



**PROJECT MANUAL:
BID REQUEST / BID DOCUMENTS**

***Safe Routes to School: Monroe Grade School
Orchard & 6th Street
May 14th, 2021***

Specifications & Proposal Package

**City of Monroe
664 Commercial Street
Monroe, Oregon 97456**

Bid Opening: June 9th, 2021, 2:00 p.m.

PROJECT MANUAL

FOR

CITY OF MONROE, OR

SAFE ROUTES TO SCHOOL: MONROE GRADE SCHOOL ORCHARD & 6TH STREET



EXPIRES: 12/31/22

RETURN BY:

2:00 PM, JUNE 9th, 2021

TO

CITY ENGINEER – BRANCH ENGINEERING, INC.
310 5th STREET
SPRINGFIELD, OREGON 97477

CITY OF MONROE, OREGON

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SECTION 010

CITY OF MONROE INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN THAT Sealed bids for **Safe Routes to School: Monroe Grade School, Orchard & 6th Street**, City of Monroe, Oregon, shall be addressed to the City Engineer, Damien Gilbert, PE, 310 5th Street, Springfield, Oregon 97477 and will be received at Branch Engineering, Inc., 310 5th Street, Springfield, Oregon 97477. Acceptance of bids will be officially closed at **2:00 pm** Pacific Time, **June 9th, 2021**, and immediately thereafter the bids will be publicly opened and read at Branch Engineering. The bid proposal shall be submitted under sealed cover and marked with the Contractor's name and project name.

The project is funded by the Safe Routes to School (SRTS) Competitive Infrastructure Program to help create a safe passage from Orchard & 6th Street intersection to Monroe Grade School in the City of Monroe, Benton County, Oregon. The project involves construction of American Disabilities Act (ADA) ramps on the east side of Orchard & 6th Street intersection, new multiuse pathway from Orchard & 6th Street to the south along 6th Street to at Monroe Grade School on Dragon Drive. The improvements include construction of the roadway for a multiuse path including the base rock and asphalt surfacing, new concrete ADA ramps, concrete curbs and gutter, concrete driveways, and Rectangular Rapid Flashing Beacon. The work involves saw cutting, excavation, removal, compaction and construction of: roadbed and asphalt paving, concrete ADA ramps, concrete curbs and gutter, and concrete driveways. The Engineer's estimate for this Project is approximately \$125,000 to \$140,000.

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 Monroe's website <https://ci.monroe.or.us/> where they can be viewed and printed. Contractors may obtain a paper copy of the Project Manual, including full size Plans, with two business days' notice starting after **May 18th, 2021**, for a non-refundable fee of \$40.00 at Branch Engineering, Inc., 310 Fifth Street, Springfield, Oregon, 97477. Any Addenda will also be posted on the city's website <https://ci.monroe.or.us/>. 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.

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 Julie Leland, PE, at juliel@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 Monroe unless the bidder is Licensed, Registered, and in good standing 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.** Contractor must also be licensed under ORS 468A.720 in regard to asbestos abatement.

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 Monroe unless the bid is signed on the City of Monroe 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 Branch Engineering, Inc., 310 5th Street, Springfield, Oregon 97477, to the attention of City Engineer, Damien Gilbert, PE. 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 from a bidder in legal standing, and must be made within five (5) days of the posted award date in accordance with City Rule 137-049-0450.

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 Monroe if it is in the public interest to do so in accordance to **ORS 279C.395**.

Published
Date: May 14th, 2021
By Steve Martinenko, Interim City Administrator

END OF SECTION

SECTION 020
SAFE ROUTES TO SCHOOL: MONROE GRADE SCHOOL – ORCHARD & 6TH STREET
SCOPE OF WORK

Requirements of Project:

The project is funded by the Safe Routes to School (SRTS) Competitive Infrastructure Program to help create a safe passage from Orchard & 6th Street intersection to Monroe Grade School in the City of Monroe, Benton County, Oregon. The project involves construction of American Disabilities Act (ADA) ramps on the east side of Orchard & 6th Street intersection, new multiuse pathway from Orchard & 6th Street to the south along 6th Street to at Monroe Grade School on Dragon Drive. The improvements include construction of the roadway for a multiuse path including the base rock and asphalt surfacing, new concrete ADA ramps, concrete curbs and gutter, concrete driveways, and Rectangular Rapid Flashing Beacon. The work involves saw cutting, excavation, removal, compaction and construction of: roadbed and asphalt paving, concrete ADA ramps, concrete curbs and gutter, and concrete driveways. The Engineer's estimate for this Project is approximately \$125,000 to \$140,000.

Location of Project:

The project is located along 6th Street from the intersection of Orchard Street and 6th Street to Dragon Drive in the city of Monroe, Benton County, Oregon.

Purpose of Project:

The purpose of the project is to improve pedestrian crossing at Orchard and 6th Street and to create a safer route to Monroe Grade School.

Project Engineer:

All questions should be directed to:

Julie Leland, PE, Branch Engineering 541-746-0637
juliel@branchengineering.com

City Schedule:

Bids Closed / Opened & Read:	2:00 PM, JUNE 9, 2021
310 5TH STREET, SPRINGFIELD, OREGON 97477	
Projected Award Date:	JUNE 17, 2021
Projected Start Date:	JUNE 28, 2021
Substantial Completion Date:	SEPTEMBER 7, 2021
Final Completion Date:	OCTOBER 29, 2021

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 Monroe, 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.
- Bid Bond – A signed, sealed and dated Bid Bond in the amount of no less than 5% of the total bid price.
- 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.

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 City Rule 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.
- Contractor agrees to be bound by and will comply with the provisions ORS 279.C838, 279C.840 or 40 U.S.C. 3141 to 3148.

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 Monroe 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 City Public Contracting Rules. 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 MONROE 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
- **BID BOND** – A SIGNED, SEALED AND DATED BID BOND IN THE AMOUNT OF NO LESS THAN 5% OF THE TOTAL BID PRICE
- **PAYMENT BOND** – FOR REFERENCE
- **PERFORMANCE BOND** – FOR REFERENCE
- **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 Monroe: Safe Routes to School: Monroe Grade School – Orchard & 6th Street

ITEM No. / ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1 210	Mobilization, Bonds, and Insurance	1	Lump Sum	\$	\$
2 225	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	\$	\$
3 280	Erosion Control	1	Lump Sum	\$	\$
4 305	Site Layout, Complete	1	Lump Sum	\$	\$
5 310	Removal of Bollards	1	Each	\$	\$
6 310	Removal of Catch Basins	1	Each	\$	\$
7 310	Saw Cutting	334	Lineal Feet	\$	\$
8 330	General Excavation	350	Cu Yd	\$	\$
9 350	Subgrade Geotextile	1090	Sq Yd	\$	\$
10 390	Loose Riprap, Class 200	5	Cu Yd	\$	\$
11 470	Concrete Inlet, G-2MA	1	Each	\$	\$
12 490	Adjusting Boxes	1	Each	\$	\$
13 495	4-Inch HMAC Trench Resurfacing - 2 Lifts	63	Sq Yd	\$	\$
14 641	Aggregate Base - 1-1/2" Minus Quarry Rock	540	Ton	\$	\$
15 745	Level 2, 1/2" Dense HMAC	105	Ton	\$	\$
16 759	Concrete Driveways, 8-Inch Thick	763	Sq Ft	\$	\$
17 759	Concrete Walks, 4-Inch Thick	390	Sq Ft	\$	\$
18 759	Concrete Curb & Gutter	111	Lineal Feet	\$	\$

Schedule of Bid Items
220-2

19 759	6-Inch Wide Variable Height Concrete Retaining Curb	16	Lineal Feet	\$	\$
20 759	Curb Cut Spillway - Complete	1	Each	\$	\$
21 759	Truncated Dome on New Surfaces	60	Sq Ft	\$	\$
22 850	Pavement Striping	1	Lump Sum	\$	\$
23 851	Striping Removal	1	Lump Sum	\$	\$
24 905	Remove Existing Signs, Post, and Foundation	1	Lump Sum	\$	\$
25 990	Rectangular Flashing Beacon (RRFB) Assembly - Complete	1	Lump Sum	\$	\$
Bid Total				\$	

ITEM NO.	ITEM DESCRIPTION
1 210	Mobilization, Bonds, And Insurance
2 225	Temporary Work Zone Traffic Control, Complete
3 280	Erosion Control
4 310	Removal Of Curbs
5 310	Removal Of Walks And Driveways
6 310	Removal Of Surfacing
7 310	Removal Of Inlets
8 310	Removal Of Water Meters And Valve Boxes
9 310	Removal Of Irrigation System
10 310	Saw Cutting
11 320	Clearing And Grubbing
12	General Excavation

330	
13 330	Over Excavation Directed By Engineer
14 350	Subgrade Geotextile
15 445	12 Inch Storm Sewer Pipe, 5 Ft Depth
16 470	Concrete Storm Sewer Manholes
17 470	Concrete Inlets, Type G-2
18 490	Adjusting Boxes
19 490	Connection To Existing Structures
20 490	Adjusting Inlets
21 490	Minor Adjustment Of Existing Manholes
22 490	Remove And Reconnect Roof Drains

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 Monroe' 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 _____
(Signature of Authorized Official)

Date _____

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 must be made by Written Notice within Five (5) Days of the Posted Award Date in accordance with City Rule 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 Monroe, Oregon, as obligee, 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_____. _____

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Principal Place of Business):

SURETY (Name and Address of

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature
Print Name: _____
Title: _____

By: _____
Signature (Attach Power of Attorney)
Print Name: _____
Title: _____

ATTEST: _____ ATTEST: _____
Signature Signature

Title Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to

include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker;

Owner's Representative (Engineer or other):

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

_____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

City of Monroe
P.O. Box 486
Monroe, OR 97456

hereinafter called "OWNER", in the total amount of _____
(insert here a sum
_____ Dollars (\$ _____) for the
equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract with the
OWNER, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof and is hereinafter referred to as the Contract. Said Contract is
for:

NOW, THEREFORE:

CITY OF MONROE

Safe Routes to School: Monroe Grade School – Orchard & 6th Street

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the Contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

- a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;
- b) Complete the Contract in accordance with its terms and conditions, or
- c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By: _____

(Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

(Witness to SURETY)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

SECTION 240 - ADDENDA CERTIFICATIONS/ MISTAKES IN BIDS

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:

- Return the number of signed bids or the number of other documents required by the bid documents;
- Sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- 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 Monroe 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 Monroe, 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 Monroe, 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 _____
(Authorized Official)

DATE _____

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 statutes, 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 Monroe 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 Monroe policy of non-discrimination.

Contractor _____
(Authorized Official)

Date _____

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.

SAFE ROUTES TO SCHOOL: MONROE GRADE SCHOOL – ORCHARD & 6TH STREET

Bid Closing Date: _____ Time (PM): _____

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 MONROE 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 is a resident bidder, as defined in ORS 279A.120 (check one): YES _____ NO _____

CONTRACTOR _____ DATE _____

Section 300
SAMPLE CONTRACT

TERMS & CONDITIONS APPLICABLE TO THIS PROJECT

Section 310- Sample Contract

CITY OF MONROE PUBLIC IMPROVEMENT AGREEMENT

PROJECT: Safe Routes to School: Monroe Grade School - Orchard & 6th Street

THIS AGREEMENT is made this _____ day of _____, 2021, by and between the City of Monroe, hereinafter called Owner, and _____, hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

1. **Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Safe Routes to School Project (Project).
2. **Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The Work will commence within ten (10) calendar days after the date of the Notice to Proceed. Contractor shall achieve substantial completion of the Work by September 7, 2021 and final completion of the Work by October 29, 2021, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
4. **Contract Price.** Owner shall pay Contractor for performance of the Work in accordance with the documents the sum of \$_____ as shown in Contractor's bid.
5. **Liquidated Damages.** Owner and Contractor acknowledge and agree that if the Work is not completed by the contract time, the amount of Owner's actual loss of use damages will be difficult and impractical, or impossible to determine. Accordingly, the parties agree that if the Project is not completed by the agreed upon date, as adjusted pursuant to the contract documents, the Contractor shall pay \$250 to Owner, as liquidated damages for the loss of use of the Project. The parties further acknowledge and agree that the daily sum for liquidated damages to be paid, as set forth above, is reasonable and that the payment of such liquidated damages is not intended to nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.
6. **Progress Payments.** Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of bid items provided for in Section 19 of the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the Work. Approved partial payment estimates shall be reviewed and approved at the next regularly scheduled Council meeting.

7. Contract Documents. The term “contract documents” means and includes the following:

- (a) Invitation to Bid;
- (b) Instructions to Bidders;
- (c) Bid;
- (d) Bid Bond;
- (e) Construction Agreement;
- (f) First-Tier Subcontractor Disclosure Form
- (g) Oregon Prevailing Wage Rates;
- (h) General Conditions;
- (i) Payment Bond;
- (j) Performance Bond;
- (k) Notice of Intent to Award;
- (l) Notice to Proceed;
- (m) Drawings and Specifications attached;
- (n) Change Orders;
- (o) Addenda; Number: _____ Dated: _____
- (p) Proof of Insurance

8. Contractor’s Representations. In order to induce Owner to enter into this agreement, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;
- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner’s representative is acceptable to the Contractor.

9. Miscellaneous.

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

THIS AGREEMENT is effective on the _____ day of _____, 20__.

OWNER:

CONTRACTOR:

By: _____

By: _____

Address for giving notices:

Address for giving notices:

ATTEST:

ATTEST:

Agent for Service of Process

License # _____

Section 400

GENERAL CONDITIONS

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GENERAL CONDITIONS

Section 1. Definitions. Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. **Bonds.** Bid, performance and payment bonds and other instruments of security.
4. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
5. **Contract Price.** The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. **Contract Time.** The number of calendar days stated in the contract documents for completion of the Work.
7. **Contractor.** The person, firm, or corporation with whom the Owner has executed the Agreement.
8. **Drawings.** The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. **Owner's Representative.** That person appointed by the City Council of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. **Field Order.** A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the contract price or an extension of the contract time.
11. **Substantial Completion.** The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.
12. **Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
13. **Supplier.** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.
14. **Work.** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.
15. **Written Notice.** Any notice to any party to the Agreement, or relative to any part of this Agreement, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Agreement, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. **Delivery of Bonds.** When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.
2. **Copies of Documents.** Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.
3. **Commencement of Contract Time.** The contract time will commence to run on the day indicated in the Notice to Proceed.
4. **Insurance.** Contractor shall maintain insurance acceptable to Owner in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by Owner. Owner reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to Owner prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by Owner. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of contractor connected with this contract.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

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

The following insurance will be carried:

Coverage	Limit
• General Aggregate	\$2,000,000
• Each Occurrence	\$1,000,000

(b) **Commercial Automobile Insurance.** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

(c) **Workers' Compensation Insurance.** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must

provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

(d) The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies Owner deems necessary shall include Owner, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

(e) Builder's All Risk Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction in the amount of the initial Contract Sum, less costs of clearing, preparation and excavation of the site under this Agreement, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor. The policy shall be endorsed to allow complete or partial occupancy by Owner before or after Substantial Completion without the insurer's approval.

5. Owner Insurance. The Owner shall be responsible for purchasing and maintaining its own liability insurance. Owner shall also purchase and maintain property insurance upon the Work at the site to the full insurable value thereof and shall include the interest of the Owner, Contractor and Subcontractors in the Work against the perils of fire and extended coverage. All other risk of loss at the Work site shall be borne by Contractor until acceptance of building by Owner.
6. Subrogation Waiver. Owner and Contractor waive all rights against each other, their agents and any Subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided for in this Section. The Contractor shall require similar written waivers from each Subcontractor and each such waiver shall be in favor of all other parties enumerated in this paragraph.

Section 3. Contract Documents.

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, as provided in this Agreement.
2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.
3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental

authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.

4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

Section 4. Materials, Service and Facilities.

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.
4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.
5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by Contractor and any Subcontractor and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses, including SDC or other governmental fees, licenses, and inspections required for construction shall be obtained at the expense of Contractor. Owner shall assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which

are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project.

Section 6. Survey, Permits and Regulations.

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

Section 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Section 9. Changes in Work.

Owner, at any time the need arises, may order changes in the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. Owner or its representative may also, at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Contract Price or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Owner.

Section 10. Changes in Contract Price.

The Contract Price may be changed only by a written, signed Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed 10% of the actual Work to cover the cost of general overhead profit.

Section 11. Limitation on Liquidated Damages.

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and
2. Any delays of Subcontractors occasioned by any of the causes specified above.

Section 12. Correction of Work.

1. Contractor shall promptly remove from the premises all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

Section 14. Suspension of Work, Termination Delay.

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.
2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.
3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

Section 15. Equal Opportunity.

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

Section 16. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the 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 thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, 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 the days per week that the employees may be required to Work.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
 - (a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
 - (b) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2021, Prevailing Wage Rates for Public Works Projects in Oregon, including any Amendments. Such publication can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents.

- (c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

- (d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - (e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.
15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.
- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
 - (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor

may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to City Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service

- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration
- Homeland Security, Department of
 - Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court

CITY OF MONROE

Safe Routes to School: Monroe Grade School – Orchard & 6th Street

- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

27. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.
28. The following notice is applicable to Work involving excavation. "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."

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that the City of Sheridan and Yamhill County and their various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.
2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.

3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the contract documents.
4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.
5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Payment and Performance Bonds shall be in the form provided within the Invitation to Bid packet. Bid Bonds shall be in the standard form of the issuing company. If a standard form is not available, the AIA Form A-310 shall be acceptable for the Bid Bond.

Section 19. Payments to Contractor.

1. By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days of the next Board meeting after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the contract documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
4. Owner shall have the right to enter the premises for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.
5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
6. Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers harmless from all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the contract documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.
7. If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Cleanup.

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.
2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.

3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

Section 21. Use of Light, Power and Water.

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the Work is improved. Contractor shall install, maintain and remove temporary lines upon completion of Work. Contractor shall obtain all permits and bear all costs for connection with temporary services and facilities at no expense to Owner.

Section 22. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Yamhill County, Oregon, rather than through the court process.
2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the City Council and the Council at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the City Council's decision denying the claim shall result in the City Council's decision being binding upon Owner and Contractor.
3. Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30 day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Section 23. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

END OF SECTION

Section 420

Supplementary General Conditions

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

Contract No. _____

PROJECT NAME SAFE ROUTES TO SCHOOL: MONROE GRADE SCHOOL – ORCHARD & 6TH STREET

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.

Delete the following sections in entirety:

SECTION 6 - Survey, Permits and Regulations

And replace with the following:

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.

SECTION 18 - Bond Forms

Add the following:

Add Benton County to both the Performance Bond and Payment Bond along with the City of Monroe.

END OF SECTION

Section 500

STANDARD SPECIFICATIONS

SECTION 500

CITY OF MONROE STANDARD SPECIFICATIONS

The Standard Specifications applicable to work on this project and the performance thereof, are those titled "Oregon Standard Specifications for Construction, 2021 edition", in addition to the "Oregon Standard Drawings, 2021 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

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf

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, 2021 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**

Safe Routes to School: Monroe Grade School – Orchard & 6th Street

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 shall erect and maintain barricades, warning signs, traffic cones per city, county, and state requirements in accordance with the MUTCD (Including Oregon Amendments). Contractor shall coordinate with property owners and/or residents regarding access during construction. All traffic control measures shall be approved and in place prior to any construction activity. Prior to any work in the existing public right-of-way, contractor shall submit final Traffic Control Plan to the City.

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.

Surfacing to be removed includes asphalt and gutter where shown on the plans.

All existing AC or PCC pavement shall be sawcut prior to repaving.

00310.80 Measurement - Add the following to the end of the length and area bullet:

Saw cutting of existing surfaces, which include AC and concrete surfaces, will be measured as the length of the actual cut in linear feet.

00310.92 Separate Item Basis - Add the following pay item to the pay item list:

(i) Saw Cutting Foot

Add the following paragraph to the end of this subsection:

Item (i) applies to saw cutting existing surfaces where shown.

SECTION 00495 – Trench Resurfacing

Comply with Section 00495 of the Standard Specifications modified as follows:

00490.00 Scope- ADD the following:

Including replacement of pavement around ADA ramps.

00495.90 Payment ADD the following:

Pavement replacement around ADA ramps and driveway approaches, per Pavement Repair Detail on Sheet C1 of the plans, will be paid under *4-Inche HMAC Trench Resurfacing – 2 Lifts Bid Item*. Pavement repair will be paid by the square yard for two – 2” lifts of compacted HMAC

(4" total). Pavement Repair to match existing AC thickness, if greater than 4", an equivalent square yardage for the additional HMAC over 4" will be added to the bid quantity per the Engineer's direction. Compacted Aggregate Base rock under pavement repairs at ADA ramps and driveway approaches will be incidental to bid item.

SECTION 00641 – Aggregate Subbase, Base, And Shoulders

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.90 Payment- ADD the following:

The aggregate base rock for subgrade under new paving will be paid per unit pricing under Aggregate Base – 1-1/2" Minus Quarry Rock.

The shoulder rock along either side of the multi-use path, per Typical Section, sheet C1 of the plan set shall be paid per unit pricing under Aggregate Base – 1-1/2" Minus Quarry Rock.

SECTION 00759 – Miscellaneous Portland Cement Concrete Structures

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

00759.00 Scope- ADD the following:

Concrete curb and gutter constructed with this project shall be monolithic.

00759.90 Payment- ADD the following:

Concrete curb and gutter in front of ramps will not be included in the area calculation of the driveways and curb ramps but will be paid per unit cost for the Concrete Curb and Gutter bid item.

All work and materials necessary to dowel existing concrete curb and gutter to new concrete curb and gutter is incidental to the Concrete Curb and Gutter bid item.

SECTION 00759 – Miscellaneous Portland Cement Concrete Structures

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

00759.90 Payment - ADD the following section:

(o) Curb Cut Spillway - Complete Each

Item (o) includes all work necessary to construct Curb Cut Spillway and associated outfall protection per detail 1, sheet C10 of the plans.

SECTION 00850 – Common Provisions for Pavement Markings

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

ADD the following section:

00850.90 Payment- ADD the following section:

All pavement markings will be measured on a lump sum basis including all continental crosswalk bars, stop bars, 4- inch white lines, and any striping necessary to match existing striping that is removed or damaged during construction.

SECTION 00851 – Pavement Marking Removal

Comply with Section 00851 of the Standard Specifications modified as follows:

00851.40 Payment ADD the following and the pay item to the pay item list:

(d) Pavement Marking Removal.....Lump Sum

SECTION 00990 – Traffic Signals

Comply with Section 00990 of the Standard Specifications modified as follows:

990.90 Payment- ADD the following:

(h) Rectangular Rapid Flashing Beacon (RRFB) System Complete ... Lump Sum

Item (h) includes furnishing and installing all items for of the RRFB including vehicle pedestal foundations, cabinets, cabinet mounts, batteries, charge controllers, flashing units, solar panels, radio network controllers, push button assemblies, signage, and necessary items for complete system. RRFB items shall be listed in ODOT Green Sheets for signal controller and related equipment submittals.

Section 800

PERMIT INFORMATION

DOCUMENTATION CHECKLIST

- 1. Permit Application (Work in the Right of Way, Approach and/or Utility)**
- 2. Approved drawings or schematics with project location**
- 3. Contractor's proof of insurance (COI), CCB# with proof of good standing in Oregon**
- 4. Estimate for Work to be performed in Benton County right of way**
- 5. Permit Fees - 4.0% of estimate provided in 4) to be paid to the County prior to permit issuance – County will waive fee for SRTS: Monroe Grade School – Orchard & 6th Street Project**
- 6. If a Performance Bond Included with overall Project Bond/Security, Benton County must be named harmless.**
- 7. List of materials suppliers**
- 8. Certification that trench backfill and/or base material rock source meets or exceeds ODOT Standards (if applicable)**
- 9. Traffic Control Plan (TCP)**
- 10. 24-hour contact information and names of on-site supervisors**
- 11. Project schedule**
- 12. Pre-construction meeting**
- 13. 48 Hour notification to County prior to commencement of work in the County right of way**



Benton County Public Works
360 SW Avery Avenue, Corvallis OR 97333
Telephone (541) 766-6821 Fax (541) 766-6891

APPLICATION AND PERMIT TO PERFORM WORK ON THE COUNTY RIGHT OF WAY

OWNER'S NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ E-MAIL _____

CONTRACTOR'S NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ E-MAIL _____

START DATE _____ EXPECTED COMPLETION DATE _____

OFFICE USE ONLY

PERMIT NO. _____

ROAD NO. _____

ROAD NAME: _____

MILEPOST: _____ TO _____

T _____ R _____ SEC. _____

FEE: _____

I HEREBY DECLARE THAT I AM AUTHORIZED TO APPLY FOR THIS PERMIT AND MAKE APPLICATION FOR A PERMIT TO PERFORM THE FOLLOWING DESCRIBED WORK: _____

DATE _____ APPLICANT _____

GENERAL PROVISIONS

1. No facility shall be constructed on the public right of way until a signed copy of this permit is returned to the applicant.
2. **Contractors will notify Benton County forty-eight (48) hours before start of construction.**
3. Applicant/Contractor shall be responsible for all utility line locates (1-800-332-2344).
4. Traffic Flagging shall be performed by Certified Flaggers in accordance with the traffic control plan.
5. Where standard warnings are required, such signs shall be furnished, placed and maintained by the applicant and shall be placed in accordance with the ODOT Manual on Short-Term Traffic Control and the Manual on Uniform Traffic Control Devices (MUTCD) (most recent editions).
6. The applicant shall comply with all local, state and federal laws, including but not limited to, the Federal and State Endangered Species Acts, and shall be responsible for obtaining any required approvals from federal and/or state regulatory agencies.
7. **Work not completed to the satisfaction of the Public Works Department shall be corrected by the permit holder within thirty (30) days of notification by County, or it shall be corrected by County forces at the permit holder's expense.**
8. The County reserves the right to require the removal or replacement of any facility, appurtenance, repair, or restoration if the County determines it is in the best interest of the County or the traveling public.
9. The applicant shall be responsible and liable for all accidents, damage or injury to any person or property resulting from the construction, maintenance repair, operation or use of said facility covered under this Permit.
10. The applicant shall indemnify and hold harmless the members, officers, employees and agents of Benton County from any claim that might arise from the granting of this permit and from any operation covered under this permit.
11. In the work performed under this permit, the applicant agrees that there shall be no interference with normal road maintenance.
12. If required, Contractors will have a set of drawings stamped and approved by Benton County prior to start of construction and a signed copy of the drawings and permit at the job site at all times.
13. When the roadway is to be excavated, the pavement shall be cut with neat, straight lines.
14. Backfill/base rock shall be compacted in 6" lifts with vibratory compaction 95% relative maximum density.
15. Backfill/base rock in the roadway section and shoulder area shall consist of 3/4"-0" material, 1"-0" material, or controlled density fill (maximum 500 psi), all trench backfill material shall meet requirements of the Oregon Standard Specs for Construction (most recent edition). Trench restoration is to follow County Detail 201A or 201B.
16. Contractor shall call for inspection of backfill/base rock 24 hours prior to paving.
17. After backfill/base rock has been completed, and 95% compaction has been achieved, the pavement shall be restored per County Detail 201A or 201B.
18. This Permit shall be in effect for the duration indicated above. The Permit may be extended for 180 days beyond the expected completion date by submitting a written request for extension prior to expiration.
19. **Survey monuments disturbed, damaged or removed during construction must be replaced upon completion of construction at the Permittee's expense.**

PROVIDE BENTON COUNTY PUBLIC WORKS 48 HOURS ADVANCED NOTICE BEFORE START OF CONSTRUCTION

DATE: _____ PERMIT AUTHORIZED BY _____
FOR PUBLIC WORKS DEPARTMENT

Section 900 CONSTRUCTION DRAWINGS

DRAWINGS DATED MAY 10, 2021 - Attached Separately

C0 – Cover Sheet

C1 – Typical Section & General Construction Notes

C2 – Existing Conditions & Demolition Plan

C3 – Proposed Improvements STA. 11+00 – 14+40

C4 – Proposed Improvements STA. 14+40 – 18+60

C5 – Orchard & 6th Street - RRFB Improvements

C6 – Orchard & 6th Street - ADA Ramps

C7 – Details

C8 – Details

C9 – Details

C10 – Details