279A, 279B, and 279C as applicable) and Oregon Public Contracting Code Model Rules (OAR Title 137 as applicable). See the Contract Documents for specific requirements and obligations.

Copies of Plans & Specification
Any additional copies of the Contract Documents or Plans to the contractor will be at the Contractor's expense. Additional copies of Contract Documents or Plans may be obtained on request by paying the actual cost of reproducing the Contract Documents or Plans.

Brand Name Specification
Brand name specification: if a brand name is given, it is only intended to define a quality and type desired by the City and is not intended to eliminate any competition or like equipment. The City, however, reserves the right to approve the exceptions taken to the specifications.

Section 200
BID DOCUMENT PACKAGE

Section 210
REQUIRED BID DOCUMENTS

TO BE CONSIDERED RESPONSIVE, THE FOLLOWING MUST BE PRESENTED TO CITY OF HARRISBURG AT THE SPECIFIED PLACE PRIOR TO THE BID TIME AND DATE – EXCEPT AS NOTED FOR THE FIRST TIER SUBCONTRACTOR DISCLOSURE:

- **SCHEDULE OF BID ITEMS –** MUST BE COMPLETE – MUST BE SIGNED AND DATED
- **THE ADDENDA CERTIFICATION FORM –** MUST BE SIGNED, DATED AND ALL ADDENDA'S NOTED.
- **THE CONTRACT CERTIFICATION FORM –** MUST BE SIGNED AND DATED
- **THE OREGON STATUTORY (ORS) CERTIFICATION FORM** – MUST BE SIGNED, DATED AND THE CONTRACTOR CCB REGISTER NUMBER SHOWN
- **THE FIRST TIER SUBCONTRACTOR DISCLOSURE FORM** THIS MAY BE FURNISHED WITH THE BID IN THE SAME ENVELOPE, IN A SEPARATE ENVELOPE OR MAY BE FAXED HOWEVER PRESENTED, THE CITY MUST HAVE THE SUBCONTRACTOR LISTING WITHIN TWO (2) HOURS OF THE SPECIFIED BID CLOSING TIME.
- **PROJECT REFERENCES FORM –** MUST HAVE AT LEAST THREE REFERENCES OF SIMILAR TYPE AND SIZE PROJECTS SUCCESSFULLY COMPLETED – MUST BE SIGNED AND DATED

Section 220

SCHEDULE OF BID ITEMS - City of Harrisburg: Moore Street Rehabilitation

ITEM NO.	ITEM DESCRIPTION	QTY	Unit	Unit Cost	Total Bid Price
1 *00210*	Mobilization, Bonds, And Insurance	1	Lump Sum	$	$
2 *00225*	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	$	$
3 *00280*	Erosion Control	1	Lump Sum	$	$
4 *00310*	Removal Of Curbs	413	Foot	$	$
5 *00310*	Removal Of Walks And Driveways	768	Sq Yd	$	$
6 *00310*	Removal Of Surfacings	2888	Sq Yd	$	$
7 *00310*	Removal Of Inlets	3	Each	$	$
8 *00310*	Removal Of Water Meters And Valve Boxes	1	Lump Sum	$	$
9 *00310*	Removal Of Irrigation System	1	Lump Sum	$	$
10 *00310*	Saw Cutting	867	Foot	$	$
11 *00320*	Clearing And Grubbing	1	Lump Sum	$	$
12 *00330*	General Excavation	900	Cu Yd	$	$
13 *00331*	Subgrade Stabilization As Directed By Engineer	90	Cu Yd	$	$
14 *00350*	Subgrade Geotextile	2650	Sq Yd	$	$
15 *00445*	12 Inch Storm Sewer Pipe, 5 Ft Depth	820	Foot	$	$
16 *00470*	Concrete Storm Sewer Manholes	5	Each	$	$
17 *00470*	Concrete Inlets, Type G-2	6	Each	$	$
18 *00490*	Adjusting Boxes To Finish Grade	20	Each	$	$
19 *00490*	Connection To Existing Structures	3	Each	$	$
20 *00490*	Adjusting Inlets	2	Each	$	$
21 *00490*	Minor Adjustment Of Existing Manholes	1	Each	$	$
22 *00490*	Remove And Reconnect Roof Drains	1	Lump Sum	$	$
23 *00495*	HMAC Trench Resurfacing	26	Ton	$	$
24 *00495*	6” Concrete Trench Resurfacing	6	Sq Yd	$	$
25 *00610*	HMAC Pavement Repair - Including Aggregate Base – 18 inch	73	Sq Yd	$	$

26 *00620*	Cold Plane Pavement Removal, 0 - 2 Inches Deep Tapered	16	Sq Yd	$	$
27 *00620*	Cold Plane Pavement Removal, 2 Inches Deep	711	Sq Yd	$	$
28 *00641*	Aggregate Base 12 inch	1843	Ton	$	$
29 *00744*	Level 2, 1/2 Inch HMAC	1050	Ton	$	$
30 *00759*	Concrete Curbs, Curb And Gutter	1080	Foot	$	$
31 *00759*	Concrete Driveways	2513	Sq Ft	$	$
32 *00759*	Concrete Walks	6300	Sq Ft	$	$
33 *00759*	Truncated Dome Panel Texturing	100	Sf	$	$
34 *00867*	Pavement Bar: Type AB	82	Sq Ft	$	$
35 *00905*	Remove And Reinstall Existing Signs	1	Lump Sum	$	$
36 *00960*	3 Inch Electrical Conduit And Joint Trench For Pacific Power, Comcast, and Century Link	1	Lump Sum	$	$
37 *00960*	Install Secondary Vaults Provided By Pacific Power And Light	7	Each	$	$
38 *00960*	Furnish And Install 4’ X 6’ Transformer Vault And Base	1	Each	$	$
39 *00962*	Precast Foundation	7	Each	$	$
40 *00970*	Illumination Appurtenances, Conduit, and Junction Boxes	1	Lump Sum	$	$
41 *01040*	Deciduous Trees, 2 Inch Caliper With 3' X 3' Cast Iron Grate	13	Each	$	$
42 *01090*	Gravel Beds/Rockery Landscaping	1	Lump Sum	$	$
43 *01140*	8 Inch C900 Potable Water Pipe, Fittings & Couplings With Restrained Joints And Class B Backfill	323	Lineal Feet	$	$
44 *01140*	8 Inch Connection To 6 Inch Existing Main	2	Each	$	$
45 *01160*	Hydrant Assemblies	1	Lump Sum	$	$
46 *01160*	Bollards For Hydrant and Propane Storage Protection	8	Each	$	$
47 *01170*	1 Inch Water Service Connections Including Meter Installation	3	Each	$	$
			Bid Total	$	

Total Amount of Bid **$**_____

Total Bid price written out in words _____

Note: All Unit Price Bids should be considered as "Furnished and Installed". Billing is to be as complete units and partial bills will not be paid.

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Harrisburg' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

Company _____

Address _____

By _____ Date _____
(Signature of Authorized Official)

By _____ Phone _____
(Type or Print Name)

Federal I.D. # _____ Fax_____

Surety Company (Performance Bond) _____

Contact at Surety _____ Phone _____

CCB# _____ No. Years Registered w/CCB _____

Are there any outstanding claims against your firm: Yes_____ No_____

Protest of Contractor Selection/Contract Award <u>must be made by Written Notice within Five (5) Days</u> of the Posted Award Date in accordance with OAR 137-049-0450

All the prospective bidders will have specific line items to bid on and the award will be made on the lowest qualified bid on the total bid items. The City will reserve the right to add or delete items as the project goes forward.

1. **Liquidated Damages: See General Conditions 110.9.00.**
2. **Please invoice referencing the above exact line item numbers and line items. All quantities must be approved by the Project Engineer before invoicing.**

SECTION 230

REQUIREMENTS FOR BID BOND – PLEASE USE YOUR OWN SURETY'S FORMAT

BID BOND FORMAT

Herewith find a deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of $_____ , an amount which is not less than five percent of the total bid.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Harrisburg, Oregon, as oblige, hereinafter called City, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if City shall make any award to the Principal for __ _____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with City in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by City; or if the Principal shall, in case of failure so to do, pay and forfeit to City the penal amount of the deposit specified in all the bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to City, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

Principal_____

Surety_____

Received return deposit in the sum of $_____

_____ 20____. _____

SECTION 240 - ADDENDA CERTIFICATIONS/ MISTAKES IN BIDS
THE SECTIONS FROM THE OREGON ATTORNEY GENERAL MODEL PUBLIC CONTRACT RULES ARE HEREIN MADE PART OF THE CONTRACT DOCUMENTS

ADDENDA: We hereby certify that we did receive the following Addenda to these specifications:

#_____ dated: _____

#_____ dated: _____

#_____ dated: _____

_____ _____
CONTRACTOR DATE

MISTAKES IN BIDS

General.
Clarification or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the public agency or the fair treatment of other bidders.

Mistakes Discovered After Bid Closing but Before Award.
This subsection prescribes procedures to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- **Minor Informalities**.

Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price. Examples include, but are not limited, to the failure of a bidder to:

- o Return the number of signed bids or the number of other documents required by the bid documents;
- o Sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- o Acknowledge receipt of an addendum to the bid documents, but only if:
  - ▪ It is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
  - ▪ THE ADDENDUM INVOLVED DID NOT AFFECT PRICE, QUANTITY, QUALITY, OR DELIVERY.

- **Mistakes Where Intended Correct Bid is Evident**.

If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the bid form may also include instances in which the intended correct bid is made clearly evident by simple arithmetic calculations. For example, missing unit price may be established by dividing the total bid item by the quantity of units for that item, and a missing or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

- **Mistakes Where Intended Correct Bid is Not Evident**.

The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

OMISSIONS AND AMBIGUITIES ON THE BID SUBMISSION WILL BE CONSIDERED GROUNDS FOR REJECTION.

SECTION 250

CONTRACT CERTIFICATIONS

(Must be signed and included with Bid Proposal)

We hereby certify that we have carefully examined the Contract Documents for the activity required by the specifications and will, if a trade contract, furnish all machines, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents.

We hereby certify that if our Proposal is accepted, we will within seven (7) calendar days after Contract award, sign the Contract and will, at that time, deliver to the City of Harrisburg the Performance and Payment Bond (if required).

NON-COLLUSION AFFIDAVIT

We hereby certify that the bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and we further certify that we have not directly or indirectly induced or solicited any bidder or suppliers 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 an advantage over any other bidder or bidders.

We hereby agree to furnish the City of Harrisburg, before commencing the work under this Contract, the certificates of insurance, if specified, in these documents.

We hereby certify that we will represent and warrant all work done by our subcontractors and that the work will be done in a good workmanlike manner under our direct supervision. We will notify the City of Harrisburg, prior to any subcontract work being done, the name of the subcontractor or subcontractors to be used and the percentage of work that each subcontractor will perform.

CONTRACTOR _____ DATE _____
(Authorized Official)

SECTION 260

OREGON STATUTORY (ORS) CERTIFICATIONS
(MUST BE SIGNED AND INCLUDED WITH BID PROPOSAL)

•**WE HEREBY CERTIFY** to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. **WE CERTIFY** also that we shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. **WE CERTIFY** also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

•**WE HEREBY CERTIFY** that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

•**WE HEREBY CERTIFY** that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) days before the proposal deadline.

•Whereas, State and Federal law **prohibits discrimination** in employment on the basis of race, color, religion, sex, disability, familial status, or national origin, and whereas the City of Harrisburg supports and has set-forth a policy of equal employment opportunities for all, the following certification is required: **WE HEREBY CERTIFY,** in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Harrisburg policy of non-discrimination.

Contractor _____ Date _____
(Authorized Official)

EXCEPTIONS to the above Certifications. The Contractor will cross out those items they cannot certify to and then list the reasons for the exception:

_____

_____

SECTION 270

PRIME CONTRACTOR NAME_____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM – PROJECTS OVER $100,000.00
(ORS 279C.370)

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor **(furnishing labor)** is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must separately disclose the following information about that Subcontractor Listing within two (2) hours of bid closing:

(1) The subcontractor's name and address,
(2) The subcontractor's Construction Contractor Board registration number, if one is required,
(3) Dollar amount of work.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. THE BIDDER MAY SUBMIT THE DISCLOSURE FORM WITHIN THE BID PACKAGE, BY SEPARATE ENVELOPE OR BY FACSIMILE.

MOORE STREET REHABILITATION

Bid Closing Date: _____ Time (AM): ____

Contractor Name & Address	Work Type	CCB Number	Amount

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "None" on the above contractor listing.

THE CITY OF HARRISBURG MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THIS DISCLOSURE FORM WITHIN TWO (2) HOURS OF THE BID CLOSING.

SECTION 280
PROJECT REFERENCES

To help the City determine whether Bidder is a responsible bidder pursuant to ORS 279C.375, answer the following questions. An incomplete form or insufficient information on the form may lead to a determination that the Bidder is not responsible for award of this contract.

1. List at least three completed projects of a similar nature. For each project, list the general scope of your work on the project and the nature of the project. Also, for each project, list the location of the project, the owner and the owner's contact information. For each project state whether the project was completed within time and within budget, and if not, explain why not.
2. Provide a list of at least three references that can speak to the Bidder's level of integrity. References from government agencies are preferred.
3. List projects in the table below and attach additional sheets with supplemental information as necessary.

NAME OF PROJECT/ LOCATION	CONTRACT AMOUNT	NAME OF OWNERS CONTACT	PHONE NUMBER OF CONTACT	NOTES
	$			
	$			
	$			
	$			

CONTRACTOR _____ DATE _____

Section 300
SAMPLE CONTRACT

TERMS & CONDITIONS APPLICABLE TO THIS PROJECT

Section 310- Sample Contract

CITY OF HARRISBURG
PUBLIC IMPROVEMENT CONTRACT

PROJECT: Moore Street Rehabilitation

This Contract is between the City of Harrisburg, an Oregon Municipal Corporation ("City") and _____ ("Contractor").

Recital
City of Harrisburg selected a contractor to perform work for the City by a competitive bid process. Contractor submitted the lowest qualified bid for the Project.

Contractor Information
Address: _____ Phone:_____
Fax: _____ Contact: _____ E-Mail: _____
CCB No.: _____ Fed ID (Tax) No. _____

TERMS & CONDITIONS OF CONTRACT

TERM – DURATION OF CONTRACT
This Contract shall be effective when signed by both parties and Contractor has submitted the required certificates of insurance and performance and payment bonds. It shall remain in effect until the work on the Project has been completed, the improvement accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

- Work shall commence as stated in the notice to proceed from City to Contractor
- Work shall be substantially complete within __Working Days and totally complete within __Working Days.
- Work shall be substantially complete by September 30, 2016 and totally complete by October 7, 2016.

SCOPE OF WORK
Contractor shall construct **Moore Street Rehabilitation** (the "Project") in the City of Harrisburg, Oregon. The Project extends from approximately First Street to Hwy 99E along Moore Street. The Project is described in more detail in the attached Contractor's Proposal "Exhibit A" and as detailed in the City's specifications and drawings for this Project. Contractor hereby agrees to furnish all of the materials, labor, water, tools, equipment, light, power, transportation, and other work needed to construct the Project. Collectively all documents herein, plans, referenced laws, statutes, codes, procedures, material specifications, and schedules are applicable to the scope of Work.

PAYMENT

City shall pay Contractor according to the schedules and unit prices as quoted by Contractor "Exhibit A". The maximum total payment under this Contract without approved written change orders is $_____.

Application for Payment

Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. Contractor shall direct the application for payment or invoice to Branch Engineering, 310 Fifth St, Springfield OR 97477 Attn: Greg Mower, PE. City shall make progress payment equal to the value of the completed work, less amounts previously paid, less retainage of five percent, less any deduction for claims and damages paid by the City of Harrisburg due to acts or omissions of the Contractor and for which he/she is liable under this Contract within 15 days of receipt of the invoice and the prevailing wage certificates certifying that he/she has paid not less than the prevailing rate of wages as required by ORS 279C.840. The form/application for payment shall be acceptable to the City of Harrisburg.

Application Free of Encumbrances

Contractor warrants and guarantees that all work, materials and equipment covered by any application for payment, will pass to City of Harrisburg at the time of payment free and clear of liens, claims, security interests and encumbrances.

Engineer Review & Approval of Application for Payment

City Engineer will, after receipt of each application for payment, either indicate in writing his/her approval of payment and present the application to the City of Harrisburg, or return the application to Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit for application.

Payment on Estimated Quantities

Nothing contained in this contract shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work should such work be later found not to comply with any of the provisions of this Contract document. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Acceptance by the Contractor of progress payments based on periodic estimates of quantities of work shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

Final Payment

Final payment shall be made in accordance with Section 115.5.00 of the General Conditions.

COMPLIANCE WITH LAW

Contractor shall comply with applicable federal, state and local laws, ordinances, and regulation. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and will all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations.

ENVIRONMENTAL

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. The City reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the Contract, City, in accordance with ORS 279C.525, may (a) Terminate the Contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City & Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525. If the City chooses to terminate the contract under this subsection, Contractor, if no negligence or omission on his/her part, shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

OREGON STATE PUBLIC CONTRACT PROVISIONS

Contractor Shall:

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for the Contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the Contract.
- Not permit any lien or claim to be filed or prosecuted against the City.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

Prompt Payment/Contractor Refusal to Make Payment:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- If Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C580. The rate of interest charged to the Contractor or fist-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment

was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with, the person may file a complaint with the Construction Contractor Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

Hours of Labor – Posting Hours of Labor:

- For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours of work in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
    a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week if four (4) consecutive days, Monday through Friday; and
    c. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    d. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).
- Contractors and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Medical Coverage to Employees:

- Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Worker's Compensation:

- All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

Recycle Materials:

- Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's cost do not exceed the costs of non-recycled products by more than five percent (5%).

Obligation to Pay Subcontractor & Suppliers within 10 Days:

- Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

Certifications:

- By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.
- By signing the Contract, contractor will certify that Contractor and all Subcontractors will maintain all required licenses, permits, certifications or registrations throughout the terms of this agreement.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws. In addition: Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract/Agreement.

INDEMNITY – HOLD HARMLESS

Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of the Contract/Agreement or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. In addition, Section 109.4.00 "Hold Harmless" of the General Conditions is applicable to this Contract.

INSURANCE

General Liability

- Contractor shall purchase and maintain commercial general liability insurance with minimum coverage of $1 million per occurrence and $2 million aggregate. The policy shall name the City as an additional insured and cover acts and omissions of Contractor and its Subcontractors of any level. Contractor shall be liable for the full amount of any claims resulting from negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in the performance of this Contract, even if not covered by or in excess of insurance. In addition, Section 104.3.00, 104.4.00 and 104.5.00 of the General Conditions is applicable to this Contract.

Workers Compensation

- Workers compensation insurance as required by ORS Chapter 656. Contractor shall ensure that each subcontractor obtains workers compensation insurance. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing Work. In addition, Section "Oregon State Public Contract Provisions" – subsection "Workers' Compensation" and section "Independent Contractor – Non-Partnership" of this Contract is applicable.

Builder's Risk

- Contractor shall provide builder's risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for amount equal to at least the value of the amount installed. Any deductible shall not exceed $50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or $50,000, whichever is greater. The policy shall include the City of Harrisburg as loss payee. In addition, Section 104.6.00 of the General Conditions is applicable to this Contract.

Automobile Insurance

- If required, the combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements. In addition, Section 104.6.01 is applicable to this Contract.

BONDS

Payment and Performance Bonds

- Immediately upon execution of this agreement, Contractor shall provide a separate Performance Bond and a separate Payment bond in a form acceptable to the City of Harrisburg. Each bond shall be equal to 100% of the Contract amount. The Performance Bond and Payment Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Harrisburg's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

Public Works Bond

- Contractor will file with the Construction Contractors Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of $30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.

CONFLICT OF INTEREST

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

IMPACT ON TRAFFIC AND PROPERTY

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; And in accordance to 110.4.00 and 110.4.01 of the General Conditions, shall provide a traffic plan, maintain two-way traffic unless approved otherwise by the City of Harrisburg, and make every

effort to maintain public safety and convenience. Contractor shall provide adequate noise control and shall control all obstructions to traffic in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) if applicable.

PREVAILING WAGE

Basic Requirement

- In accordance to ORS 279C.840, Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those in effect at the time Project was first advertised.

Posting of Prevailing Wage Rates

- Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

Certifications of Wage Rates to City of Harrisburg

- Contractor shall furnish weekly to the City of Harrisburg certified statements, in writing on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly rate of wage paid each worker whom the Contractor the Subcontractor has employed upon the public works improvement; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract.
- If the Contractor has not filed the certified statements as required under this contract, The City of Harrisburg is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.

Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates

- When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

Access to Wage Rate Records – Worker Interview Verification

- Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage and or the higher of the State prevailing wage rate and the Davis-Bacon wage rate is actually being paid and shall make payment records available to BOLI or Federal Officials on request. Contractor shall require Subcontractors to provide the same right of entry and inspection. In addition, shall allow interviews with persons with each discipline (trade) to determine if the correct wage rate is actually being paid.

All BOLI Requirements Applicable

- Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this Contract. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at: http://www.oregon.gov/BOLI/WHD/PWR/index.shtml. And available by contacting the Bureau of Labor & Industries at 971-673-0839

WARRANTIES

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Harrisburg, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the City of Harrisburg harmless from claims of any kind arising from damage due to said defects. In addition Section 109.7.00 of the General Conditions is applicable to this Contract.

LIQUIDATED DAMAGES

Contractor agrees to pay liquidated damages in accordance to Section 110.9.00 of the General Conditions. The City of Harrisburg is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. If the Contract is terminated for default (see following "Termination") and if the Work has not been completed by other means on or before the expiration of Contract time or adjusted Contract time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the work.

TERMINATION OF CONTRACT AND SUBSTITUTED PERFORMANCE

Termination for Default – Termination of the Contract for default may result if the Contractor:

- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance to the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the City, upon demand the Contractor and Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.

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

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

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

Termination for Public Convenience

- The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.
- Notice: The Engineer will provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.
- Compensation: Compensation for Work terminated by the Engineer under this provision will be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/un-paid) for such Work, materials and equipment; less any outstanding labor or material claims against the Contractor.

Substituted Performance

According to the City's procedures, and upon the Engineer's recommendation that sufficient cause exists, the City, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of materials on the Project Site;
- Take possession of materials not on the Project Site, for which the Contractor received progress payments;
- Take possession of equipment on the Project Site that is to be incorporated into the Work;
- Take possession of equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments; and
- Finish the Work by whatever method the City deems expedient.

If within the ten (10) calendar days' notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

ASSIGNMENT

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City of Harrisburg.

INDEPENDENT CONTRACTOR – NON-PARTNERSHIP

The Contractor shall perform all work under this Project as an Independent Contractor or Independent Agent and shall not be considered as an agent of the City of Harrisburg, nor shall the Contractor's Subcontractors or employees be sub-agents of the City of Harrisburg. In addition:

- The Work to be rendered under this Project is that of Independent Contractor. Contractor is not an officer, employee, or agent of the City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its act and for the acts of its subcontractors, agents or employees during the performance of this Project. Contractor is an Independent Contractor for the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Contract/Agreement applicable to the Project.
- No Agency, Partnership or Joint Venture – Neither the City or Contractor by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the activities carried out under this Project.
- Any Contract/Agreement applicable to this Project is not intended to entitle the Contractor nor any of its Subcontractors to any benefits generally granted to City Employees. **Contractor shall be responsible for all federal or state taxes** applicable to compensation or payment paid to Contractor under any Contract/Agreement applicable to this Project.

FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, act of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

SEVERABILITY

In the event any of the provisions or portion of the Contract/Agreement are held to be unenforceable or invalid by any court of competent jurisdiction for any reason, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provisions or portions.

WAIVERS

No term or condition of this Contract/Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of the Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. The failure of either Party to enforce any provision of the project documents shall not constitute a waiver by the City of that or any other provision.

MERGER

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

LIMITATION OF AUTHORITY

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

ATTORNEY FEES AND GOVERNING LAW

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

REMEDIES

The remedies provided for in the Contract are cumulative, and in addition to other remedies available at law. Contractor agrees that, due to the health, safety and welfare issues that relate to timely and acceptable completion of the Project to be constructed under this Contract, the City may not have an adequate remedy at law in the event of a breach of this Contract by Contractor, and that the City may obtain injunctive relief at the sole elections of the City.

COUNTERPARTS

The Contract may be signed in one or more counterparts (including change orders), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

GENDER: SINGULAR - PLURAL

Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in the Contract, they shall be construed to read in whatever form is appropriate to make the Contract applicable to all the Parties and all circumstances, except where the context of the Contract clearly dictates otherwise.

INTERCHANGEABLE TERMS IN CONTRACT AND RELATED DOCUMENTS

Contract and Agreement are interchangeable;
City and Owner are interchangeable; and
Engineer, City Engineer are interchangeable – this can be further construed to include Project Manager and or the designee of the City Engineer.

NOTICES

All notices of a legal nature shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of such notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows: City of Harrisburg, P.O. Box 378, 120 Smith Street, Harrisburg, Oregon 97446, Attn: City Recorder, Phone: 541-995-6655. Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served up receipt of the facsimile or E-Mail, followed by mail delivery.

THE PARTIES SIGNING BELOW WARRANT, REPRESENT AND AGREE THAT THEY HAVE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL TERMS

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF HARRISBURG, OREGON

BY: _____

TITLE: **CITY ADMINISTRATOR**

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY: _____
CITY ATTORNEY

DEPARTMENTAL AUTHORIZATION – CITY OF HARRISBURG- PUBLIC WORKS

BY: _____

TITLE: **PUBLIC WORKS DIRECTOR**

DATE: _____

Section 400
GENERAL CONDITIONS

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101 DEFINITIONS AND ABBREVIATIONS

101.1.00 DEFINITIONS

Whenever the following terms are used in these Specifications, in the Agreement, in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be interpreted as follows, all of which are applicable to both the singular and plural thereof.

AGREEMENT/CONTRACT
The written agreement between Owner and Contractor covering the work to be performed; other Contract Documents are attached to the Agreement. Contract and Agreement for the purpose of this document are interchangeable.

ADDENDUM
A supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening bids for an Agreement.

ADVERTISEMENT
An announcement inviting bids for work to be performed and materials to be furnished.

APPLICATION FOR PAYMENT
The form acceptable to the City of Harrisburg as approved by the City Engineer/Project Manager – see Section 111.0

AS APPROVED
The words “as approved” unless otherwise qualified, shall be understood to be followed by the words “by the City Engineer.”

BIDDER
Whenever the word “bidder” occurs in these Contract Documents, the work shall signify any person, firm, partnership, or corporation submitting a proposal on this project.

BID SECURITY – BID BOND
The certified check, cashier’s check, or surety bond which is required to be submitted with the Proposal to ensure execution of the Agreement and the furnishing of the required bonds. The amount shall be a minimum of 5% of the total bid price. See Section 109.10.00

CHANGE ORDER
A written order issued after the execution of the Agreement to the Contractor and signed by City of Harrisburg authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement – See also extra work and force account work.

CITY
The City of Harrisburg, including its duly authorized representatives.

CITY COUNCIL
The City Council of the City of Harrisburg.

CITY ENGINEER
Whenever the words "City Engineer" occurs in these Contract Documents, the words shall signify in addition the City Engineer **or** his/her authorized representative "designee" as directed by him/her. See section 103 "The City Engineer" of this document.

CONTRACT
See Agreement.

CONTRACT DOCUMENTS (COLLECTIVELY ALL DOCUMENTS RELEVENT TO THIS PROJECT)
The "Contract Documents" consist of the Invitation to Bid, the Instructions to Bidders, the Proposal, the Agreement, the General Conditions, the supplementary general conditions, the Specifications, the special specifications, the Contract/Agreement and the plans including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Agreement.

CONTRACT ITEM (PAY ITEM)
A specific unit of work for which a price is provided in the Proposal.

CONTRACT PRICE
The total amount payable to Contractor under the Agreement.

CONTRACTOR
The person or persons, co-partnership, corporation, or joint venture who have entered into an agreement with the City of Harrisburg as party or parties of the second part, or his/her or their legal representatives. The word "Contractor," although used herein as terming an individual, shall be taken to mean the Contractor, his/her agents, employees, officials, Subcontractors, or anyone connected with the work herein set forth on behalf of the Contractor.

CONTRACT TIME
The number of calendar or workdays stated in the Contract Documents, allowed for completion of work, including authorized time extensions. If a calendar date of completion is stated in the Proposal, in lieu of a number of calendar days, the contract shall be completed by that date.

DAY
Unless otherwise stated, the term "day" shall be taken to mean a calendar day of 24 hours, beginning at 12:00 midnight. Saturdays, Sundays and holidays shall be included.

DEVELOPER
A private entity who has expressed the intention of providing, or who has undertaken the providing, of some facility, structure, or like project to be accepted for maintenance and ownership by the City of Harrisburg.

DRAWINGS/PLANS
That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

ENGINEER
Wherever the word "Engineer" occurs in these Contract Documents, the word shall signify the "City Engineer" or his/her authorized representative" and vice versa.

EQUIPMENT
All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK
Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project. See extra Work and force account Work – Section 111.3.03 in this document.

FORCE ACCOUNT WORK
Items of Extra Work ordered by the Engineer that are to be paid according to Section 111.3.03.

INSPECTOR
An authorized representative of the City Engineer assigned to make all necessary inspections and/or test of the work performed or being performed, or of the materials furnished or being furnished by the City of Harrisburg.

INTENTION OF TERMS
Whenever, in these Specifications or on the plans, the words "require," "permitted," "ordered," "designated," "prescribed" or words of the like import are used, it shall be understood that the requirements, permission, order, designation, or prescription of the City Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, or acceptable to, or satisfactory to the City Engineer, subject in each case to the final determination of the City of Harrisburg.

LABORATORY
The official testing laboratories of the City of Harrisburg or such other laboratories as may be designated by the City Engineer.

LEGAL HOLIDAY
The following, subject to subsequent change by law, are legal holidays: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after Thanksgiving, Christmas, and those days declared as holidays by public proclamation. When a legal holiday, other than Sunday falls on a Sunday, the immediate following Monday is a legal holiday.

MATERIALS
Any substance incorporated in the project and equipment and other material consumed in the performance of work.

MODIFICATION
(a) A written amendment of the Contract Documents signed by both parties.
(b) A change order.
(c) Written clarification or interpretation issued by City Engineer.
(d) A written order for a minor change or alteration in the work issued by City Engineer.
(e) A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD
The written notice by City of Harrisburg to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, City of Harrisburg will execute and deliver the Contract to him/her.

NOTICE TO PROCEED
A written notice to the Contractor fixing the date on which to begin the actual contract work. If applicable, the Notice to Proceed shall state the date on which the Contract Time will commence to run.

OR EQUAL
The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the City Engineer. Such "equal" products shall not be purchased or installed by the Contractor without the City Engineer's written approval.

OWNER
The legal entity or contracting agency for which the work is being performed. Where applicable the Developer is the Owner until such time as the improvements are accepted by the City Council for maintenance.

PAYMENT BOND
The approved form of security furnished by the Contractor and his/her surety as a guarantee that he/she will pay in full all bills and accounts for materials and labor used in the construction of the work. See Section 109.10.00

PERFORMANCE BOND
The approved form of security furnished by the Contractor and his/her surety as a guarantee that the Contractor will complete the work in accordance with the terms of the Agreement. The separate payment bond and the performance bond shall be on the Contractor's own Surety form(s). See Section 109.10.00

PLANS
The term "Plans" refers to the official plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the City Engineer, which show the location, character, dimensions, and details for the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents regardless of the method of binding.

PREQUALIFICATION – OF BIDDERS
The City of Harrisburg will prequalify bidders prior to award of the Contract. Bidders must submit the ODOT prequalification form to City, bidders must be registered with the Construction Contractor's Board (CCB) for the work as set forth for this Project and must have the registration with the CCB under the name the bid is submitted under for not less than three (3) years. Bidders must not be on a State or Federal debarred listing.

PROPOSAL
The written offer of the bidder submitted on the approved proposal form setting forth the prices for the work to be performed.

PROPOSAL GUARANTY
See Bid Security and Section 109.10.00

REFERENCE SPECIFICATIONS
Bulletins, standards, rules, methods of analysis or test, codes and specifications.

SPECIAL SPECIFICATIONS/SPECIAL PROVISIONS
Requirements peculiar to the project.

STANDARD SPECIFICATIONS/GENERAL CONDITIONS
Codes, rules and regulations referred to in these Specifications/General Conditions by basic name or designation only, shall be considered to be of the latest issue with all amendments as of the date of these Specifications. Applicable portions of such shall become a part of these Contract Documents.

STRUCTURES
Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, waterlines, utility cables and pipelines, under drains, electrical ducts, manholes, hand holes, lighting fixtures and bases, transformers, flexible and rigid pavements; buildings, vaults, and other man-made features that may be encountered in the work and not otherwise classified herein.

SUBCONTRACTOR
An individual, firm, or corporation having a direct contract with the Contractor or any other Subcontractor for the performance of a portion of the work on the project, or those who furnish material for the project.

SUPERINTENDENT
The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the City Engineer, and who shall supervise and direct the construction.

SURETY
A corporation, licensed to conduct the business of surety in the State of Oregon, and named in the current list of approved sureties published by the U.S. Treasury Circular 570. All bonds signed on behalf of the Surety must be accompanied by a certified copy of the authority to act.

If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in the State of Oregon, or it ceases to meet the requirements outlined above, Contractor shall within five (5) days thereafter, substitute another Bond and Surety, both of which shall be acceptable to the City of Harrisburg.

WETLANDS
Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swaps, marshes, bogs, and similar areas.

WORK
Wherever the word "work" occurs in these Contract Documents, the word shall signify all materials, labor, tools and all appliances, machinery and appurtenances necessary to perform and complete everything specified in the Contract Documents or shown on the Plans, and such additional items of labor, material, and equipment not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean, "furnish and install."

WORKING DAY
Any and every calendar day excluding Saturdays, Sundays, and legal holidays. Unless otherwise permitted, a working day occurs between the hours of 7:00 a.m. and 3:30 p.m.

WRITTEN NOTICE
Whenever the term "Written Notice" occurs in these Contract Documents, the term shall signify a written communication delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or, if delivered or sent by electronic mail, certified mail or first class mail, to the last business address known to him/her who gives the notice.

101.2.00 ABBREVIATIONS

Wherever in these Specifications, on the plans or in the special specifications the initials only of a society or association are used, the following organizations are referred to:

AASHTO:	American Association of State Highway and Transportation Officials
AGC:	Associated General Contractors of America
AIA:	American Institute of Architects
ANSI:	American National Standards Institute
APWA:	American Public Works Association
ASCE:	American Society of Civil Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWWA:	American Water Works Association
BOLI:	Bureau of Labor & Industries
CCB:	Construction Contractors Board
CFR:	Code of Federal Regulations
DBE:	Disadvantaged Business Enterprise
DEQ:	Department of Environmental Quality, State of Oregon
EPA:	U.S. Environmental Protection Agency
FHWA:	Federal Highway Administration, U.S. Department of Transportation
FSS:	Federal Specifications & Standards, General Services Administration
GSA:	General Services Administration
MIL:	Military Specifications
MUTCD:	Manual on Uniform Traffic Control Devices
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OAR:	Oregon Administrative Rules
ORS:	Oregon Revised Statutes
OSHA:	Occupational Safety and Health Administration
ODOT:	Oregon Department of Transportation
PUC:	Public Utility Commission, State of Oregon
QA:	Quality Assurance
QC:	Quality Control
UBC:	Uniform Building Code (as adopted by the State of Oregon)
UL:	Underwriters Laboratories, Inc.
UPC:	Uniform Plumbing Code (as adopted by the State of Oregon)
USC:	United States Code

102 CONTRACT DOCUMENTS

102.1.00 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to describe a complete project to be constructed in accordance with the Contract Documents. Any work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Materials or work described in words, which so applied, have a well-known technical and trade meaning shall be held to refer to such recognized standards.

102.2.00 INCONSISTENCIES AND OMISSIONS

Any inconsistency, conflict, error or omission found in the Contract Documents shall be reported to the City Engineer in writing immediately and before proceeding with the work affected thereby; however, Contractor shall not be liable to City of Harrisburg or City Engineer for his/her failure to discover any conflict, error, or inconsistency in the Contract Documents. The City Engineer will clarify inconsistencies or omissions, in writing, within a reasonable time. The decision of the City Engineer shall be final. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- The more stringent requirement
- Federal requirements
- State requirements
- Modifications, the last in time being the first in precedence, including all Addenda to the Contract Documents.
- Agreements.
- Plans/drawings – figure dimensions on drawings shall take precedence over scale dimensions. Detailed drawings shall take precedence over general drawings.
- Special Specifications
- City's Standards & Specifications
- Instructions to Bidders
- General Conditions
- Reference Specifications

Figure dimensions on plans shall take precedence over scale dimensions. Detailed plans shall take precedence over general plans.

102.3.00 ALTERATIONS AND CHANGE ORDERS

The City of Harrisburg, without invalidating the Contract, may at any time or from time to time, order extra Work or make changes by altering, adding to, or deducting from the Work. All such Work shall be authorized by Change Order and executed under the conditions of the original Contract, except that claim by either party for time and payment increase or decrease caused thereby shall be adjusted at the time of ordering such change.

The City Engineer may authorize minor changes in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. **The percentage of increase on extra Work involving additional costs will be at the same rates as the "Force Account Work" in section 111.3.03 of these contract documents.**

Extra work performed by Contractor, without authorization of a Change Order, will not entitle him/her to an increase in the Contract Price or to the finding that an emergency circumstance exists that endangers life or property.

If the Work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

102.4.00 VERIFICATION OF DATA

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work; the conformation of the grounds; the character, quality, and quantities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of the City of Harrisburg, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

102.5.00 DOCUMENTS TO BE KEPT AT THE WORK SITE

The Contractor shall keep one copy of the Contract Documents at the work site, in good condition,

available to the City Engineer and to his/her representatives.

The Contractor shall maintain on the job site, and make available to the City Engineer upon request, one current marked-up set of the Design Drawings which accurately indicate all approved variations in the completed work that differ from the design information shown on the Drawings.

102.6.00 DOCUMENTS TO BE FURNISHED
The City will no longer furnish any additional copies of the Contract Documents or Plans to the Contractor. Additional copies of Contract Documents or Plans may be obtained on request by paying the actual cost of reproducing the Contract Documents or Plans.

102.7.00 OWNERSHIP OF DRAWINGS
All Plans, Drawings, Specifications and copies hereof furnished by the City Engineer are the City's property and are not to be used on other work and, with the exception of the signed contract set, are to be returned on request at completion of the work. Any reuse of these materials without specific written verification by the City Engineer will be at the risk of the user and without any liability or legal expense to the City Engineer. All models are the property of the City of Harrisburg.

102.8.00 PROJECT WORK SCHEDULES
The Contractor shall submit a Project Work Schedule meeting the Project requirements to the Engineer. The Project Work Schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work Schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document and control their respective Contract responsibilities. The Project Work Schedule will be subject to review, adjustments (collectively by both parties) and approval by the Engineer.

102.8.00 PROJECT PROGRESS REPORT
The Contractor shall submit a progress report to the Engineer each month with their pay application. The report shall include:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

103 THE CITY ENGINEER
103.1.00 AUTHORITY OF THE CITY ENGINEER
The City Engineer shall be the City of Harrisburg's representative during the construction and he/she shall observe the work in progress on behalf of the City of Harrisburg. This general inspection of the construction will not, however, relieve the construction Contractor(s) from his/her (their) obligation to conduct comprehensive inspections and to maintain full responsibility for the techniques and sequences of construction, the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. He shall also have the authority to reject all work and materials, which do not conform to the Agreement. The City Engineer will, within a reasonable time after their presentation to him/her, make decisions, in writing, on all claims of the City of Harrisburg or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The City Engineer's estimates and decisions shall be the condition precedent to the right of the Contractor to any action on the Agreement and to any right to receive additional money under the Agreement. The Engineer shall have the authority to order changes in the work or extra work, as provided in the paragraph "Alterations and Change Orders" of the Section CONTRACT DOCUMENTS.

The City Engineer will not be responsible and has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his/her work.

103.2.00 ENGINEER'S REPRESENTATIVES
Assistants may be assigned to various portions of the work by the City Engineer. It is understood that such assistants shall have the power, in the absence of the City Engineer, to issue clarifications and make decisions within the limitations of the authority of the City Engineer. The authority of such assistants shall, however, be limited to the particular portion or phase of the work to which they are assigned and by the particular duties assigned to them. Upon request, the assignment and duties of the Inspector or Inspectors will be provided in writing.

103.2.01 AUTHORITY AND DUTIES OF THE INSPECTOR
The Engineer may appoint assistants to inspect all materials used and all work done. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Inspectors will not be authorized to revoke, alter, enlarge or relax the provision on the work to check the necessary lines and grades and to keep the Engineer informed as to the progress of the work and the manner in which it is being done; also to call the attention of the Contractor to any infringements upon plans or specifications, but failure of the Inspector or the Engineer to call the attention of the Contractor to faulty work or infringements upon the plans or specifications shall not constitute acceptance of said work.

An Inspector will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The Inspector will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the Engineer. The Inspector will exercise such additional authority as may, from time to time, be especially delegated to him/her by the Engineer.

103.3.00 INSPECTION
City Engineer and/or Inspector will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His/her efforts will be directed toward providing assurance for the City of Harrisburg that the completed project will conform to the requirements of the Contract Documents. On the basis of his/her on-site observations as an experienced and qualified design professional, he/she will keep City of Harrisburg informed in the progress of the work and will endeavor to guard the City of Harrisburg against defects and deficiencies in the work of Contractors.

103.4.00 REJECTED DEFECTIVE WORK
Engineer or Owner have authority to disapprove or reject Work which Engineer or Owner believes to be defective, or that Engineer or Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer or Owner will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

If any Work is covered contrary to the written request of Engineer or Owner, it must, if requested by Engineer or Owner, be uncovered for Engineer or Owner's observation and replaced at Contractor's sole expense.

If engineer or Owner considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the

amount thereof, OWNER may make a Claim. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will not conform to the Contract Documents, OWNER shall reserve the right to contract another contractor to correct the defective work and may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any Surety for, or employee or Agent of any of them.

CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed. CONTRACTOR'S obligations under this paragraph are in addition to any other obligation or warranty. The provisions of this paragraph shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitation or repose.

103.5.00 UNNOTICED DEFECTS

The City Engineer will not be responsible for the acts or omissions of the Contractor or any Subcontractor or other persons at the site performing any of the work. Any defective work or material that may be discovered by the City Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provision of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

103.6.00 RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work done or material furnished under this Agreement shall prove defective and not in accordance with the plans and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the City of Harrisburg shall have the right and authority to retain such work. In such case, if acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to City of Harrisburg.

103.7.00 LINES AND GRADES

Lines and grades shall be the responsibility of the Contractor and shall be established under the on-site supervision of a Registered Professional Surveyor or Registered Engineer, licensed in the State of Oregon.

103.8.00 DETAIL DRAWINGS AND INSTRUCTIONS

The City Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, as are necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Contract Documents.

103.9.00 SHOP DRAWINGS AND SAMPLE SUBMITTALS

The Contractor shall submit, in quadruplicate, to the Engineer for this review, such shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required by the Contract Documents. Drawings shall be submitted in sufficient time to allow the City Engineer not less than ten (10) regular working days for examining the drawings.

The drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the contract drawings and specifications.

Unless otherwise approved by the City Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the drawings, or other approved means, that he/she (the Contractor) has checked the shop drawings, and that the work shown is in accordance with contract requirements and has been checked for dimensions and relationship with work of all other trades involved. The practice of submitting incomplete or unchecked shop drawings for the City Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the City Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.

When the shop drawings have been reviewed by the City Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the drawings, in quadruplicate, unless otherwise directed by the City Engineer. No changes shall be made by the Contractor to resubmitted shop drawings other than those changes indicated by the City Engineer.

The review of such drawings and catalog cuts by the City Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details and space requirements, or for deviations from the contract drawings or specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the drawings and the City Engineer approves the change or deviations in writing at the time of submission, nor shall review by the City Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the City Engineer, the Contractor shall state in his/her letter whether or not such deviations involve any deduction or extra cost adjustments. The approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Contractor shall also submit, to City Engineer for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall be clearly identified as to material, manufacturer and any pertinent catalog number if applicable, and the use for which intended.

Where a shop drawing or sample submittal is required by the Contract Documents, no related work shall be commenced until the submission has been approved by the City Engineer.

103.10.0 REJECTION OF NONRESPONSIVE BIDS

The designated person that opens the bids for this Project shall have the authority to determine, at the time and place of the bid opening, what is an acceptable/responsive bid – that bid which can be accepted and that bid which must be rejected. The decision shall include but not limited to the following responsive items: (1) The completed and signed schedule of bid items; (2) The original 5% bid bond is furnished (if required); And (3) The certifications forms are signed and furnished. Acceptable informalities will be consistent with ORS 279 – the “Attorney General’s Model Rules for Public Contracts” including those mistakes that can be substantiated/acceptable from accompanying documents. Omissions that can’t be substantiated from accompanying documents and ambiguities on the bid submissions will be considered grounds for rejection. The bid may also be rejected later if

the sub-tier contractor's form (required for bids over $100,000) is not received within two hours of the specified bid time and date.

103.10.1 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The City of Harrisburg does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as necessary as the Work goes forward.

103.10.2 AWARD OF CONTRACT

After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the lowest Bidder who is not on the debarment lists created by the Construction Contractor's Board, Bureau of Labor & Industries or the Federal Excluded Parties List System (EPLS), and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities for a complete Project.
- A satisfactory record of performance.
- A satisfactory record of integrity.
- Qualified legally to contract with the City.
- Supplied all necessary information as requested by City in connection with the Project.

If the Bidder is found not to have a satisfactory record of performance or integrity, The City will document the record and the reasons for the unsatisfactory finding. If approved, the City will provide a notice of intent to award. The award will not be final until after the posting date and any protests that may be submitted have been resolved and or partially resolved (findings made) so that the City may proceed with the Project.

Without liability to the City, the City may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

103.10.2 RELEASE OF BID GUARANTIES

Bid guaranties will be released and checks returned seven calendar days after Bids are opened, except for those of three apparent lowest Bidders on the Project. The guaranties of three lowest Bidders will be released and checks returned to unsuccessful Bidders within seven days of the City's execution of the Contract.

104 THE CONTRACTOR AND HIS/HER EMPLOYEES

104.1.00 INDEPENDENT CONTRACTOR – NON-PARTNERSHIP

The Contractor shall perform all work under this Project as an Independent Agent and shall not be considered as an agent of the City of Harrisburg, nor shall the Contractor's Subcontractors or employees be sub-agents of the City of Harrisburg.

- The Work to be rendered under this Project is that of an independent Contractor. Contractor is not an officer, employee, or agent of the City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its subcontractors, agents or employees during the performance of this Project. Contractor is an independent Contractor for the Oregon Workers' Compensation

Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Agreement applicable to this Project.

- No Agency, Partnership or Joint Venture/Independent Contractor – Neither the City or Contractor, by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the other party in connection with the activities carried out under this Project.
- Any Agreement applicable to this Project is not intended to entitle the Contractor nor any of its Subcontractors to any benefits generally granted to City Employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under any Agreement applicable to this Project.

104.2.00 SUBCONTRACTING

The Contractor shall include, in the space provided in the Letter of Employment of Subcontractors, the legal corporate names of all proposed Subcontractors and the portion of the work that these proposed Subcontractors or other persons or organizations shall perform.

The Contractor for this Project agrees that he/she is as fully responsible to the City of Harrisburg for the acts and omissions of his/her Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City of Harrisburg.

Subcontractors shall be in accordance with, and the Contractor shall be bound by, the following provisions:

- All Subcontractors shall be subject to the approval of the City Engineer.
- All Subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of these Contract Documents.
- If requested, true copies of any and all subcontracts shall be furnished to the Engineer; however, prices may be omitted.
- Subcontractors shall conform to the regulations governing employment of labor.
- The subcontracting of any part of the work will in no way relieve the Contractor of his/her responsibility or liability or obligation under these Contract Documents.

104.3.00 INSURANCE AND LIABILITY

The Contractor is defined as the provider of all construction services for the City of Harrisburg for this contract, and shall purchase and maintain insurance, naming the City as additionally insured for protection from the claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts. (Note: The City would not be additionally insured for Workmen's Compensation.)
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- Claims for damages which are sustained (1) by any person as a result of a violation of law, or other conduct that is intentional, reckless, negligent or otherwise, directly or indirectly related to the employment of any person by the Contractor, or (2) by any other person as the result of conduct of the contractor or contractor's employees;
- Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater. The specified limit of liability shall be a combined single limit of $1,000,000 per occurrence, with an aggregate limit of not less than $2,000,000. Claims-made coverage forms are not acceptable.

Certificates of Insurance acceptable to the City of Harrisburg shall be filed with the City of Harrisburg prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the City of Harrisburg.

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The Contractor's liability and property insurance with a completed Operations Endorsement shall be maintained after the completion of the project for the full warranty period. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his/her operations under this Agreement.

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his/her liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees.

In case of the breach of any provision of this article, the City of Harrisburg, at its option, may take out and maintain at the expense of the Contractor such insurance as the City of Harrisburg may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

104.4.00 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all the insurance required hereunder and such insurance has been reviewed by the City of Harrisburg, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until all similar insurance required for that portion of the work has been so obtained. Review of the insurance by the City of Harrisburg shall not relieve or decrease the liability of the Contractor hereunder.

104.5.00 NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in or exercising any authority granted by the Agreement, there would be no personal liability upon any public official.

104.6.00 BUILDER'S RISK - PROPERTY INSURANCE (IN COURSE OF CONSTRUCTION)

Unless otherwise provided, the Contractor shall purchase and maintain property insurance (builder's risk) upon the entire work at the site to the full insurable value thereof. This type of insurance is required primarily for structures. Street, water and sewer projects would not require structure insurance. This insurance shall include the interests of the Owner and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. Contractor and Subcontractors will be financially responsible for their own equipment, tools, machinery, and supplies during the course of this project.

If the Owner finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, Contractor shall obtain the consent of the insurance company or companies providing the property insurance, by endorsement to the policy or policies. No insurance shall be canceled or lapsed on account of such partial occupancy or use.

In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract Documents, or if such insurance is canceled for any reason, the Owner shall have the right but not the duty to procure the same and the cost thereof shall be deducted from monies then due or thereafter to become due to Contractor.

104.6.01 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor, if required, shall provide commercial automobile liability insurance covering all owned, non-owned, and hired vehicles. The coverage may be written in combination with commercial general liability with separate combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements.

104.7.00 SUPERVISION

The Contractor shall keep on the project, during its progress, competent supervisory personnel – specifically, at all times during the progress of the Work, Contractor shall assign a competent superintendent thereto who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor. The Contractor shall designate, in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequence, and procedures, and for providing adequate safety precautions and coordinating all portions of the work, and shall be solely responsible for the compliance to all applicable federal, state, and local laws including OSHA and the Prevailing Wage Laws applicable to this Project under the Agreement. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

104.7.01 RESPONSIBILITY OF THE CONTRACTOR

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City of Harrisburg is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Agreement.

104.8.00 PROPERTY RIGHTS IN MATERIAL

Nothing in the Agreement shall be construed as vesting in the Contractor any right to the property or in the material used after they have been attached or affixed to the work or the soil and accepted by the City of Harrisburg. All such materials shall become the property of the City of Harrisburg upon being so attached or affixed and accepted.

104.9.00 COOPERATION BY CONTRACTOR

GENERAL – THE CONTRACTOR SHALL:

- Keep one complete set of Contract Documents available on the Project site at all times.
- Cooperate in good faith with the Engineer, Inspectors, and other Contractors in performance of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such line, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's marks and stakes.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Allow the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- Furnish the Engineer all data necessary to determine the actual cost of all, or any part, of the Work.
- Diligently pursue progress of the Work according to the schedule requirements of the Contract and specifications.
- Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors.
- Allow the City of Harrisburg to perform other work on or near the Project Site, including without limitation any Materials site, with forces other than those of the Contractor.

104.10.00 FACILITIES AND SANITATION

If required by law, the necessary sanitary conveniences, properly secluded from public observation, shall be erected and maintained by the Contractor at all times while people are employed on the work; and use of such sanitary conveniences shall be strictly enforced. The location of such conveniences shall be approved by the City Engineer.

104.11.00 EMPLOYEES

The Contractor shall employ only competent skillful workers to do the work. The Contractor shall at all times enforce strict discipline and good order among his/her employees. The Contractor shall comply with all applicable labor rules, wage scales, and regulations, including nondiscriminatory laws, of the Government of the United States, the State, County, and City or Town in which the work is to be done.

105 OREGON LAW – CIVIL RIGHTS – WAGE LAWS

105.0.01 COMPLIANCE TO STATE ORS CHAPTER 279 & ATTORNEY GENERAL MODEL RULES

When the Contract Documents concern public works for the state or any county, municipality, or political subdivision, created by its laws, the applicable statutes of the State of Oregon shall apply. For this reason, Chapters 279A, 279B and 279C of the Oregon Revised Statutes, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of these Contract Documents and as further defined in the Attorney General's Model Rules. It is understood and agreed that all parties to this Project shall determine the contents of these applicable statutes and comply with their provisions throughout the performance of the Project.

105.0.02 OREGON STATE ENVIRONMENTAL REQUIREMENTS

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. The City reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the contract, City, in accordance with ORS 279C.525, may (a) Terminate the contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City/Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525.

105.0.03 OREGON STATE PUBLIC CONTRACT PROVISIONS

Contractor Shall:

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.
- Not permit any lien or claim to be filed or prosecuted against the City.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

Prompt Payment/Contractor Refusal to Make Payment:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

- If Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with this, the person may file a complaint with the Construction Contractors Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

Hours of Labor – Posting Hours of Labor:

- For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:

    a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    c. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    d. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C545(1).
- Contractors and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Medical Coverage to Employees:

- Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Workers' Compensation:

- All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

Recycle Materials:

- Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) the recycled product meets applicable standards; (c) the recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

Obligation to Pay Subcontractor & Suppliers Within 10 Days:

- Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515 (2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

Certifications:

- By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws.

105.0.04 TITLE VI CIVIL RIGHTS – AMERICAN WITH DISABILITIES ACT (ADA) - COMPLIANCE

- Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Right Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal, state, and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor also agrees to comply with ADA in its employment practices, and it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations.

105.0.05 BUREAU OF LABOR & INDUSTRIES (BOLI) & DAVIS BACON PREVAILING WAGE LAWS

- If federal dollars are in part funded for this Project, federal Davis Bacon Wage laws (Davis-Bacon Act (40 U.S.C. 3141 et seq.) and Oregon State prevailing wage laws are applicable. Contractor shall pay workers in each trade or occupation the higher of the applicable federal prevailing wage rate or applicable State prevailing wage rate. Contractor and any Subcontractors shall post the prevailing wage rates and fringe benefits as required by ORS 279C.840.
- Contractor shall furnish weekly to the City of Harrisburg, attention: Public Works Director or designee, certified statements, in writing, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and (b) that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. If the Contractor has not filed the certified statements as required under this contract, the City of Harrisburg shall retain 25% of any amount earned by the Contractor until the Contractor has complied. The City of Harrisburg shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor has filed the certified statements with the City.
- Contractor shall allow the Bureau of Labor and Industries (including federal officials if applicable) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage is actually being paid and shall make payment records

available to Bureau of Labor and Industries (BOLI) on request. Contractor shall require Subcontractors to provide the same right of entry and inspection.

- City will not make final payment unless the prevailing wage rate certifications are received.
- Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this document. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at: http://www.oregon.gov/BOLI/WHD/PWR/index.shtml. Information is also available by contacting BOLI @ 971-673-0839. See also BOLI requirements in the Contract document.

105.0.06 FIRST-TIER SUBCONTRACTOR DISCLOSURE – ORS279C.370

Contractor must submit a First-Tier Subcontractor's Disclosure form (part of bid documents) within two hours of the bid date and time. The First-Tier Subcontractor's form shall list those subcontractors that furnish labor in excess of 5% of bid price (must be at least $15,000). Subcontractors with amounts over $350,000 must be submitted regardless of the percentage. The City will submit this list to BOLI - Contractor cannot alter this list without BOLI's approval. The form is available in the bid document package.

106 SAFETY

The City of Harrisburg or City Engineer are not responsible to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his/her work.

The Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable State, County, and local laws, ordinances and codes, and to the current safety regulations as set forth in all applicable Oregon Safety Codes.

The Contractor shall also comply with "U.S. Department of Labor Occupational Safety and Health Act" (OSHA), the "Construction Safety Act" administered by the U.S. Department of Labor, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the "Manual on Uniform Traffic Control Devices", except where these are in conflict with state laws, in which case the more stringent requirements shall be followed.

The Contractor shall maintain at his/her office or other well-known place at the work site, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of all persons (including employees) who may be injured on the work site.

The duty of the City Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City Engineer and the City of Harrisburg. In addition, the Contractor must promptly report in writing to the City Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Engineer, giving full details of the claim.

107 PROTECTION OF PROPERTY

The Contractor shall adopt every practical means and comply with all laws, ordinances, and regulations in order to minimize interference to traffic and inconveniences, discomfort, and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded in accordance with the "Manual on Uniform Traffic Control Devices."

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from his/her operations in completing this work. He/she shall comply with the laws and regulations of the City of Harrisburg, County and State, relating to the safety of persons and property, and will be held responsible and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of the Contractor or Subcontractor(s), or any agent or employee of either during the progress of the work and until its final acceptance.

The Contractor shall protect against injury any pipes, conduits, utilities, lawns, gardens, shrubbery, trees, fences, or other structures or property, public and/or private, encountered in this work except as stipulated elsewhere herein. The Contractor shall be responsible and liable for any damage to such pipe, structure, and property.

The Contractor shall protect this work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under the terms of these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the City Engineer, is hereby obligated to act, at his/her discretion, to prevent such threatened loss or injury; and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or as covered under the Section “Change Orders.”

108 MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new of USA domestic manufacture and/or foreign manufacture (defined as manufactured outside of the USA) that meets all the ASTM, APWA, Federal Requirements, State Code Requirements, Local City and County Code Requirements that are applicable for the specific materials supplied; and that both the workmanship and materials be of good quality. If the Project is designated as part of a Federal Grant, Contractor will comply to the “Buy America” requirements in all respects. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of the materials.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Substitution and “Or-Equal” Products – Submittals: Whenever material or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer or supplier, the naming of the item is intended to establish the type, function, and quality required and If the specifications, law, ordinance or applicable rules or regulations permit Contractor to furnish or use a substitute that is equal to any material or equipment specified and if Contractor wishes to furnish to use a proposed substitute, he shall make written application to City Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of City Engineer who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute, as

he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as City of Harrisburg may require which shall be furnished at Contractor's expense.

Sufficient information on the proposed substitution must be provided by Contractor to the City Engineer to allow the Engineer reasonable time to determine that the material or equipment proposed is equivalent or equal to the named manufacturer's material or equipment. The proposed substitutes or "or equal" shall be submitted, including other equipment that has been specified in the contract documents, to the City Engineer for approval in conformance to the following submittal requirements/procedures/format: (1) The burden of proof as to the type, function, and quality of any substitute material or equipment shall be upon the Contractor; (2) The Engineer shall be the sole judge as to the type, function, and quality of any such substitute material or equipment, and the Engineer's decision shall be final; (3) The Engineer may require the Contractor to furnish, at the Contractor's sole expense, additional data about the proposed substitute; (4) The Owner may require the Contractor to furnish, at the Contractor's sole expense, a special five-year

performance guarantee or other surety with respect to the substitute material or equipment; (5) Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and the adequacy of the substitute item; (6) The Contractor shall be responsible for resultant changes and all additional costs (including redesign) which the accepted substitution requires in the Contractor's Work; (7) The evaluation and acceptance of the proposed substitute shall not prejudice the Contractor's achievement of substantial completion on time; and (8) Contractor must furnish available maintenance, repair and replacement costs for the substituted equipment.

In selecting and/or approving equipment for installation in the project, the City of Harrisburg and City Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and Local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials. The City reserves the right to reject any materials that cannot be certified to meet the applicable codes for the specific product or reject those materials that did not meet the specifications in the Contract Documents; the Contractor will remove and replace such materials with no cost to the City.

108.1.00 MATERIALS FURNISHED BY THE CITY OF HARRISBURG

All materials and/or services furnished by the City of Harrisburg shall be obtained by the Contractor as indicated in these Contract Documents. The cost of handling and placing City of Harrisburg furnished materials shall be included in the price paid for the Agreement item involving such material.

108.2.00 SAMPLES, TESTING AND INSPECTION

All materials to be incorporated in the work shall be subject to sampling, testing, and approval. Samples furnished by the Contractor shall be representative of the materials to be used. The City Engineer may select samples or may require that samples to be delivered to and tested as required by the Specifications at the laboratory of the City Engineer, at no additional cost to the City of Harrisburg.

All sampling and testing of materials shall be done in accordance with the latest designated standard methods of AASHTO, ASTM, etc., or in accordance with special methods designated in the Specifications.

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory. The City Engineer and his/her representatives and authorized representatives of public agencies shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access routes.

If the Specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City Engineer timely notice of its readiness for inspection. If the inspection is by authority other than the City Engineer's, the City Engineer shall be given timely notice of the date fixed for such inspection. Inspections by the City Engineer will be promptly made, and where

practicable, at the source of supply. If any work should be covered without approval or consent of the City Engineer, it shall, if required by the City Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the Contractor. If such work is found not in accordance with the Contract Documents, the Contractor shall correct the defective work at no additional cost to the City of Harrisburg.

Neither observations by City Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve Contractor from his/her obligations to perform work in accordance with requirements of the Contract Documents.

108.3.00 CONTRACTOR'S RESPONSIBILITY FOR MATERIALS
108.3.01 Responsibility For Material Furnished By Contractor
The Contractor shall be responsible for all materials furnished by him/her. All such material shall be examined by a City Representative and any material not meeting Specifications, or that is defective in manufacture, or that has been damaged after delivery, shall be replaced by the Contractor at his/her expense.

108.3.02 Responsibility for Material Furnished By City
The Contractor's responsibility for material furnished by the City shall begin upon Contractor's acceptance at the point of delivery to him/her. All such material shall be immediately examined, and material defective in manufacture and/or otherwise damaged shall be rejected by the Contractor at the time and place of delivery to him/her, to be replaced by the City. Once accepted by the Contractor, defective and/or damaged material discovered prior to final acceptance of the work shall be removed by the Contractor and he/she shall replace, at his/her own expense, the defective material. In such case the Contractor shall furnish all labor, equipment and material incidental to replacement and necessary for the completion of the work to the satisfaction of the Engineer.

108.4.00 CONSTRUCTION STAKING
Registration - Responsibility
The purpose of this section is to define the responsibilities for construction surveying. All survey work shall be conducted by or under the supervision of a Registered Professional Land Surveyor or Professional Engineer, licensed in the State of Oregon. **The Contractor will be responsible for providing all construction staking as required to complete the work.**

Staking – Scope - Methodology
Construction stakes and stakes which are reference points for construction work shall be conspicuously marked. It shall be the responsibility of the Contractor to inform his/her employees and his/her Subcontractors of their importance and the necessity for their preservation.

The City shall provide vertical and horizontal construction staking in the proximity of the work.
Construction staking shall be provided at 50-foot intervals on tangent and 25-foot intervals on curve. The guard stakes should contain the following information:

- Engineer's station (on back)
- Offset from line (underlined)
- Offset from control point (circled)
- Cut or fill to grade
- Distance right or left from centerline on curb stakes (on back)

Flagging Code for Staking
A color code may be established during the course of the project indicating specific colors for the various kinds of stakes to be set.

Staking Sewer Lines

Both gravity and pressure sewer lines shall be construction staked by means of an offset line with pipe invert cut information provided. Finish grades shall be provided as required.

Manholes shall have two reference points (swing-ties) indicating the center of the manhole, flow invert elevation, and finish grade. Upon the completion of sub-grade, the top of the manhole shall be staked with the finish grade and elevation by means of four offset stakes in a cross pattern so that the street slope and cross slope will be matched perfectly. Services shall be staked as required by the Engineer.

Staking Water Lines
Waterlines shall be staked by means of an offset line at the appropriate intervals.
Fire hydrants shall have two reference points (swing-ties) indicating the center of the fire hydrants. Finish grades shall be provided as required. Services shall be staked as required by the Engineer.
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Staking Streets
Prior to commencing construction, clearing limits shall be established.

Where a significant (greater than 3-foot) cut or fill is required for sub-grade, slope stakes and construction staking for sub-grade will be provided.

Curb line shall be staked by means of an offset line no more than 6-feet offset from the face of curb, showing the cut or fill to the finish work. Said stakes shall be protected and saved for a period of five (5) working days after construction of curbs to enable the Inspector to approve the alignment and grade. In addition to the above staking requirements, catch basins, points of curvature and tangency, and ends of curb radii shall be provided with a curb stake.

Base rock shall be staked by painting an appropriate target on the curb and providing construction stakes (blue tops) on centerline. On streets of 48-feet or greater width, blue tops will also be required at the quarter points. Blue tops will also be provided at the gutter line for the centerline and gutter lines of any intersecting street.

Staking Structures
All structures shall be staked to the line and grade as shown on the plans or as directed by the Engineer**.**

109 CONTRACT LEGALITIES
109.1.00 PERMITS AND LICENSES
The Contractor shall keep himself/herself fully informed of all local ordinances. State and Federal laws, ordinances and regulations, in any manner affecting the work herein specified. He/she shall, at all times, comply with said ordinances, laws, and regulations, and protect and indemnify the City of Harrisburg and officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, or regulations. Permits and licenses of a temporary or construction nature including government charges and inspection fees necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements and right-of-ways shall be secured and paid for by the City of Harrisburg, unless otherwise stipulated in the plans and specifications. Further defined as follows:

Contractor Permits and Licenses – Contractor Shall:

- Obtain all necessary permits and licenses, except those noted below by City;
- Pay all applicable charges, fees and taxes, except those noted below by City;
- Give all notices required by applicable laws, or under the terms of the Contract;
- Obtain all building specialty work permits: ex: heating, ventilation, air conditioning, electrical, etc.
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Div. of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing & fire hazards on forest lands; &
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

City Permits and Licenses – City Shall:

- Obtain necessary Rights-of-Way permits – except unless required to be obtained in the name of the Contractor;
- Obtain permits required for crossing or encroaching upon navigable streams;
- Obtain permits required for removing materials from or depositing materials in waterways;
- Obtain permits required for operating in City-controlled source of Materials or disposal area;
- Pay the City's System Development Charges (SDC's);
- Obtain building construction permits, not including specialty work as noted above; and
- Obtain environmental permits, including erosion control permits.

109.2.00 ROYALTIES AND PATENTS
The Contractor shall pay all royalty and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City of Harrisburg harmless from loss on account thereof, except that the City of Harrisburg shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has information that the process or article specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the City Engineer or City of Harrisburg.

109.3.00 TAXES AND CHARGES
The Contractor agrees to withhold and pay any and all withholding taxes, whether State or Federal, sales tax, and to pay all Social Security charges and also all State Unemployment Compensation charges, and to pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever which are now or may hereafter be required to be paid or withheld under any laws.

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

- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.

- The negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss of expense is caused in part by a party indemnified hereunder.
- Any lien filed upon the project or bond claim in connection with the Work.

In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

109.5.00 UNFORESEEN DIFFICULTIES
The Contractor shall protect his/her work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damage arising out of a nature of the work to be done under these

Contract Documents, or from any unseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements shall be sustained by the Contractor.

109.6.00 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her; or if the City Engineer should fail to issue any estimate for payment within thirty (30) days after it is due; or if the City of Harrisburg should fail to pay the Contractor within thirty (30) days after the time specified in the paragraph "Partial Payment" of the Section "Payment" any sum certified by the City Engineer, then the Contractor may, upon fifteen (15) days written notice to the City of Harrisburg and the City Engineer, stop work or terminate this Agreement and recover from the City of Harrisburg payment for all work executed and any loss sustained upon any plant or material and reasonable profit and damages, unless said default has been remedied within said time.

109.7.00 WARRANTIES

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Harrisburg, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged – such unexpired manufacturer warranties and guarantees shall be transferred to and enforceable by the City of Harrisburg. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the City of Harrisburg harmless from claims of any kind arising from damage due to said defects. In addition:

- Contractor shall perform all work in accordance with all specifications for the Project and warrants that all completed work meets all Project specifications, correcting any work at his/her own expense not in compliance with specifications, and for all repairs of damage to other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period and are the result of defects in construction of materials installed under the contract. Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in its work or materials.
- Within ten (10) calendar days of the City's written notice of defects, Contractor or Contractor's Surety shall start repair of the defects and all related damage. If Contractor or Contractor's Surety fails to correct and repair the defects in a timely manner, the City may have the correction and repair done by others. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects.
- In case of emergency where delay could result in serious loss or damage, the City may make emergency corrections and repairs, without written notice. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects.
- All work done to comply with the warranty shall itself be warranted for one year beginning on the date of the City's acceptance of the corrections, repairs, replacements or changes.
- The warranty provision shall survive expiration or termination of the Contract.

109.8.00 RELEASE OF LIENS

On public projects, neither the final payment nor any part of the retained percentage shall become due until the Contractor submits to the City of Harrisburg a signed affidavit, satisfactory to the City of Harrisburg, stating that so far as he/she (the Contractor) has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full. The form of affidavit shall be satisfactory to the City of Harrisburg. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City of Harrisburg all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

109.9.00 CONTRACTOR'S AND MANUFACTURER'S COMPLIANCE WITH STATE, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work (including City of Harrisburg selected equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein.

109.10.00 BOND REQUIREMENTS

109.10.01 BID SECURITY - BID BOND

When so designated by the Project Manager/City Engineer, in the Contract Documents, and or as advertised, the Contractor shall furnish a certified check, cashier's check, or surety bond in the amount of 5% of their bid price to guarantee their bid price for the project designated in these documents. In the event Contractor will not honor their bid price, if chosen for the project, the bid bond will be forfeited to the City. If the certified check, cashier's check or surety bond in the amount of 5% (or more) of the bid price is not submitted with the bid, the bid will be rejected.

109.10.02 PAYMENT AND PERFORMANCE BONDS

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

109.10.03 PUBLIC WORKS BOND

Contractor will file with the Construction Contractor's Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of $30,000 prior to starting work on the project. Contractor will make themselves aware of the provisions of ORS 279C.600 and ORS 279C.605 relating to notices of claim and payment of claims on Public Works Bonds.

109.10.04 WARRANTY BOND – SUPPLEMENTAL WARRANTY PERFORMANCE BOND

Contractor will furnish a warranty bond, from its Surety, as a guaranty of the Contractor's performance of its warranty obligations; And if the Project requires a coating system, a coating system warranty (reservoir tanks, etc.) is required, in addition to the regular Performance Bond in the sum of 80% of the full contract amount. The bond is to secure the performance by the Contractor of correction work on any coating system defects that the Contractor may be directed by the City of Harrisburg to perform. Upon Third Notification, the supplemental warranty performance bond shall become effective and shall continue in full force and effect until the City of Harrisburg has advised the Contractor that: (1) There are no coating system defects; or (2) If the Contractor has been notified that there are coating system defects, the defects have been repaired by the Contractor to the satisfaction of the City as specified under the coating system warranty and the full warranty period has expired.

110 PROGRESS OF THE WORK

110.1.00 BEGINNING OF THE WORK

Before work shall be started and materials ordered, the Contractor shall meet and consult with the City Engineer relative to materials, equipment, and all arrangements for prosecuting the work. The Contractor shall commence the work contemplated under these Contractor Documents within three (3) days after the City of Harrisburg's written notice to proceed unless otherwise notified by the City Engineer, and shall complete the work within the time specified in the Agreement, it being expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are of the essence of this Agreement.

110.2.00 PROSECUTION OF THE WORK
The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents. Time/schedule/completion is as set forth in the contract. Upon starting construction, the Contractor shall diligently and continuously pursue completion of the work with adequate crew and equipment. Should the Contractor, without the express approval of the Engineer, reduce his/her effort, it shall be considered a failure of the Contractor to complete the work in the time agreed upon. As such it shall fall under the provisions of 110.9.00 LIQUIDATED DAMAGES and liquidated damages may be assessed for each day of reduced operations. It is expressly understood and mutually agreed between all parties to the Agreement that the City Engineer shall not determine or be responsible for construction methods.

The Contractor shall perform the work and take such precautions as he/she may deem necessary to complete the project so all work will be in conformance with the Contract Documents/specifications within the Contract time.

If the Contractor desires to carry on work at night or outside the regular hours, he/she may submit application to the City Engineer; but he/she shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. If granted permission, he/she shall light the different parts of the work in a manner satisfactory to the City Engineer and shall comply with all regulations of the City or State or other public body having jurisdiction.

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of workdays, or before the completion date, as set forth in the contract.

The Contract workday requirement shall take precedence over other completion dates that may be referred to in these documents.

Where such case applies, a notice to proceed may be issued to the Paving Contractor when individual streets have been constructed and approved for base rock by the Engineer. Once the base rock has been delivered and spread, it shall be the Paving Contractor's responsibility to maintain the surface, including blading and watering as may be required. It is the intent of these Specifications that paving commence immediately following the placement of base rock.

110.3.00 COOPERATION WITH UTILITIES
The Contractor is responsible for coordinating with utility owners. Before the Contractor performs any excavation he/she is to contact the Oregon Utility Notification Center at 1-800-332-2344 at least forty-eight (48) hours prior to excavation. Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in any Supplemental Specifications. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes. The Contractor shall conform to the requirements of ORS 757.541 through 757.993 and with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

110.4.00 MAINTAINING TRAFFIC
The Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic; be responsible to maintain two-way traffic at all times unless otherwise specified. The streets shall be open for two-way traffic at all times when the Contractor is not performing work unless otherwise specified. Approaches to all properties accessing to the project shall be maintained by the Contractor at all times except for short periods necessary to the progress of the construction. Contractor, in addition, shall provide adequate noise control and control all obstructions to traffic in accordance with the manual on uniform traffic control devices if applicable.

110.4.01 PUBLIC SAFETY AND CONVENIENCE
The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide certified Flaggers

when directed, a temporary traffic control plan approved by the City Engineer, and install and maintain means of free access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property.

Private residential driveways shall be closed only with approval of the Engineer or specific permission of the property owner. The Contractor shall not interfere with normal operation of public transit vehicles unless otherwise authorized. The Contractor shall not obstruct or interfere with travel over any public street or sidewalk without approval. Where detours are necessary, they shall be maintained with good surface and shall be clearly marked. The Contractor shall provide open trenches and excavations with adequate barricades of an approved type, which can be seen from a reasonable distance. At night, the Contractor shall backfill all open work and mark areas with signs and lighted barricades (Type A Low Intensity Flashing Warning Light on a Type I or II barricade, typical) in accordance with the MUTCD. The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. The Contractor shall observe all safety instructions received from the Engineer or governmental authorities, but following of such instructions shall not relieve the Contractor from the responsibility or liability for accidents to workers or damage or injury to person or property.

Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the work area at all times. The Contractor shall be liable for any damages, which may result from failure to provide such reasonable access or failure to notify the appropriate authority.

110.4.02 PUBLIC SAFETY – USE OF EXPLOSIVES

Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents and employees; and its Subcontractors' use of explosives.

110.5.00 ASSIGNMENT

Contractor shall not assign or transfer its interests in the Contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City of Harrisburg.

110.6.00 CITY OF HARRISBURG'S RIGHT TO DO WORK

If the Contractor should, in the opinion of the City Engineer, neglect to prosecute the work properly or should neglect or refuse at his/her own cost to take up and replace work that has been rejected by the City Engineer, then the City of Harrisburg shall notify the Surety of the condition and after ten (10) days written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the City of Harrisburg may have under the Agreement, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

110.7.00 CITY OF HARRISBURG'S RIGHT TO TERMINATE AGREEMENT

According to the City's procedure, and upon the Engineer's recommendation that sufficient cause exists, the City, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may terminate the Contract and take possession of the materials and equipment in accordance with the Contract section titled "Termination of Contract and Substituted Performance" - this section is in force for this Project.

110.8.00 DELAYS AND EXTENSION OF TIME

If the Contractor shall be delayed at any time in the progress of the work by any act or neglect of the City of Harrisburg or the City Engineer, or of any employee of either; or by any separate contractor employed by the City of Harrisburg; or by changes ordered in the work; or by strikes, lockouts, fire, unavoidable casualties, or any cause beyond the Contractor's control which justified the delay, or by delay authorized in writing by the City Engineer, then the date for completion of the work shall be

extended. Within 14 days after the Contractor submits to the City Engineer a written request for an extension of time, the City Engineer will determine the number of days extension due to the Contractor. The City of Harrisburg will make the final decision on all requests for extension of time.

No such extension shall be made for delays occurring more than seven (7) days before claim therefore is made in writing to the City Engineer. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the date upon which supplemental drawings shall be furnished by the City Engineer is made, then no claim for delay shall be allowed the Contractor on account of failure to furnish drawings until two (2) weeks after demand for such drawings, and not then unless such claim be reasonable. No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Agreement.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the City Engineer to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Agreement completion time.

Delays in delivery of equipment or material purchased by the Contractor or his/her Subcontractors (including City of Harrisburg selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

The contract time may only be changed by a Change Order.

110.9.00 LIQUIDATED DAMAGES

CONTRACTOR recognizes and acknowledges that the City will incur significant additional expenses and costs in staff time, administration and overhead ("Additional Internal Costs") as a result of any delay by Contractor in completing all work by the completion date established by this contract. Contractor agrees that it is liable for the City's Additional Internal Costs resulting from any delay in completion of the work. Contractor recognizes that, in addition to Additional Internal Costs, the City will incur additional costs and expenses as a result of any delay in completion of all work under this contract as the result of the necessity for City to retain other contractors, consultants and engineering and/or design firms ("Additional External Costs") in the event of any delay in completion of the Work. Contractor agrees that it is liable for the City's Additional External Costs resulting from any delay in completion of the work. In addition, City will incur additional costs in the event of delay in completion of work under this contract because City would be unable to utilize the new facility to be constructed under this contract or to utilize services to be provided under this contract. ("Loss of Use" costs.) Contractor agrees that it is liable to City for Loss of Use costs resulting from a delay in completion of the work. The City and Contractor agree that the amount of damages resulting from a delay in completion of the work is uncertain and in an amount of damages that will be difficult to prove. The Contractor and the City agree that it is appropriate to liquidate damages in advance, due to the uncertain nature of the amount of damages that City will incur in the event that Contractor fails to complete all work by the scheduled completion date. Contractor is required to provide public facilities and/or services that are vital to the health, safety and welfare of the general public. City's costs for protecting the health, safety and welfare in the event that the work is not completed by the scheduled completion date will be substantial. Contractor and City agree that the amount of liquidated damages provided by this contract is reasonable, specifically bargained for, and not a penalty. Contractor further agrees that it will not challenge the amount or the imposition of these damages in any action seeking to enforce these damages.

It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work by the designated completion date shall be $1,000.00 (one thousand dollars) for each workday the work exceeds the number of workdays specified.

The City of Harrisburg is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and his/her Sureties shall be liable for any excess.

110.10.00 OTHER CONTRACTS

The City of Harrisburg reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his/her work with theirs.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Engineer any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his/her work, except as to defects which may develop in the other contractor's work after execution of his/her work.

110.11.00 USE OF PREMISES

City of Harrisburg shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City of Harrisburg, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in City of Harrisburg furnishing these lands or easements entitles him/her to an extension of the Contract Time, he may make claim therefore. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

The Contractor shall confine his/her equipment, the storage of materials, and the operation on his/her workmen to limits shown on the plans or indicated by law, ordinances, permits, or directions of the City Engineer, and shall not unreasonable encumber the premises with his/her materials.

110.12.00 USE OF COMPLETED PORTIONS

The City of Harrisburg shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions, which may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of the work, or delays the completion of the work, the Contractor shall be entitled to extra compensation or an extension of time, or both. Should such condition or conditions prevail, the Contractor shall submit his/her claim for additional compensation or extension of time, in writing, to the City Engineer. The City Engineer will review the claim and determine its validity.

110.13.00 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his/her work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the plans.

110.14.00 CLEANING UP

Cleaning up shall be a continuing process from the start of work to final acceptance of the project. The Contractor shall, at all times, at his/her own expense and without further order keep property on which work is in progress free from accumulations of waste material or rubbish caused by employees or by the work, and at all times during the construction period shall maintain structure sites, rights-of-way, adjacent property, and the surfaces of streets and roads on which work is being done in a safe condition for the Contractor's workers, and the public. Accumulation of waste materials that might constitute a fire hazard will not be permitted. Spillage from the Contractor's hauling vehicles on traveled public or private roads and parking areas shall be promptly cleaned up. Upon completion of

the construction, the Contractor shall, at his/her own expense, remove all temporary structures, rubbish, and waste materials resulting from his/her operations.

Upon failure of the Contractor to provide cleanup within 24 hours of being so directed by the Engineer in writing, the City, or an agent retained by the City, may complete the cleanup and the cost thereof plus 10% for handling shall be deducted from any payment due the Contractor.

110.15.00 CHANGES IN QUANTITY
The City of Harrisburg reserves the right to increase or decrease quantities without limit or to omit portions of the work without invalidating said proposal or re-negotiating the unit bid price.

110.16.00 PERFORMANCE TESTING
Operating equipment and systems shall be performance tested in the presence of the City Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operation conditions or under such simulated operating conditions as recommended or approved by the City Engineer. Such testing shall be scheduled with the City Engineer at least one (1) week in advance of the planned date for testing and include a factory representative on site.

110.17.00 SUBSTANTIAL COMPLETION DATE
The City Engineer may, at his/her sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific guarantees, and to establish the date that the City of Harrisburg will assume the responsibility for the cost of operating such portions of the project. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. All equipment contained in the work, plus all other components necessary to enable the City of Harrisburg to operate the facility in the manner that was intended, shall be complete including acceptable testing as specified in these Contract Documents on the substantial completion date.

The City of Harrisburg shall have the right to exclude Contractor from the project after the date of substantial completion, but City of Harrisburg shall allow Contractor reasonable access to complete or correct remaining items of work.

111 PAYMENT
111.1.00 BASIS OF PAYMENT
In consideration of the faithful performance of all the covenants, stipulations, and conditions in these Contract Documents, the City of Harrisburg will agree to pay the Contractor in the amount bid as adjusted when so stipulated in the Contractor's Proposal on the basis of the unit prices named in the Contractor's Proposal for the work actually performed as determined by the final estimate of the City Engineer, together with any amounts due for extra work not classified under the items listed in the Contractor's Proposal – See Contract terms and conditions

111.2.00 CHANGE ORDERS
Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of methods set forth in 111.3.03,

111.2.01 UNIT PRICES
If applicable, those unit prices stipulated in the Proposal or unit prices negotiated and mutually acceptable to the Contractor and City of Harrisburg.

111.2.02 LUMP SUM
A total sum for the work negotiated and mutually acceptable to the Contractor and City of Harrisburg. may be submitted to the City of Harrisburg in accordance with 111.2.00 and 111.2.01 Contractor's quotations for Change Orders shall be in writing and firm for a period of forty-five (45) days. Any compensation agreed upon, and subsequently paid by the City of Harrisburg for work defined in a Change Order shall be deemed to include all costs and expenses related to such work, including the

costs and expenses to a direct, indirect, and consequential nature, or otherwise, and it is specifically understood and agreed that no additional compensation may be subsequently sought or charged by the Contractor for the work covered by the applicable Change Order.

The City of Harrisburg's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work.

111.3.03 FORCE ACCOUNT WORK
If the method of payment cannot be agreed upon prior to the beginning of the work, and the City of Harrisburg or the City Engineer directs that the work be done by written Change Order or on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

- **Labor**, including foremen, who are directly assigned to the force account work: (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burden will be considered unless approved in writing by the City of Harrisburg.
- **Material** delivered and used on the designated work, including sales tax, if paid for by Contractor or his/her Subcontractor.
- **Rental** or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of one hundred dollars ($100). The current Associated General Contractors of America published equipment rental rates will be the maximum allowable rate.
- Additional **bond**, as required and approved by the City of Harrisburg.
- Additional **insurance** (other than labor insurance) as required and approved by the City of Harrisburg.

To costs under 111.3.03 FORCE ACCOUNT WORK, there shall be added the following fixed fees for the Contractor or Subcontractor actually performing the work:

A fixed fee of **fifteen percent (15%)** added to the cost of **labor, materials and rentals**; and

A fixed fee of **six percent (6%)** added to the cost of **bonds and insurance** above.
An additional fixed fee of **ten percent (10%)** shall be allowed the Contractor for the **administrative handling** of portions of the work that are performed by an Approved **Subcontractor.** No additional fixed fee will be allowed for the administrative handling of work performed by a Subcontractor of a Subcontractor unless by written permission from the City of Harrisburg.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense.

The City of Harrisburg reserves the right to furnish such materials and equipment, as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment that is rented as specified above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his/her records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the City Engineer report sheets in duplicate of each day's force account

work no later than the working day following the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices for materials used in the alterations covered by Change Orders. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his/her authorized agent.

To receive partial payments and the final payment for force account work, the Contractor shall submit in a manner approved by the City Engineer, detailed and complete documented verification of the Contractor's and any of his/her Subcontractor's actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed.

No payment will be made for work billed and submitted to the City Engineer after the thirty (30) day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order.

111.4.00 CLAIMS

If the Contractor claims that any instructions involve extra cost under this Agreement, he/she shall give the City Engineer and the City of Harrisburg written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. If such notification is not given, or if the City Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the City Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the City of Harrisburg and City Engineer within ten (10) days following completion of that portion of the work for which the Contractor bases his/her claim is found to be just. It shall be allowed and paid for as provided in the section covering Change Orders.

Engineer's decision regarding claims: Engineer will render a formal decision in writing 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Engineer's written decision on such Claim, dispute, or other matter will be final and binding upon Owner and Contractor unless: an appeal from Engineer's decision is taken with the time limits. A written notice of intention to appeal against the Engineer's written decision will follow the formal requirements of Section 00199.40 of the 2008 Oregon Standard Specifications.

111.5.00 FINAL PAYMENT

To receive final payment, the Contractor must do the following:

- Notify the City Engineer, in writing, that he/she has completed his/her work in accordance with the Contract Documents and request final payment.
- Submit to the City of Harrisburg appropriate waivers of lien for itself and all Subcontractors and a signed affidavit, satisfactory to the City of Harrisburg, stating that so far as he/she has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full.
- On agreements for public works, furnish to the City of Harrisburg a completed wage certification as required by ORS 279, as amended.

Within fifteen (15) days of written notice from the Contractor that the work has been completed, the City Engineer shall conduct a final inspection of the work. If the work has been completed to the satisfaction of the City Engineer, he/she shall submit a certificate of acceptance of the completed

work, together with a final estimate of the amount due the Contractor under this Agreement, less any amount to be withheld by the City of Harrisburg to ensure guarantees.

The City of Harrisburg shall, within thirty (30) days, pay to the Contractor all monies due him/her under the conditions of the Agreement upon the following:

- The City of Harrisburg's acceptance of the City Engineer's final estimate.
- The City of Harrisburg's approval of the affidavit/affidavits of the release of any and all liens.
- The receipt of all required wage certifications
- Certification by Contractor that all suppliers and subcontractors have been paid.
- Inspection and approval by all or any concerned public works of the State, of any County, Municipality or political subdivision created by law, or Public Utility.

111.6.00 MATERIALS DELIVERED TO THE WORK SITE BUT NOT USED
Final payment will be made only for materials actually incorporated in the work. Upon acceptance of the work, all materials stored on the site, unless otherwise agreed upon in writing, shall revert to the Contractor.

111.7.00 ACCEPTANCE OF FINAL PAYMENT
The acceptance by the Contractor of the final payment shall release the City of Harrisburg and the City Engineer as agent of the City of Harrisburg from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the City of Harrisburg and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under these Contract Documents.

Section 420
Supplementary General Conditions

Section 00420
SUPPLEMENTARY GENERAL CONDITIONS
To The
GENERAL CONDITIONS OF THE CONTRACT

Contract No._____
PROJECT NAME _MOORE STREET REHABILITATION_____

For the above contract, the following supplements modify the General Conditions of the Contract Documents. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

SECTION 103-THE CITY ENGINEER

Add the following:

103.1.01 CONTRACT CITY ENGINEEER

The City Engineer for the purposes of this contract shall be:

Branch Engineering
310 5th Street
Springfield, OR 97447
ATTN: Damien Gilbert, P.E.
541-746-0637

Delete the following section in entirety:

103.7.00 LINES AND GRADES

And replace with the following:

103.7.00 LINES AND GRADES

Lines and Grades will be provided by the Engineer.

SECTION 105- OREGON LAW – CIVIL RIGHTS – WAGE LAWS

105.0.02 Oregon State Environmental Requirements

Add the following

Additionally, if contractor encounters cultural or archaeological materials during the course of work, work shall be immediately shut down until a professional archaeologist can be notified for

an inspection. The contractor shall notify the local tribes of ongoing work and immediately notify the tribes of any potential archaeological material.

105.05 BUREAU OF LABOR & INDUSTRIES (BOLI) & DAVIS BACON PREVAILING WAGE LAWS

Add the following:

These prevailing rates are available at http://www.oregon.gov/ODOT/HWY/SPECS/wages.shtml and is hereby included in the contract documents by reference. The wages applicable to this project are listed in the following document January 1, 2015 Prevailing Wage Rates for Public Works Contracts in Oregon.

SECTION 108-MATERIALS AND APPLIANCES

108.2.01 TESTING AND QUALITY CONTROL

Add the following:

Contractor shall provide all testing, quality control, and laboratory services in conformance with the Oregon Department of Transportation Manual of Field Test Procedures or as the Contract Documents may additionally require. Contractor shall send copies of all testing data, results, reports, field notes, etc. weekly to the Engineer. City may elect to perform supplementary testing at its discretion and Contractor must coordinate with these efforts. Contractor shall indicate in writing which tests were performed each week, the results, and what actions have been taken to correct out of specification materials, if discovered.

108.4.00 CONSTRUCTION STAKING

DELETE THIS SECTION IN ENTIRETY AND REPLACE WITH:

108.4.00 CONSTRUCTION STAKING

City will provide surveying services and construction staking.

108.4.01 THE SURVEYOR

The Engineer will be the Surveyor and is responsible for establishing proper grades, slopes, and elevations for the project.

108.4.02 CITY RESPONSIBILITIES

The City will:

- Lay out and set construction stakes and marks to establish the lines, grades, Slopes, Cross Sections, and curve super-elevations for roadwork;
- Provide one set of construction stakes for line and grade for each additional phase of the Work;
- Deduct from payments due the Contractor all costs incurred to replace stakes and marks negligently or intentionally damaged, removed, or destroyed by the Contractor.

108.4.03 Contractor Responsibilities

The Contractor shall:

• Inform the Surveyor of staking requirements at least five Calendar Days before the staking needs to begin;

• Coordinate construction to provide sufficient area for the Surveyor to perform Surveying work efficiently and safely;

• Accurately measure detailed dimensions, elevations, and Slopes from the Surveyor's stakes and marks;

• Perform the Work in such a manner as to preserve stakes and marks; and

• Set any reference lines for automatic control from the control stakes provided by the Surveyor

SECTION 109 CONTRACT LEGALITIES

Add the following:

Contractor shall be responsible for complying with all permits and applications already obtained and acquire any remaining permits necessary to perform Work. This includes obtaining permits and providing all required fees, bonds, insurance, or other items as may be reasonably be required by permitting agencies at no additional cost.

END OF SECTION

Section 500
STANDARD SPECIFICATIONS

SECTION 500

CITY OF HARRISBURG
STANDARD SPECIFICATIONS

The Standard Specifications applicable to work on this project and the performance thereof, are those titled "Oregon Standard Specifications for Construction, 2015 edition", in addition to the "Oregon Standard Drawings, 2015 edition", hereinafter called "Standard Specifications" except as the same may be modified, supplemented, or superseded by the Special Provisions herein. The standard specifications are available at http://www.oregon.gov/ODOT/HWY/SPECS/index.shtml

For sanitary sewer work of the project construction, if any, DEQ requires that in addition to the above specification, current DEQ Rules and Specifications will apply, and if a conflict is noted, the more stringent specification will apply. DEQ specifications are the Oregon Standard Specifications for Construction, 2015 edition.

Such Standard Specifications by this reference shall be deemed incorporated herein and made a part hereof as those fully set forth. All number references in the Special Specifications shall be understood to refer to the Section of the Standard Specifications bearing like numbers.

END OF SECTION

Section 600
SPECIAL SPECIFICATIONS

Section 600
Special Specifications

Moore Street Rehabilitation

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

Class of Work

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

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

The Contractor shall provide a traffic control plan (TCP). Submit the following, for approval, five calendar days before the preconstruction conference:

(a) Contractor TCP -

- Include the following:
- Proposed TCP showing all Traffic Control Measures (TCM) and quantities of all Traffic Control Devices (TCD).
- Proposed order and duration of the TCM.

- Contractor to obtain ODOT permits for TTC in ODOT/HWY 99E right of way with ODOT District 4 Office. Contact Carla Wahl 541-757-4211.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

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

Pay item (a) includes all erosion and sediment control materials necessary for the project or shown on the drawings. No additional payment will be made for any additional work, materials, etc. necessary to construct or maintain erosion control facilities specified or necessary to meet the conditions of permits, laws, or regulations. Erosion control lump sum pay item shall cover all necessary work to maintain adequate erosion control for the duration of the work.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(a) General - ADD the following:

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

SECTION 00330 - EARTHWORK

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

00330.41 (a) General - ADD the following:

(13) Subgrade Inspection - All pavement area subgrades shall be inspected by Engineer prior to placement of subbase. Any identified areas of unsuitable materials or soft soil will require additional excavation and replacement with imported granular materials as directed by Engineer as complied with Section 00331.

(14) Proof-Roll - Proof-roll subgrade below pavement areas with a loaded 10 cubic yard pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

(15) Damaged Subgrade - Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activates, as directed by Engineer, without additional compensation.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.91 Payment- ADD the following section:

The accepted quantities of subgrade stabilization will be paid for at the Contract unit price, per cubic yard for the item Subgrade Stabilization as determined by field measurements verified in the field by the engineer or designated representative. Areas of Subgrade Stabilization will be measured and volumes calculated based on the depth of excavation to suitable subgrade as directed by the engineer

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.00 Scope- ADD the following:

This item includes manholes and covers for all utilities including power and communications. Coordinate any work with affected utility and comply with utility's request and standards.

00490.48 Adjusting Boxes, Cleanout Lids and Similar Structures- ADD the following:

Raise or lower boxes, lids and similar structures including gas, water, Pacific Power, Comcast, and Century Link boxes and/or vaults.

00490.90 Payment ADD the following:

All necessary work to adjust manhole rims and replace manhole covers will be incidental to this bid item. Work installing or replacing manhole covers, grade rings, and or manhole sections shall be incidental to these pay items.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.90 Payment- ADD the following:

Construction of weepholes, drain piping, and other drainage structures shall be incidental to these items. All work required by the plans or specifications not otherwise covered by a bid item shall be incidental to these pay items.

SECTION 00960 – COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.00 Scope- ADD the following:

Comply with Pacific Power's 2016 Electric Service Requirements Manual. Provide joint trench for Comcast and Century Link. Contact and coordinate with Tom Henerty 541-434-7690 (541-228-1884) with Comcast and Chris Silva 541-484-8887 with Century Link.

00960.02 Equipment List and Drawings- ADD the following:

Contractor to furnish and install Oldcastle precast transformer vault 4x6, Single Phase 25-167 KVATransformer Padvault, Oldcastle Stock Item 7992977 and Oldcastle precast 644-B-PCORP Base.

Contractor to furnish and install conduit size as shown on the plans and secondary vaults supplied by Pacific Power and Light. Contact and coordinate with Scott Seaton 541-967-6179. Refer to Pacific Power and Light Moore Street Layout drawing in Section 900 Construction Drawings of this Project Manual.

Comcast to furnish conduit and sweeps to be installed by Contractor on this project and Comcast to furnish and install vaults for Comcast facilities. Contact and coordinate with Tom Henerty 541-434-7690 (541-228-1884) with Comcast. Refer to Comcast Conduit Plan for Moore Street layout drawing in Section 900 Construction Drawings of this Project Manual.

Century Link to furnish and install conduit and vaults for Century Link facilities in joint trench. Contact and coordinate with Chris Silva 541-484-8887 with Century Link. Refer to Century Link Schematic Plans for Moore Street in Section 900 Construction Drawings of this Project Manual.

SECTION 00962 – METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

00962.05 (c) Illumination Supports - Replace this subsection, except for the subsection number and title, with the following:

Contractor to furnish and install precast foundation for light pole (Oldcastle Precast 5CL-LB with 11" diameter bolt circle and 1" diameter by 36" long anchor rods).

SECTION 00970 – HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.00 Scope- ADD the following:

Comply with Pacific Power's 2016 Electric Service Requirements Manual.

00970.02 Equipment List and Drawings- ADD the following:

Contractor to furnish and install conduit size as shown on the plans. Contractor to install junction boxes provided by Pacific Power and Light. Contact Scott Seaton 541-967-6179.

Section 800
PERMIT INFORMATION

See attached Pending ODOT permit for work within ODOT Right of way.

Oregon Department of Transportation

APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS : | KEY#

GENERAL LOCATION

HIGHWAY NAME AND ROUTE NUMBER: OR-99E / 58 / Albany-Junction City

HIGHWAY NUMBER: 058

COUNTY: Linn

BETWEEN OR NEAR LANDMARKS: at Moore Street

HWY. REFERENCE MAP: 7-B-13-20

DESIGNATED FREEWAY: [X] YES [ ] NO

IN U.S. FOREST: [ ] YES [X] NO

PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)

[ ] POLE LINE — TYPE — MIN. VERT. CLEARANCE

[ ] BURIED CABLE — TYPE

[ ] PIPE LINE — TYPE

[ ] NON-COMMERCIAL SIGN — FEE AMOUNT

[X] MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW

APPLICANT NAME AND ADDRESS

City of Harrisburg
120 Smith Street
Harrisburg, OR 97446

FOR ODOT USE ONLY

BOND REQUIRED [ ] YES [ ] NO — REFERENCE: OAR 734-55 035(2) — AMOUNT OF BOND

INSURANCE REQUIRED [ ] YES [ ] NO — REFERENCE: OAR 734-55 035(1) — SPECIFIED COMP. DATE

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO MILE POINT	ENGINEERS STATION	TO ENGINEERS STATION	SIDE OF HWY OR ANGLE OFCROSSING	DISTANCE FROM CENTER OF PVMT	DISTANCE FROM R/W LINE	BURIED CABLE OR PIPE DEPTH/VERT.	BURIED CABLE OR PIPE SIZE AND KIND	SPAN LENGTH
28.63	28.65	1381+07.4	1381+80.6	west	16.8'	12'-13'	36"	PVC for electrical and Comm	

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

Curb and gutter, sidewalk ramps, and conduit for communications and Electrical power to pole at SW corner of Moore Street

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

TRAFFIC CONTROL REQUIRED

- [X] YES [OAR 734-55-025(6)] [ ] NO

- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED?

- [X] YES [OAR 734-55-100(2] [ ] NO (OAR 734-55-100(1)

- **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: _____ OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: _____ SPECIFY TIME AND DATE IN THE SPACE BELOW.**
- A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.**
  CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS - ODOT USE ONLY

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE		TITLE	DATE
X			
APPLICANT SIGNATURE	APPLICATION DATE	TITLE	TELEPHONE NO.
X			
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		DISTRICT MANAGER OR REPRESENTATIVE X	APPROVAL DATE

734-3457(2-06)

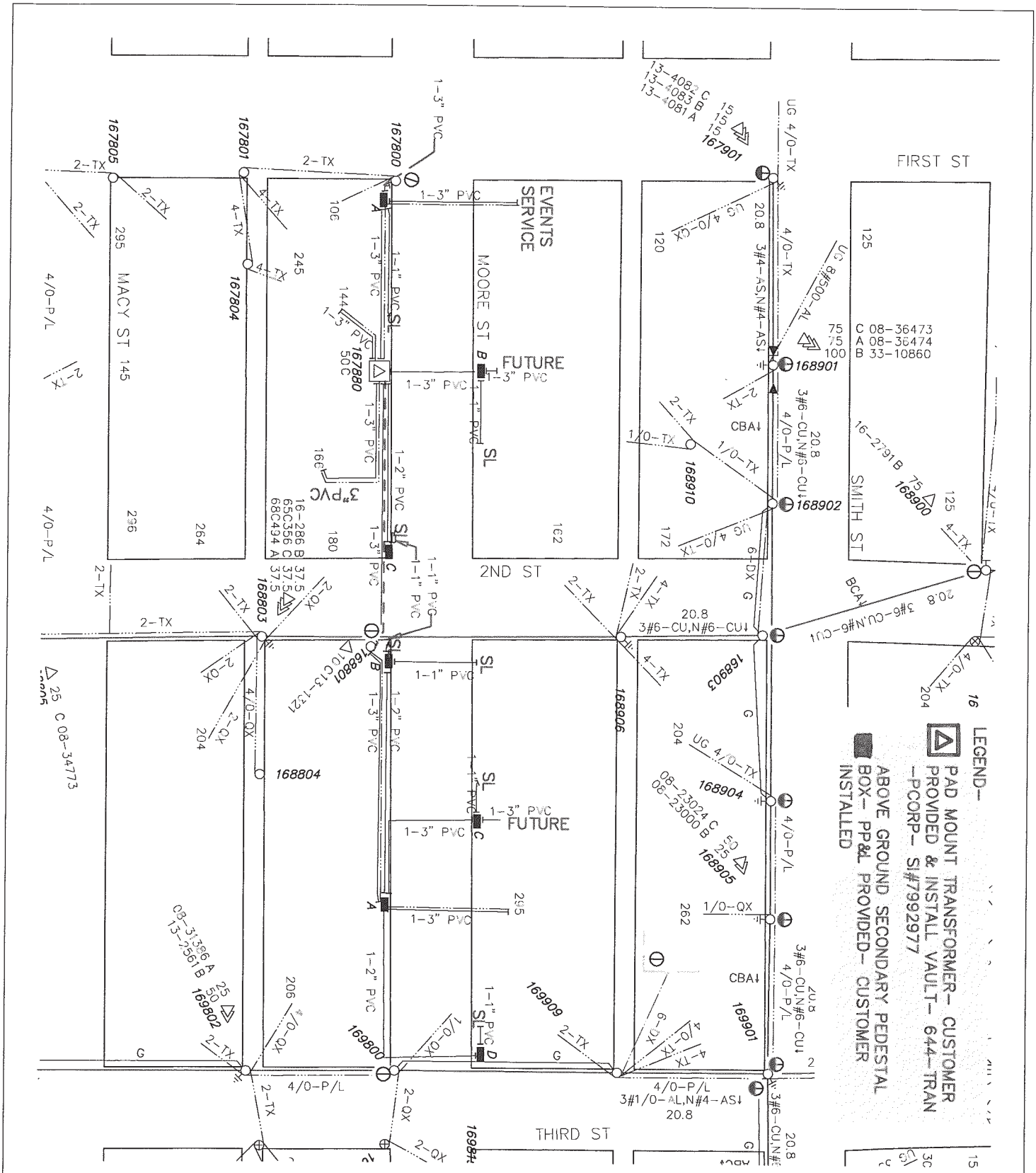
Reset Form | Print Form

MILE POINT	TO	MILE POINT	ENGINEERS STATION	TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OFCROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
							CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	

Section 900
CONSTRUCTION DRAWINGS

Pacific Power and Light For Moore Street Layout
Comcast Conduit Plan For Moore Street Layout
Century Link Schematic Plans

DRAWINGS DATED June 10, 2016
<u>Attached Separately</u>
C1 – Cover Sheet
C2 – Typical Sections And Details
C3 – Existing Conditions and Demolition Plan
C4 – Street Improvements STA 0+00 To STA 4+50
C5 – Street Improvements STA 4+50 To STA 6+00
C6 – Water Plan & Profile
C7 – ADA Ramp Details
C8 – Electrical Street Lighting, Signing And Striping Plan



Foreman	Emp #	Job Start Date	PACIFICORP A BERKSHIRE HATHAWAY ENERGY COMPANY
CC# 11266	WO# / REQ# 006132302	Map String 01315004.0	Job Comp Date

CUSTOMER : CITY OF HARRISBURG
ADDRESS : MOORE ST- BTW 1ST & 3RD
HARRISBURG OREGON

Circuit 4M400

Post Jobs ☐
RQII ☐
Posted ☐

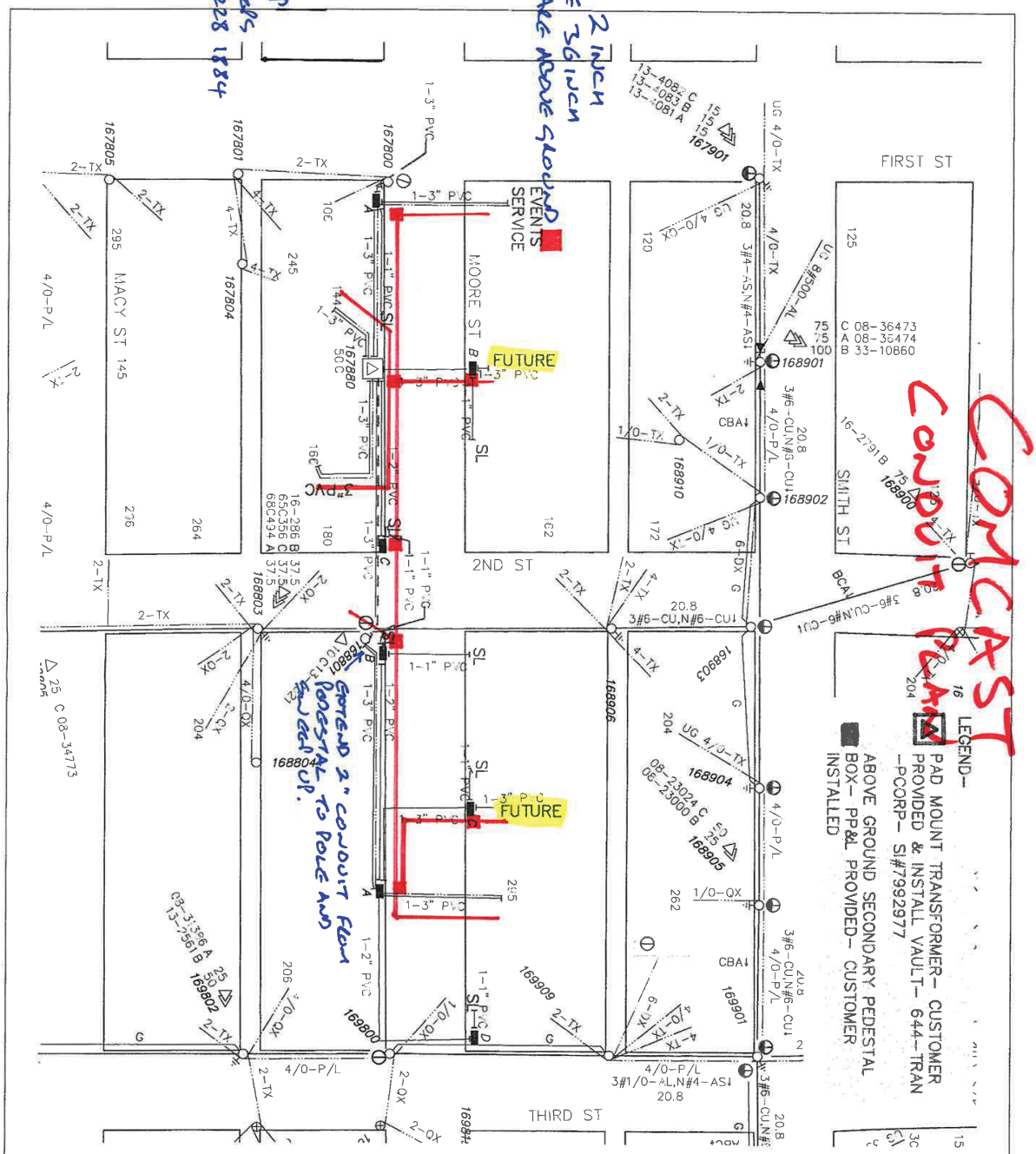
1 OF 1

EST ID#	Print Date	Scale
75003	06/03/16	1=100'

PACIFIC POWER TO PROVIDE SECONDARY BOXES AND HAND HOLES.
CONTACT SCOTT SEATON @ (541) 967-6179

ALL CONDUIT IS 2 INCH
ALL SWEEPS ARE 36 INCH
ALL PEDESTALS ARE ABOVE GROUND

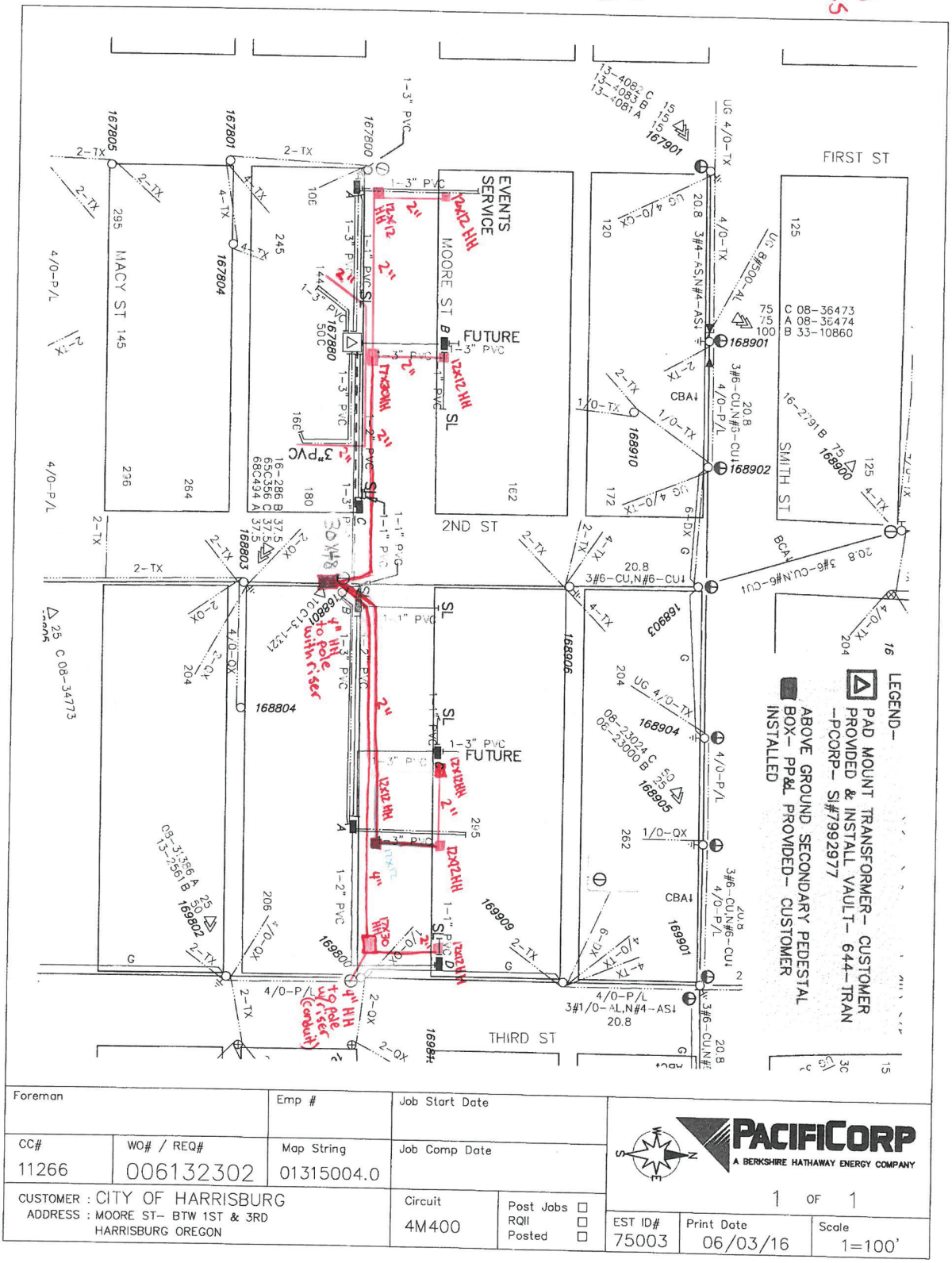
CONTRACTOR CAN ARRANGE TO PICK UP CONDUIT AND SWEEPS BY CALLING 541 228 1884



Foreman		Emp #	Job Start Date	PACIFICORP A BERKSHIRE HATHAWAY ENERGY COMPANY
CC# 11266	WO# / REQ# 006132302	Map String 01315004.0	Job Comp Date	1 OF 1
CUSTOMER : CITY OF HARRISBURG ADDRESS : MOORE ST- BTW 1ST & 3RD HARRISBURG OREGON		Circuit 4M400	Post Jobs ☐ RQII ☐ Posted ☐	EST ID# 75003 / Print Date 06/03/16 / Scale 1=100'

COMCAST CONDUIT PLAN CONTACT: TOM HENERTY @ 541-221-1884
COMCAST TO PROVIDE ALL CONDUIT FOR COMCAST FACILITIES.
COMCAST TO FURNISH AND INSTALL 14" X 18" FLUSH MOUNTED VAULTS

CTL Conduit Plan.
4" conduits from Hand Holes to Poles
2" conduits on west side of 2nd
4" conduit E/W running in order to relocate aerial to ug
Preferred 30x48 HH IVO SE corner of 2nd and Moore in order to make splices
Serving terminal would be placed in 30x48 HH, and 2" conduit would provide drop path



CENTURY LINK SCHEMATIC PLANS.
CENTURY LINK TO FURNISH AND INSTALL CENTURY LINK VAULTS AND CENTURY LINK CONDUIT IN JOINT TRENCH CONSTRUCTED WITH THIS PROJECT. CONTACT: CHRIS SILVA @ 541-484-8887