CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
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SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

SOUTH TRADE STREET WATER QUALITY FACILITY

October 2015

Project No. 1230

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AMITY, OREGON

SOUTH TRADE STREET WATER QUALITY FACILITY

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CERTIFICATION BY ENGINEER

AMITY, OREGON

SOUTH TRADE STREET WATER QUALITY FACILITY

I hereby certify that the Project Drawings and the Contract Documents were prepared by or under my direct supervision and that I am a duly registered Engineer under the laws of the State of Oregon.

REGISTERED PROFESSIONAL ENGINEER
78179PE
OREGON
MARCH 11, 2014
LEROY L. SLEMMER

10/7/15

EXPIRES: 6-30-16

Professional Engineer's
License No. OR 78179PE

Signed: _____

Date October 7, 2015

INVITATION TO BID
City of Amity, Oregon
South Trade Street Water Quality Facility

Sealed quotes for the **South Trade Street Water Quality Facility** will be received by the City of Amity, P.O. Box 159, 109 E Maddox Ave, Amity, Oregon 97101, until 2:00pm, October 20, 2015. Proposals shall be in a sealed envelope clearly marked **"City of Amity – South Trade Street Water Quality Facility"**, and shall be delivered to the City Hall front desk on or before the above bid date and time. **No faxed bids will be considered.**

The Work consists of constructing a water quality swale and energy dissipation manhole and associated work.

Solicitation documents may be obtained from the City of Amity web site at www.ci.amity.or.us under the "Bid Opportunities" section.

Bid Procedures and Conditions, Bid Forms, Drawings, Specifications, and other Documents, collectively referred to as Bid Documents may be examined at the following location: City of Amity, 109 E Maddox Ave., Amity, Oregon 97101 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

Attention of bidders is directed to the requirements as to conditions of employment to be observed, especially regarding minimum wage rates to be paid under the contract. BOLI Wage Rates are not anticipated to be required for work completed as part of this project.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029. In determining the lowest responsible bidder, the City of Amity will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.

Each proposal must be submitted on the prescribed form and accompanied by a bid bond payable to the City of Amity, in an amount not less than ten percent (10%) of the bid amount.

The successful Bidder will be required to furnish separate Performance and Payment Bonds of one hundred percent (100%) submitted on the prescribed forms for faithful performance of the Contract in the full amount of the Contract price. The Surety issuing the bond must have an attorney-in-fact or a principal doing business in the State of Oregon. This information must be included on the bond statement.

The City of Amity reserves the right to reject any or all proposals for good cause, or any or all bids upon a finding of the Owner that it is in the public interest to do so, to postpone the award of the Contract for a period not to exceed forty-five (45) days, and to accept that proposal which is in the best interests of the City of Amity.

For information regarding this project contact City of Amity, Larry Layton, City Administrator, (503) 835-3711, PO Box 159, 109 Maddox Ave, Amity, OR 97101, llayton@ci.amity.or.us.

Dated this 8th day of October, 2015

AMITY, OREGON
Larry Layton
City Administrator

Publication Date

City of Amity Web Site October 9, 2015

INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

A. **Project Name:** South Trade Street Water Quality Facility

B. **Project Location:** Amity, Oregon

C. **Project Owner:** Amity, Oregon

D. **Project Financing:** State Funds

E. **Owner's Representative:**
City of Amity, Larry Layton, City Administrator

F. **Prevailing Wages:**
The Contractor is not anticipated to be required to comply with the prevailing wage rates for public works contracts in Oregon as published by the Oregon Bureau of Labor and Industries on this project since the estimated contract is under $50,000.

G. **Coordination of Work of Others**
The contractor is responsible for coordinating all activities within the project limits, including the work of private utilities and city operations.

2. BIDDING DOCUMENTS

Documents containing the Bidding Requirements are provided to prospective bidders to enable them to prepare a bid. Documents that must be submitted with the Bid are listed at the end of the Instructions to Bidders.

3. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the GENERAL CONDITIONS of the Construction Contract have the meanings assigned to them in the General Conditions.

The term "Addenda" (Addendum) means the written or graphic instruments issued prior to execution of the Agreement which modifies or interprets the Bidding Documents and Contract Documents.

The term "Bidder" means any person, firm or corporation submitting a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

The term "Bid" means the offer or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the work to be performed and furnishing other required information.

The term "Base Bid" means the amount bid on all of the work required to complete a single Contract as described in the Contract Documents. The Base Bid submitted by the successful bidder combined with any additive or deductive amounts bid on alternates accepted by the Owner and any other modifications becomes the Contract Price.

The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, Information Available to Bidders, the Bid Form with related documents, the Contract Conditions, Specifications and Drawings (and includes all Addenda issued prior to receipt of Bids).

The terms "Contract" and "Project" are defined in the General Conditions paragraph 1.1.

The term “Notice of Intent to Award” is a written notice of the Owner’s intent to award the Contract to the lowest responsible Bidder consistent with all requirements of the Bid and Contract Documents, including requirements of Section 130.10 of the General Conditions. The Owner shall determine at its sole discretion the lowest responsible Bidder.

The term "Notice of Award" is a written notice by the Owner to the Bidder that it is the successful Bidder and upon the Bidders compliance with the Owner's requirements the Owner will execute the Agreement.

4. COPIES OF BIDDING DOCUMENTS

Complete sets of Bidding Documents (the Drawings and Project Manual including Specifications may be obtained at the location and time designated in the Invitation to Bid.

Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor the Engineer’s assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and the Design Engineers in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer or grant a license for any other use.

5. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) dig test pits or drill test holes to further evaluate subsurface soil conditions to the extent the Bidder considers necessary; (d) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) notify the Engineer of all conflicts, errors or discrepancies in the Contract Documents.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent facilities or utilities or easements for permanent changes in existing facilities or utilities have been obtained or will be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

Bidder's Representations. By submitting a bid each bidder represents and warrants:

a. It has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders; it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid; and it has read and understands provisions in the General Conditions relevant to differing and unknown conditions.

b. It has read, studied and understands the entire set of Bidding Documents including the Construction Drawings, Specifications and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.
c. Its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work in full compliance with the Contract Documents without exception.

6. INTERPRETATIONS OF ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Design Engineer. Interpretations or responses considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Design Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Design Engineer.

7. BID SECURITY

Each Bid must be accompanied by Bid Security conforming to the requirements of the Contract Documents

8. CONTRACT TIME

Work on the project can commence in accordance with section 180.43 after the date of Notice to Proceed.

The numbers of days (Contract Time) within which the Work is to be Substantially Completed and Finally Completed and ready for acceptance and final payment are set forth in the Bid Form and the Agreement.

The project must be complete in all respects including all plantings, by March 31st, 2016. In order to facilitate meeting this deadline the City has developed the following schedule:
a. Bid opening on October 20, 2015
b. Recommend Award and send out the Notice of Intent to Award on October 22, 2015.
c. Send out the Notice of Award on October 27, 2015.
d. Provide the Notice to Proceed on October 30, 2015.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages for late completion are set forth in the Agreement.

10. SUBSTITUTE OR PROPOSED EQUIVALENT (“OR EQUAL”) ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or Proposed Equivalent ("Or Equal") items. Whenever it is indicated in the Drawings or specified in the Specifications that a Proposed Equivalent ("Or Equal") item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submission of any such Proposed Equivalent ("Or Equal") item by the Contractor for the Engineer's review and consideration is set forth in the GENERAL CONDITIONS.

11. LISTING OF SUBCONTRACTORS

The Contractor's Bid must include a listing of subcontractors conforming to the requirements and format of the First Tier Subcontractor Disclosure Form.

If the Owner or Engineer after due investigation has a reasonable objection to any proposed subcontractor, other person or organization, may before giving the Notice of Award, request the apparent Successful Low Bidder to submit an acceptable substitute, that Bidder's Bid price will be increased or decreased by the difference in cost occasioned by such a substitute and Owner may consider such prior adjustment in evaluating Bids and Making the Contract award.

No contractor shall be required to employ any subcontractor, other person or organization against whom they have reasonable objections.

The contractor shall perform, with their own organization, not less than one-third of the work and shall not sublet more than one-half of the work without the previous written consent of the Owner. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the contractor and their work shall be subject to the provisions of the contract. When it is stated in the contract documents that a subcontractor or the Owner shall do something, it means that the contractor shall cause that person to do such a thing.

12. BID PROPOSAL

The Bid Form is included with the Bidding Documents; additional copies may be reproduced by the Bidder.

All blanks on the Bid Form must be completed legibly in ink or by typewriter. Bid amounts must be stated in words and in figures. In case of conflict, words will take precedence.

The bids shall not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing in the margin immediately opposite the correction, the surname of the person signing the bid.

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

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be legibly printed in ink or typed below the signature.

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

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

Bids must include the Base Bid and a separate price or state "no change in price" for each Alternate described in the Specifications and listed on the Bid Form. The Bid for each Alternate will be the amount to be added to or deducted from the Base Bid if the Owner selects the Alternate. Bids that do not include a price for every Alternate may be rejected.

The work is offered on a unit price basis; each item is to be bid. No substitutions, alternate bids, conditional bids, or partial bids are allowed, except as provided by written addenda from the Engineer.

13. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and, when the Project includes more than one Contract, with the designated Contract or portion of the project for which the Bid is submitted. The envelope shall bear the name and address of the Bidder and the Bid shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. MODIFICATION AND WITHDRAWAL OF BIDS

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

If, within five days after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates in detail to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, how the mistake occurred, that the mistake was not due to an error in judgment or to carelessness in inspecting the site or reading the plans or specifications, that Bidder may withdraw its Bid and the Bid Security will be returned. A Bidder who withdraws its Bid will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and major Alternates (if any) will be made available to Bidders after the opening of Bids on the owner's web site.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Bids on Alternates shall remain valid for sixty (60) days after execution of the Agreement.

17. AWARD OF CONTRACT

See Section 130 of the General Conditions.

The Owner reserves the right to reject any and all Bids or to waive any irregularities or informalities in any Bid in the public's best interest as determined solely by the Owner. The Owner reserves the right to reject any nonconforming, nonresponsive, incomplete, unbalanced or conditional Bids. The Owner also reserves the right to reject the Bid of any Bidder that in the Owner's judgment would not be financially or otherwise responsible or that does not meet pertinent minimum experience criteria established by the Owner and stated in the Instructions to Bidders.

In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and include such Alternates, unit prices and other data, as may be required in the Bid Form and supplements thereto.

Discrepancies in the multiplication of units of Work and unit prices, if any, will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum

thereof will be resolved in favor of the correct sum. Discrepancies between bid amounts stated in words and in figures will be resolved in favor of the amount stated in words.

The Owner may accept any Alternate without regard to the order in which they are listed and will determine the lowest Bidder on the basis of the Base Bid and the Alternates accepted.

If the Contract is to be awarded, it will be awarded to the lowest qualified, responsible and responsive Bidder that in the Owner's judgment will be in the best interests of the Project.

If the Contract is to be awarded, Owner will issue a Notice of Intent to Award the Contract a minimum of three (3) working days before the planned date of Award on the owner's web site.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award in accordance with section 130.10.

18. CONTRACT SECURITY

The Owner's requirements for performance and payment bonds are set forth in the General Conditions. The cost of furnishing such bonds shall be included in the price proposal. The surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. The City of Amity shall be named as an additional insured.

The Successful Bidder shall engage a surety who through binding agreement will assume liability for all debts and responsibility for the acceptable performance of the Work under this Contract if the Contractor defaults.

When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required bonds in the forms contained in the section of the Project Manual titled Contract Forms.

19. INSURANCE

The Owner's requirements for insurance are set forth in the Agreement and the General Conditions.

The Successful Bidder shall purchase insurance from an insurance company or companies who meet the requirements of the General Conditions.

The Successful Bidder shall deliver the required insurance certificates to the Owner and Engineer prior to beginning work. In no case will the Notice to Proceed be considered as allowing the Work to begin until the insurance certificates are received by the Owner, even though the Contract Time as stated in the Notice to Proceed will commence to run.

20. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached, unless shipped earlier. Contractor shall sign and deliver the required number of counterparts of the Agreement together with the required Bonds to the Owner in accordance with section 130.50.

21. LIMITATION OF LIABILITY

The Agreement contains a clause limiting the liability of the Owner and the Design Engineer to the Contractor for defects in the Contract Documents.

22. RETAINAGE

Five percent of each Progress Payment will be withheld as retainage as set forth in the Agreement.

23. BASE BIDDING OF EQUIPMENT AND SYSTEMS

Alternate equipment or systems proposed by the Bidder will only be considered after award of the Contract and at the option of the Owner. If alternate equipment or systems are accepted, the Contract Price will be adjusted by Change Order in an amount equal to the difference in price quoted by the Bidder on the Base Bid Equipment and Systems List.

24. DOCUMENTS THAT MUST BE SUBMITTED WITH BIDS

Bidders must submit the following signed Documents with their Bids:

a. Bid Proposal
b. Bid Security
c. First-Tier Subcontractor and Supplier Disclosure Form
d. Bidders Warranty

BIDDING REQUIREMENTS

BIDDER'S CHECKLIST

1. The Bidder's attention is called to the following forms or information, which must be submitted in full as part of the bid.

[ ] **PROPOSAL** signed and completely filled out.

[ ] **BID SCHEDULE** filled out showing bid amounts and properly completed.

[ ] **BID BOND** completed, signed, and dated.

[ ] **BIDDER'S WARRANTY** singed and completely filled out.

[ ] **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**.
(Must be submitted as outlined in the Contract Specifications)

Above forms MUST BE inserted in sealed envelope properly identified and delivered to the OWNER.

**(This Bidder's Checklist is provided as a convenience to the Bidder.
It is recommended, but not required, that this page be attached to the front of the bid.)**

PROPOSAL
For The
SOUTH TRADE STREET WATER QUALITY FACILITY

TO: City of Amity, Oregon
P.O. Box 159
109 E Maddox Ave
Amity, OR 97101

Bidder's Declaration and Understanding

The undersigned Bidder declares that: (a) the Construction Drawings, Technical Specifications, Invitation to Bid, Information to Bidders, Proposal, Bid Schedules, and all other Bidding Requirements, collectively referred to hereinafter as the Contract Documents for the construction of the proposed improvement have been carefully examined; (b) that the site has been personally inspected and that he has determined the extent, character, and locations of the proposed work, the nature and type of excavation to be done, the locations and condition of the existing streets, structures, streams, and roadways giving access to the site of the work, and the topography of the site of the work; (c) that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and identify the said quantities with the detailed requirements of the Contract Documents; and (d) that the Bidder's proposal is made according to the provisions and under the terms therein, which documents are hereby made a part of this proposal.

The Bidder further declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Amity (Owner), and that the proposal is made without any connection or collusion with any person making another proposal on this Contract.

The bidder further declares by signing of this proposal that all the provisions required by and relating to the payment of BOLI wage rates for work performed under the Contract, if over $50,000 with the Owner shall be complied with.

The Bidder further agrees that his own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

Contract Execution and Bonds

The Bidder agrees that, if this proposal is accepted, a Contract with the Owner will be executed within ten (10) work days after the date of the written Notice of Award, and will at that time, deliver to Owner the required Performance and Payment Bonds, and will, to the extent of this proposal, furnish all machinery, tools, apparatus and other means of construction and to the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.

Certificates of Insurance

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Contract Documents.

Start of Construction and Contract Completion Date

Work on the project can commence in accordance with section 180.43 after the date of Notice to Proceed and shall be completed in all respects by March 31, 2016.

Liquidated Damages

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be assessed in an amount as established in the contract documents.

Bid Bond

Accompanying this proposal is a certified check, cashier's check or Bidder's bond in the sum of ten percent (10%) of Bid Total, which is to be forfeited if, in the event that this proposal is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance Bond, Payment Bond, and insurance documents under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

Surety

If the Bidder is awarded a construction Contract on this proposal, the Surety who provides the Performance and Payment bond will be _____ whose address is _____
_____ .

Lump Sum or Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts stated in the Bid Schedule, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Addendum

The Bidder hereby acknowledges receipt of Addendum Nos. __, __, __, __, to these contract documents.

Coordination of Work of Other

The contractor is responsible for coordinating all activities within the project limits, including the work of private utilities and city operations.

Bid Schedule

SECTION 1 –BID ITEMS					
Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS		
2	Water Quality Swale	1	LS		
3	Shrubs, #1 Container	66	EACH		
4	Groundcovers, #1 Container	425	EACH		
5	Temporary Water Bypass Facility	1	LS		

TOTAL BID _____

Initial: _____, Date: _____

Basis of Award

See Section 130 of the General Conditions. In addition, at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder that does not exceed the amount of funds then estimated as available by the owner to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the owner may reject all bids or award the contract on the combination of reduced units and alternates in any order in which they are listed in the form of bid as produces a net amount which is within the available funds.

Retainage

To ensure proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each progress payment under the terms identified in the Special Conditions.

Submission of Bid

The Bidder does hereby propose to furnish all labor, material, tools, equipment and appliances necessary to construct and complete the **South Trade Street Water Quality Facility** project. And all specified work appurtenant thereto, and in connection with this project for the Owner within the time limit specified, and in accordance with the drawings, specifications and contract change order documents for the sums set forth in the bid schedule.

Respectfully submitted this ____ day of _____, 2015.

Submitted By: _____
(Name of bidding firm or corporation)

Street Address: _____

City, State, Zip_____

Phone:_____

Fax: _____

Email: _____

Construction Contractors Board License No.: _____

License Classification: _____

License Expiration Date: _____

Federal ID No.: _____
(Affix Corporate Seal Here)

If Bidder is:

AN INDIVIDUAL

By: _____
(Type or print name)

Authorized Signature: _____
(Handwritten signature)

Doing business as: _____

A CORPORATION

By: _____
(Corporation's Name)

_____
(State of Incorporation)

By: _____
(Name of person Authorized to Sign)

_____
(Handwritten signature)

Title _____
(Owner/Partner/President/Vice President)

Attest _____
(Secretary)

_____
(Handwritten signature)

Home Office Address: _____
(If different from above) (Affix Corporate Seal Here)

Initial: _____, Date: _____

A PARTNERSHIP

By: _____
(Firm Name)

_____
(General Partner Name)

_____
(Handwritten signature)

Title: _____
(Owner/Partner/President/Vice President)

A JOINT VENTURE

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture shall be in a manner indicated above. List additional company names and addresses below:

Submitted By: _____
(Name of bidding firm or corporation)

Street Address: _____

City, State, Zip_____

Phone:_____

Fax: _____

Email: _____

Construction Contractors Board License No.: _____

License Classification: _____

License Expiration Date: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

PROPOSAL GUARANTY - BID BOND

BOND NO _____

AMOUNT _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Contractor)

hereinafter called the PRINCIPAL, and _____
(Name of Surety)

a corporation duly organized under the laws of the State of _____, hereinafter called the

Surety, having its principal place of business at _____, in

the State of _____, and authorized to do business in the State of Oregon, as

_____

SURETY, are held firmly bound unto the City of Amity, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS ($_____),

for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for the City of Amity, Oregon**, SOUTH TRADE STREET WATER QUALITY FACILITY**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed agreement for Construction and shall furnish such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this ____ day of _____, 2015.

Principal: _____ Surety: _____

By: _____
By:_____
(Print Name) (Print Name)

Signed: _____
Signed:_____

Title: _____ Title:_____

BIDDER'S WARRANTY

A. By the act of submitting a bid for the proposed Contract, the Bidder warrants that:

1. The Bidder and all subcontractors he/she intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Bid Documents have found them complete and free from ambiguities and sufficient for the purpose intended; further that,

2. The Bidder and all workmen, employees and subcontractors he/she intends to use are skilled and experienced in the type of construction represented by the Documents bid upon; further that,

3. Neither the Bidder nor any of his/her employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his/her employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,

4. The bid figure is bases solely upon the Bid Documents and properly issued written Addenda and not upon any other written representation.

5. The bidder has personally visited the site, become familiar with the local conditions under which the proposed work is to be performed, has determined the extent, character and location of the proposed work, the nature and type of excavation done, the location and condition of existing streets and roadways giving access to the site of the work, the topography of the site of the work, and has correlated the Bidder's personal observations with the requirements fo the proposed Contract Documents.

B. That the bidder is a resident bidder in the state of _____, as defined by ORS 279.029.

Dated at _____, this day of _____, 2015.

Name of Bidder: _____

By: _____

Title: _____

FIRST-TIER SUBCONTRACTROR BIDS SELECTED

List **ALL** first-tier subcontractors, including DBE and non-DBE, regardless of subcontract amount. Enter "NONE" if no subcontractors are anticipated for this contract. Attach additional sheets if needed.

CONTRACTOR:_____ **PROJECT NAME**:_____

FORM COMPLETED BY:_____ PHONE:_____
(Print or Type)

Subcontractor Name	*Subcontractor or CCB Number*	*Estimated Dollar Value*	*Subcontractor Address*	*Work Subcontractor Performing*

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

Signature certifies as to the accuracy of the foregoing information: _____ _____
Authorized Signature Date

CONTRACT FORMS

Public Improvement Contract
City of Amity

The parties to this contract are as follows:

Owner:	City of Amity
Address:	PO Box 159 105 E Maddox Ave. Amity, OR 97101
Telephone:	503-835-3711
Email:	llayton@ci.amity.or.us
Fax:	503–835–3780

Project Representative:	Larry Layton, City Administrator
Telephone:	(503) 835-3711
Email:	llayton@ci.amity.or.us
Address:	PO Box 159 109 E Maddox Ave. Amity, OR 97101

Contractor:
CCB Number:
Address:

Contact person:
Telephone:
Email:
Fax:

Name of Project(s): **South Trade Street Water Quality Facility**

Location of Project: South Trade Street

ARTICLE 1 RECITALS

A. The parties to this agreement are the City of Amity which will be referred to as “City” or “Owner” and the above-named contractor who will be referred to as “Contractor”.
B. This agreement sets forth all the terms and conditions of the work for the above-named Project.

Therefore, the parties agree as follows:

ARTICLE 2 AGREEMENT

.1 Project.

.1 This Project consists of constructing a water quality swale and energy dissipation manhole and associated work which is more particularly described in the Contract Documents which is hereby acknowledged to be part of this agreement. All work under

this Project shall be performed pursuant to the specifications and conditions set forth and contained in the Contract Documents.

.2 The work was designed by and the Contract Documents were prepared by the Design Engineer(s) indicated in the contract documents

.2 Contractor's Performance.

.1 Contractor agrees to perform the described work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the work at the designated location and in accordance with all terms specified in the following listed Contract Documents and any Addendums and in accordance with all additional contract documents which, in addition to the Addendums, will consist of the following:

(1) Documents Submitted with the Bid, including the following documents:
  (a) Proposal
  (b) Bid Schedule
  (c) Bid Bond
  (d) Bidder's Warranty
  (e) Contractors Registration
  (f) First-Tier Subcontractor disclosure Form
(2) This Agreement and it's Addendums
(3) Performance Bond
(4) Payment Bond
(5) Certificate of Insurance
(6) Notice of Award
(7) General Conditions
(8) Supplementary Standard Specifications
(9) Addenda Numbered ___ through ___ inclusive
(10) General Requirements
(11) Owner's Special Conditions
(12) Instructions to Bidders
(13) Documentation submitted by the Contractor with Bid
(14) Prevailing Wage Rates
(15) Prevailing Wage Rate Forms
(16) Advertisement for Bid and Invitation to Bid
(17) Technical Specifications
(18) Drawings
(19) Executed Change Orders, if any, which may be effective after the date of this Agreement
(20) Required Insurance
(21) Supplemental Technical Specifications
(22) Project Permits
(23) Notice to Proceed

.3 Work Schedule.

.1 The work under this Project is commenced in accordance with section 00180.43 after the date of Notice to Proceed and the Contractor further agrees to plan the Work and to prosecute it with diligence.

.2 Work under this contract is to be completed in accordance with the project specifications, subject to any extensions agreed to by the parties. Substantial completion will be determined by City's project engineer. "Substantial completion" means the date where the project work has reached the state of completion when it can be used for its intended purpose and has been accepted for such use by the City.

(1) Substantial Completion: The Contractor shall complete all necessary work to achieve substantial completion, as determined by the date on the Second Notification issued by the Owner, on or before March 31, 2016

(2) Final Completion: The Contractor shall complete all work associated with the project and achieve Final Completion, as determined by the date on the Third Notification issued by the Owner, on or before April 30, 2016.

.3 Liquidated Damages: The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph (3.2) above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time.

(1) Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner four hundred dollars ($400) for each calendar day that expires after the time specified in paragraph 3.2(1) for achieving Substantial completion.

(2) Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner four hundred dollars ($400) for each calendar day that expires after the time specified in paragraph 3.2 (2) for achieving Final Completion.

.4 Mandatory Provisions Regarding Labor.

.1 Pursuant to 279C.505 Contractor shall:

(1)

(a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the City, or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) The Contractor shall demonstrate that an employee drug testing program is in place to the satisfaction of the City.

.2 Pursuant to ORS 279C.515,

(1) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.

(2) 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 improvement contract within 30 days after receipt of payment from the contracting agency or a 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 the 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 City that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

(3) 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 improvement 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.

(4) The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

.3 Pursuant to 279C.520:

(1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) Except for personal services as described in ORS 279A.055, the employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) Persons employed under this contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(5) Contractor shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

.4 Pursuant to ORS 279B.235 and 279C.530,

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

(2) Contractor agrees that all employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

.5 **Payment**.

.1 Subject to the provisions of the referenced contract documents and in consideration of the faithful performance of the terms and conditions thereof by Contractor, City agrees to pay to Contractor the total sum of the “Contract Amount” in the manner and at the times provided in these Contract Documents, subject however to audit of unit prices

and including change orders, extra work orders and modifications as applicable and applies to all phases of Contractor's work. The total Contract Amount for the work awarded is:

_____,(_____)
(Words) (Figures)

The Contract Amount is based on the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the City:

_____ ($_____)
(Alternative Name) (Figures)

_____ ($_____)
(Alternative Name) (Figures)

_____ ($_____)
(Alternative Name) (Figures)

.2 Progress payments will be made to the Contractor for work performed at the times and in the manner provided in section 00195 in the Contract Documents Payment will be made at bid prices for awarded Bid Items, plus amounts of approved Change Orders completed to date. The period covered by each Application for Payment shall be one calendar month ending on the 25th day of each calendar month. On average, the Owner will make payment within 30 days after the Engineer issues a Recommendation for Payment.

.3 Payment by City is not acceptance or approval of any work nor is payment a waiver of defects in Contractor's work or materials.

.4 City may retain an amount equal to 5% of each payment until satisfactory completion of the Project. The City shall have the right to withhold from the final payment to Contractor in amount of retainage equal to damages caused by Contractor's delay in completing the Project. In lieu of retainage, provisions may be made as provided in ORS 279C.560 for depositing with the Owner, approved bonds or securities of value equal to the retainage.

.5 The obligations of the parties with respect to retainage and payments will further be subject to all the terms and conditions of Oregon's prompt payment laws as set forth in ORS 279C.550 through 279C.570.

.6 Changes and Extra Work.

.1 Contractor shall make any and all reasonable changes in the work and materials that City may timely request, at a reasonable addition to, or reduction from, the total compensation due to Contractor as set forth herein. Such changes shall include Contractor's actual costs and fees with all such changes to be evidenced by a form of written change order signed by both parties. The terms of any such change order shall, upon its execution, become part of this agreement.

.2 The City acknowledges and agrees that during the course of construction of the Project, in an effort to maintain the construction schedule and/or to stay within Project budget, Contractor may be required to make certain field changes to the plans and

specifications related to the Project, and City hereby consents to the same. Contractor shall not make any changes to the work, either as additions or deletions, without City's prior approval unless, in Contractor's reasonable judgment, field conditions require Contractor to make such changes. Contractor will immediately notify City of changes contemplated by Contractor prior to any such changes.

.3 Change orders shall be in accordance with 00195.20 on City of Amity Prescribed form.

.7 Insurance.

.1 On execution of this agreement, Contractor shall deliver or cause to be delivered to City copies of certificates of insurance showing the types of coverage typical for these types of Projects in the minimum limits set forth hereunder. Such policies shall be in favor of City and shall further provide that they cannot be cancelled nor coverage modified nor the limits changed without first giving a minimum of 20 days written notice thereof to the City with such coverages to be written by insurance companies satisfactory to City. Minimum coverage and limits are as follows unless changed within the Contract Documents: Bodily injury and completed operations $1,000,000 combined single limit per occurrence and property damage liability including automobile and completed operations $1,000,000 combined single limit per occurrence. The protection of this provision shall extend to City and to City's council members, employees, agents and insurers.

.8 Indemnification.

.1 Contractor shall indemnify and hold City harmless from any and all liens, lawsuits, liabilities, costs and expenses (including reasonable attorney fees and other defense costs) arising out of or connected with the Project or directly or indirectly caused by Contractor, any of Contractor's subcontractors, or any agent of Contractor or any agent of Contractor's subcontractors, unless the same is caused by City's actions. City shall not be liable for and Contractor hereby releases City from all claims for harm, injury, death, damage or loss suffered by Contractor, Contractor's subcontractors, and any agent or employee of Contractor or Contractor's subcontractors or any other third party for damage to or for loss of tools, equipment, or other personal property that occurs on or off the Project unless the claim for harm, injury, death, damage or losses is due to City's actions. The protection of this provision shall extend to City and to City's board members, employees, agents and insurers.

.9 Payment of Prevailing Wages.

.1 Prevailing wages must be paid on any Project which is a "public works" as defined in ORS 279C.800(5) and which is not subject to an exception contained in ORS 279C.810 (the primary exception being that prevailing wages are not owed on public works if the contract price does not exceed $50,000). Contractor shall pay the prevailing wages at the rate determined by BOLI to be appropriate for this Project.

.2 If this Project is subject to prevailing wages and the provisions of ORS 279C.800 through 279C.870 shall be incorporated into this agreement and Contractor shall comply with all the terms and conditions of those prevailing wage laws the Prevailing Wage Addendum is made part of this agreement.

.10 Permits.

.1 Contractor will pay the fees for the permits necessary for the project unless specifically called out otherwise in the contract documents. Permits will be issued to the Contractor.

.11 Assignment.

.1 Contractor may not assign the contract or any of the rights and responsibilities under that contract without the prior written consent of City and City shall have the right to withhold, in its sole discretion, such approval, however, nothing shall limit the right or ability of contractor to have work performed by subcontractors.

.12 Compliance with Laws and other Agreements.

.1 Contractor's work shall be performed and completed in compliance with all laws, ordinances, rules, regulations, orders and requirements of any public, private or governmental entity having jurisdiction over the Project including, but not limited to, building and safety codes and zoning ordinances in effect on the date of the commencement of Contractor's work. The total compensation to be paid Contractor by City under this agreement shall not be increased by reason of any work performed by Contractor in order to achieve compliance with such requirements. In the event that any of the work to be performed under this agreement is subject to inspection, approval or acceptance by another party, including but not limited to a governmental agency, Contractor agrees to obtain such inspection, approvals or acceptances.

.2 City will obtain any necessary temporary construction easements.

.13 Maintenance of Site and Conditions at Final Completion.

.1 Contractor shall cause all work on the Project to be done in a neat and clean manner. Prior to final completion of the Project, Contractor shall put the property in a neat and clean condition and shall remove all materials, debris and machinery related to the Project from the property.

.14 Quality of Workmanship.

.1 All work necessary to complete the Project shall be executed in a good and workmanlike manner and in accordance with the general standards of the trades and industry.

.15 City's Right to Reject Project Work.

.1 City shall have the right to reject any work or materials that do not substantially conform to the descriptions or specifications contained in the Specifications or as otherwise provided in the Contract Documents..

.16 Materials.

.1 See Specifications.

.17 Contractor's Guarantee and Warranty.

.1 Contractor guarantees and warrants for a period of one year after written acceptance of the Project by owner of any and all work performed by Contractor under this contract against defective or improper workmanship or materials. During the course of such warranty, Contractor shall remedy any defect in materials or workmanship without cost to City. Notwithstanding the foregoing, in the event that any defect is caused by the action or inactions of City, Contractor shall not have any responsibility to correct or remedy such defect. The parties will cooperate in enforcing third party warranties which flow directly to City.

.18 Site Conditions and Inspection.

.1 Contractor acknowledges having fully inspected the plans and specifications made part of this contract and accepts them in their present condition. Contractor further acknowledges having fully inspected and reviewed the location and condition of the Project site and further, Contractor acknowledges that it is familiar with all such conditions of the location of the Project and how such conditions will impact Contractor's performance under the terms and conditions of this agreement. Contractor shall not request any additional payment or other compensation nor shall Contractor request any additional time of performance due to the conditions of the Project site. Contractor acknowledges receipt of all available project information within section 003100 which has been made part of this Contract.

.19 Defaults and Remedies.

.1 Contractor's Default. Contractor shall be deemed to be in default hereunder for failure to materially observe and perform any condition, covenant, or obligation contained herein after written notice from City or City's agent and/or representative to Contractor specifying the nature of the breach unless Contractor corrects any such matter within 15 business days after receiving the notice.

.2 Remedies of City in the Event of a Default by Contractor. City shall have all rights and remedies available to the City pursuant to applicable law, including the right to terminate this contract and to cause Contractor to be removed from the Project.

.3 Default by City. City shall be deemed in default hereunder to timely perform any obligation contained herein, including the failure to pay Contractor any amount due pursuant to the terms of this agreement unless City corrects any such matter within 15 business days after receiving written notice from Contractor.

.4 Remedies of Contractor. In the event of a default by City, Contractor shall have the right to stop work on the Project (in that event the estimated completion date shall be extended until the default is cured) as well as all other rights and remedies available under applicable law.

.20 Location of Legal Action.

.1 Any suit, action or proceeding relating to any right, duty or liability arising under this agreement, shall be subject to the exclusive jurisdiction and venue of the Yamhill County Circuit Court located in McMinnville, Oregon and no other court shall have the authority to decide any matter under this agreement or any subcontract under this agreement.

.21 Time Is of the Essence.

.1 Time is of the essence of this contract and each of its terms, covenants and conditions shall be fully performed and complied with and completed by Contractor on or before the date specified for completion of performance, unless an extension of time is agreed to in writing by City.

.2 If Contractor fails to complete the Project within the time specified or with any extension of time agreed to by both parties in writing, Contractor shall pay liquidated damages, as applicable as indicated by these documents, for each business day of delay beyond the completion date identified herein.

.22 Bond Requirements.

.1 Contractor shall furnish performance and payment bonds as security for Contractor's faithful performance and payment of Contractor's obligations under this contract. These bonds shall be in amounts at least equal to the total contract price and such form with such sureties that are licensed to conduct business in the state of Oregon.

.2 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated by the state of Oregon then Contract within five (5) business days thereafter substitute another bond and surety both of which shall be acceptable to City.

.3 Contractor shall provide a public works bond pursuant to ORS 279C.836.

.23 Miscellaneous provisions.

.1 Entire Agreement. This agreement with the referenced documents represents the entire agreement between City and Contractor and supercedes any and all proposals, correspondence and oral agreements made prior to the date of this agreement. This agreement may be amended only by the written change order or an amendment signed by both City and Contractor and no purported oral amendment shall be binding on either party.

.2 Attorney Fees. If litigation is commenced between the parties to enforce or interpret any term or provision of this agreement, the prevailing party in the action shall be entitled, in addition to all other relief and sums, to reasonable costs and expenses incurred in the litigation, including costs, expert witness fees, and reasonable attorney fees, both at trial and on appeal.

.3 Notices. Notices that are required or desired to be given by either party shall be in writing and shall be personally delivered to the other party, mailed to the other party by

certified or registered mail or faxed to the other party. Any such notice not personally served shall be deemed received 48 hours after fax or deposit in the mail. The party may change its address for service of notice by providing written notice of the change to the other party.

.4 Relationship of the Parties. The relationship of City to Contractor is that of owner to independent contractor. Contractor is not an employee, partner, joint venture or agent of City and City shall have no liability for any act or debt of Contractor.

.5 No Third Party Beneficiary. This agreement is entered into for the benefit solely of City and Contractor and nothing contained herein is intended to benefit of any other person or entity. Payments that may be required from City to Contractor are not held in trust for the benefit of Contractor, or any subcontractor or any agent or employee of Contractor.

.6 Severability. If a court of competent jurisdiction holds any portion of this agreement to be void or otherwise unenforceable as written, it is the intention of the parties that: (a) the court reform any such portion of the agreement and enforce it to the full extent permitted by law, and (b) the remaining portions of this agreement shall remain in full force and effect.

.7 Section Titles. The titles of section and subsection are for organizational purposes and are not to be considered part of the agreement between the parties.

.8 Governing Law. This agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF the parties have executed this agreement in duplicate originals and this contract shall be in force from the date that it is signed by both parties.

City of Amity

By _____
(Signature)

Name _____
(Type or Print)

Title_____

Address for giving notices: PO Box 159, 109 E Maddox Ave, Amity, OR 97101.

CONTRACTOR:

By_____
(Signature)

Name_____
(Type or Print)

Title_____

Address_____

_____

_____
(Federal Employer Identification Number)

_____
Oregon Construction Contractors Board License Number and License Expiration Date
Telephone Number (___)_____

(SEAL)

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By_____
(Signature)

Name_____

Title_____
(Type or Print)

Address for giving notices _____

_____
ACKNOWLEDGMENT

By a Corporation:

State of (_____)
County of ( )

On this _____ day of _____ 2015, before me, a Notary Public in and for the County of _____, State of _____, personally appeared _____ _____, known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL) _____

_____
Notary Public in and for the County of

State of _____

City of Amity Addendum A to Public Improvement Contract

The Contractor's attention is directed to PART 100 - GENERAL CONDITIONS, which are the General specifications for this Project, containing other directions pertinent to the project.

The following requirements supersede these specifications where conflicts exist.

ARTICLE 1 – SUBCONTRACTING

A. Contractor must include in each subcontract for property or services entered into by Contractor, including a material supplier, for the purpose of performing this contract:

(1) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and:

(2) An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under subparagraph (a) of this paragraph

B. Contractor may not be obligated to pay an interest penalty if the only reason that Contractor did not make payment when payment was due is that Contractor did not receive payment from the contracting agency when payment was due.

C. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified in ORS 279C.515(2).

D. Contractor must include in each of Contractor's subcontracts a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580(3) in each of the first-tier subcontractor's subcontracts and must require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

E. Contractor's obligation to pay a late payment interest penalty to a subcontractor under the payment terms of this Contract is not an obligation of the contracting agency. A contract modification will not be made for the purpose of providing reimbursement of such late payment interest penalty. Contractor will not include any amount for reimbursement of such late payment interest penalty in any cost reimbursement claim.

F. Contractor must include Exhibit 5F, Required Federal and State Contract Clauses in all contracts and must also incorporate HUD 4010 form in all contracts between the prime contractor and subcontractors.

ARTICLE 2 – HOURS OF WORK

A. Pursuant to 279C.540.

(1) When labor is employed by the district, or subdivision thereof through a contractor, a person may not be required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay:

(a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

(A) Each Sunday.

(B) New Year's Day on January 1.

(C) Memorial Day on the last Monday in May.

(D) Independence Day on July 4.

(E) Labor Day on the first Monday in September.

(F) Thanksgiving Day on the fourth Thursday in November.

(G) Christmas Day on December 25.

(2) An employer shall give notice in writing to employees who perform work under subsection (1) of this section, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(3) For the purpose of this section, each time a legal holiday, other than Sunday, listed in subsection (1) of this section falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection (1) of this section falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

(4) Subsections (1) and (2) of this section do not apply to a public improvement contract or a contract for services if the contractor is a party to a collective bargaining agreement in effect with any labor organization.

(5) When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection (1) of this section.

(6) This section does not apply to labor performed in the prevention or suppression of fire under contracts and agreements made under the authority of the State Forester or the State Board of Forestry, under ORS 477.406.

(7) This section does not apply to contracts for personal services designated under ORS 279A.055, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection (1)(b)(B) to (G) of this section and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(8) Subsections (1) and (2) of this section do not apply to contracts for services at a county fair or for other events authorized by a county fair board if persons employed under the contract receive at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week.

(9) (a) Subsections (1) and (2) of this section do not apply to contracts for services. However, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection (1)(b)(B) to (G) of this section and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(10) Any contractor or subcontractor or contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the contractor or subcontractor or contractor's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

(11) An action to enforce liability to employees under subsection (10) of this section may be brought as an action on the contractor's payment bond as provided for in ORS 279C.610.

(12) This section does not apply to financial institutions as defined in ORS 706.008.

(13) In accordance with ORS chapter 183, the Commissioner of the Bureau of Labor and Industries may adopt rules to carry out the provisions of this section.

ARTICLE 3 – TIME LIMITS FOR WORKER CLAIMS

A. Pursuant to 279C.545:

When labor is employed by the city, or subdivision thereof through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

(1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.

(2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

B. Pursuant to ORS 279C.570

(1) Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty shall be:

(A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(B) Computed at the rate specified in ORS 279C.515 (2).

(2) The contractor shall include in each of the contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (3) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(3) (a) The clauses required by subsections (3) and (4) of this section are not intended to impair the right of a contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions that:

(A) Permit the contractor or a subcontractor to retain, in the event of a good faith dispute, an amount not to exceed 150 percent of the amount in dispute from the amount due a subcontractor under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties consider appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(B) Permit the contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(C) Permit such withholdings without incurring any obligation to pay a late payment interest penalty if:

(i) A notice conforming to the standards of subsection (8) of this section has been previously furnished to the subcontractor; and

(ii) A copy of any notice issued by a contractor under sub-subparagraph (I) of this subparagraph has been furnished to the contracting agency.

(b) As used in this subsection, "good faith dispute" means a documented dispute concerning:

(A) Unsatisfactory job progress.

(B) Defective work not remedied.

(C) Third-party claims filed or reasonable evidence that claims will be filed.

(D) Failure to make timely payments for labor, equipment and materials.

(E) Damage to the prime contractor or subcontractor.

(F) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

(4) If, after making application to a contracting agency for payment under a contract but before making a payment to a subcontractor for the subcontractor's performance covered by such application, a contractor discovers that all or a portion of the payment otherwise due the subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, the contractor shall:

(a) Furnish to the subcontractor a notice conforming to the standards of subsection (8) of this section as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(b) Furnish to the contracting agency, as soon as practicable, a copy of the notice furnished to the subcontractor under paragraph (a) of this subsection;

(c) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (a) of this subsection;

(d) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency;

(e) Make such payment within:

(A) Seven days after correction of the identified subcontract performance deficiency unless the funds therefore must be recovered from the contracting agency because of a reduction under paragraph (f) (A) of this subsection; or

(B) Seven days after the contractor recovers such funds from the contracting agency;

(f) Notify the contracting agency upon:

(A) Reduction of the amount of any subsequent certified application for payment; or

(B) Payment to the subcontractor of any withheld amounts of a progress payment, specifying:

(i) The amounts of the progress payments withheld under paragraph (a) of this subsection; and

(ii) The dates that such withholding began and ended; and

(g) Be obligated to pay to the contracting agency an amount equal to interest on the withheld payments computed in the manner provided in ORS 279C.570 from the 11th day after receipt of the withheld amounts from the contracting agency until:

(A) The day the identified subcontractor performance deficiency is corrected; or

(B) The date that any subsequent payment is reduced under paragraph (f)(A) of this subsection.

(5) (a) If a contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor a written notice asserting a deficiency in such first-tier subcontractor's performance under the contract for which the contractor may be ultimately liable and the contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the contractor may, without incurring an obligation to pay a late payment interest penalty under subsection (6)(e) of this section:

(A) Furnish to the first-tier subcontractor a notice conforming to the standards of subsection (8) of this section as soon as practicable upon making such determination; and

(B) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (A) of this paragraph.

(b) As soon as practicable, but not later than 10 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the contractor shall pay the amount withheld under paragraph (a)(B) of this subsection to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate specified in ORS 279C.570.

(6) A written notice of any withholding shall be issued to a subcontractor, with a copy to the contracting agency of any such notice issued by a contractor, specifying:

(a) The amount to be withheld;

(b) The specified causes for the withholding under the terms of the subcontract; and

(c) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(7) Except as provided in subsection (2) of this section, this section does not limit or impair any contractual, administrative or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by a contractor or deficient performance or nonperformance by a subcontractor.

(8) A contractor's obligation to pay a late payment interest penalty to a subcontractor under the clause included in a subcontract under subsection (3) or (4) of this section is not intended to be an obligation of the contracting agency. A contract modification may not be made for the purpose of providing reimbursement of such late payment interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such late payment interest penalty.

ARTICLE 4 – PAYMENTS FOR HEALTH CARE

A. Pursuant to 279C.530

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

(2) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 5 – SUBSTITUTION OF FIRST TIER SUBCONTRACTS

A. Pursuant to 279C.585:

A contractor whose bid is accepted may substitute a first-tier subcontractor that was not disclosed under ORS 279C.370 by submitting the name of the new subcontractor and the reason for the substitution in writing to the contracting agency. A contractor may substitute a first-tier subcontractor under this section in the following circumstances:

(1) When the subcontractor disclosed under ORS 279C.370 fails or refuses to execute a written contract after having had a reasonable opportunity to do so after the written contract, which must be reasonably based upon the general terms, conditions, plans and specifications for the public improvement project or the terms of the subcontractor's written bid, is presented to the subcontractor by the contractor.

(2) When the disclosed subcontractor becomes bankrupt or insolvent.

(3) When the disclosed subcontractor fails or refuses to perform the subcontract.

(4) When the disclosed subcontractor fails or refuses to meet the bond requirements of the contractor that had been identified prior to the bid submittal.

(5) When the contractor demonstrates to the contracting agency that the subcontractor was disclosed as the result of an inadvertent clerical error.

(6) When the disclosed subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board.

(7) When the contractor determines that the work performed by the disclosed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the disclosed subcontractor is ineligible to work on a public improvement contract under applicable statutory provisions.

(9) When the substitution is for good cause. The Construction Contractors Board shall define "good cause" by rule. "Good cause" includes but is not limited to the financial instability of a subcontractor. The definition of "good cause" must reflect the least-cost policy for public improvements established in ORS 279C.305.

(10) When the substitution is reasonably based on the contract alternates chosen by the contracting agency.

ARTICLE 6 – PUBLIC WORKS BONDS

A. Pursuant to ORS 279C.800 through 279C.870. Contractor and all subcontractors must, prior to starting work on a contract, or any subcontractors thereof, for which Prevailing Wages are to be paid, have on file with the Oregon Construction Contractors Board a Public Works Bond with a corporate security authorized to do business in the State of Oregon in an amount not less than $30,000.

IN WITNESS WHEREOF the parties have executed this addendum which is part of the contract between the parties.

City of Amity

By _____
(Signature)

Name _____
(Type or Print)

Title_____

Address for giving notices: PO Box 159, 109 E Maddox Ave., Amity, OR 97101.

CONTRACTOR:

By:_____
(Signature)

Name_____
(Type or Print)

Title_____

Address:_____

_____

_____
(Federal Employer Identification Number)

_____
Oregon Construction Contractors Board License Number and License Expiration Date
Telephone Number ( ) _____

(SEAL)

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By_____
(Signature)

Name_____

Title_____
(Type or Print)

Address for giving notices:

_____
ACKNOWLEDGMENT

By a Corporation:

State of (_____)
County of ( )

On this _____ day of _____ 2015, before me, a Notary Public in and for the County of _____, State of _____, personally appeared _____ _____, known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL) _____

_____
Notary Public in and for the County of

State of _____

City of Amity Addendum B to Public Improvement Contract (If Required)

ARTICLE 1. PREVAILING WAGE RATES

This addendum is made part of the agreement between the City of Amity (City) and _____ (Contractor) and shall apply to all of Contractor's work on the **South Trade Street Water Quality Facility**.

.1 Contractor to comply with PWR Laws:

.1 This Project is subject to Oregon's prevailing wage rate laws which are set out in ORS 279.800 through 297C.870 (which altogether will be referred to as "prevailing wage laws"). Contractor shall comply with all prevailing wage laws.

.2 Contractor shall pay all of Contractor's employees who are entitled to receive payment of prevailing wages, the prevailing wage at the rates for City 3 as defined in ORS 279C.800 (2) as determined by the Oregon Commissioner of the Bureau Labor and Industry.

.3 Contractor shall have provisions in its contracts with its subcontractors requiring all subcontractors to pay prevailing wages to the subcontractors' employees who are entitled to receive prevailing wages at the rates for City 3 as defined in ORS 279C.800(2) as determined by the Oregon Commissioner of the Bureau Labor and Industry.

.4 Attached as Exhibit 1 to this Addendum are the BOLI published list of Region Three (Marion, Polk and Yamhill Counties) and the Oregon Determination for 2009-2010. Provided, it is the responsibility of Contractor (and each Bidder) to independently verify with BOLI the applicable prevailing wages for this project. City will in no way be liable should Contractor or any of Contractor's sub-contractors fail to pay appropriate prevailing wages.

.2 Required Contractual Provisions Regarding Prevailing Rates of Wage, Fees, for the Administration of Prevailing Wage Laws and Public Works Bond:

.1 Pursuant to ORS 279C.830(1)(a) the existing prevailing rate of wage that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract (the Project) either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contact are set out in Exhibit 1 to this addendum which is the publication from the Oregon Commissioner of the Bureau Labor and Industry which sets forth the applicable prevailing wages for this Project.

.2 Pursuant to ORS 279C.830(2) a fee is required to be paid to the Commissioner of the Bureau of Labor Industries as provided for ORS 279C.825 (1) and such fee shall be paid to the Commissioner of the Bureau of Labor Industries under the administrative rules of the Commissioner. Contractor will pay any such fees as required by ORS 279C.825 and applicable administrative rules.

.3 Pursuant to ORS 279C.830 (3) Contractor and every subcontractor must have a public works bond filed with the Oregon Construction Contractors Board before starting on the Project under this public improvement contract unless exempt under ORS 279C.836(7) or (8). Contractor is required:

(1) To have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (7) or (8).

(2) To include in every subcontract with Contractor's subcontractors a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless the subcontractor is exempt under ORS 279C.836 (7) or (8).

.4 Pursuant to ORS 279C.836 (2) Contractor shall verify that all subcontractors have filed a public works bond as required under ORS 279C.836 or whether a subcontractor has elected not to file a public works bond under ORS 279.836 (7).

.5 Pursuant to ORS 279C.855 (3) Contractor shall comply with ORS 279C.840. Contractor shall require all subcontractors to comply with ORS 279C.840.

.3 Certified statements regarding payment of prevailing rates of wage.

.1 Pursuant to ORS 279C.845: The Contractor or the Contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying:

(1) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and

(2) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

.2 The certified statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge.

.3 The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

.4 The contractor or subcontractor shall deliver or mail each certified statement required by subsection (1) of this section to the public agency. Certified statements for each week during which the contractor or subcontractor employs a worker upon the public works shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

.5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.

.6 Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505.

.7 Notwithstanding ORS 279C.555 or 279C.570 (7), if a Contractor is required to file certified statements under this section, the public agency shall retain 25 percent of any amount earned by the Contractor on the public works until the Contractor has filed with the public agency certified statements as required by this section. The public agency shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. The public agency is not required to verify the truth of the contents of certified statements filed by the Contractor under this section.

.8 Notwithstanding ORS 279C.555, the Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by this section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the public agency nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under this section.

IN WITNESS WHEREOF the parties have executed this addendum which is part of the contract between the parties.

City of Amity

By _____
(Signature)

Name _____
(Type or Print)

Title_____

Address for giving notices: PO Box 159, 109 E Maddox Ave., Amity, OR 97101.

CONTRACTOR:

By_____
(Signature)

Name_____
(Type or Print)

Title_____

Address_____

_____

_____
(Federal Employer Identification Number)

_____
Oregon Construction Contractors Board License Number and License Expiration Date
Telephone Number (___)_____

(SEAL)

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By_____
(Signature)

Name_____

Title_____
(Type or Print)

Address for giving notices _____

_____
ACKNOWLEDGMENT

By a Corporation:

State of (_____)
County of ( )

On this _____ day of _____ 2015, before me, a Notary Public in and for the County of _____, State of _____, personally appeared _____ _____, known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL) _____

_____
Notary Public in and for the County of

State of _____

PERFORMANCE BOND
BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: that _____
(Name of Contractor)

_____
(Address of Contractor)

Hereinafter called **Principal**, and_____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called **Surety**, are held and firmly bound unto_____City of Amity, Oregon_____
(Name of Owner)

P.O. Box 159, 109 E Maddox Street, Amity, Oregon, 97101
(Address of Owner)

Hereinafter called **OWNER** in the total aggregate penal sum of dollars and cents ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the **PRINCIPAL** entered into a certain contract with the **OWNER**, dated this ____day of _____, 2015, a copy of which is hereto attached and made part hereof for the construction of:
_____SOUTH TRADE STREET WATER QUALITY FACILITY_____

NOW, THEREFORE, if the **PRINCIPAL** shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice to the **SURETY** and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said **SURETY**, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to **WORK** to be performed thereunder, or the **SPECIFICATIONS** accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that it is expressly agreed that the **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more that twenty-five percent (25%), so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the **CONTACT** as so amended. The term "Amendment," wherever used on 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.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **PRINCIPAL** shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (___) counterparts, each
(Number)
one of which shall be deemed an original, this the _____day of _____, 2015.

Principal: _____

By: _____ By: _____
(Witness to Principal)

_____ _____
(Address) (Address)
_____ _____

Surety:_____

By:_____ By: _____
(Witness to Surety) (Attorney-in-Fact)

_____ _____
(Address) (Address)
_____ _____

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

PAYMENT BOND
BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: that _____
(Name of Contractor)

_____
(Address of Contractor)

Hereinafter called **Principal**, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called **Surety**, are held and firmly bound unto_____

City of Amity
(Name of Owner)
P.O. Box 159, 109 E Maddox Street, Amity, Oregon 97101
(Address of Owner)

hereinafter called **OWNER** in the total aggregate penal sum of dollars and cents ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the **PRINCIPAL** entered into a certain contract with the **OWNER**, dated this _____day of _____, 2015, a copy of which is hereto attached and made part hereof for the construction of:

SOUTH TRADE STREET WATER QUALITY FACILITY

NOW, THEREFORE, if the **PRINCIPAL** shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for this contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that by a **SUBCONTRACTOR**, and to any mechanic or material man lien-holder whether it acquires its lien by operation of state or federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the **SUBCONTRACTORS**, and persons, firms, and corporations having a direct contract with the **PRINCIPAL** or its **SUBCONTRACTORS**.

PROVIDED, FURTHER, that the said **SURETY**, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to **WORK** to be performed thereunder, or the **SPECIFICATIONS** accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: a) unless claimant, other than one having a direct contract with the **PRINCIPAL**, shall have given written notice to any two (2) of the following: The **PRINCIPAL**, the **OWNER**, or the **SURETY** above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **PRINCIPAL**, **OWNER**, or **SURETY**, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; b) after the expiration of one (1) year following the date of which **PRINCIPAL** ceased work on said **CONTRACT**, is being understood, however, that if any limitation embodied in the **BOND** is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more that twenty-five percent (25%), 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.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **PRINCIPAL** shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(___) counterparts,
(Number)
each one of which shall be deemed an original, this the ____day of _____, 2015.

Principal: _____

By: _____ By: _____
(Witness to Principal)

_____ _____
(Address) (Address)
_____ _____

Surety: _____

By:_____ By: _____
(Witness to Surety) (Attorney-in-Fact)

_____ _____
(Address) (Address)
_____ _____

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

PREVAILING WAGES

SPECIAL CONDITIONS

The Contractor's attention is directed to PART 100 – GENERAL CONDITIONS, which are the General Specifications for this Project, containing other directions pertinent to the project.

The bidder shall incorporate all applicable provisions of the *2015 Oregon Standard Specifications for Construction as amended,* and the Special Conditions Technical Specifications contained herein, into his bid proposal. All work performed, materials used in the project, and the legal relations between the parties and the Contractor's requirements shall be as set forth in said Standard Specifications, except as specially and specifically modified or deleted by these Special Conditions.

Section 110.20 Definitions. Modify/add the following:

AGENCY - The City of Amity, Oregon and/or its representatives.
CITY - The City of Amity, Oregon and/or its representatives.
ENGINEER – Amity City Engineer
SPECIAL CONDITIONS - The terms Special Conditions and Special Provisions are considered to be the same.

Section 120.30 Delete this section and substitute the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities.

The Agency will provide Addenda only by publishing them on the Agency's web site. See the City of Amity web site page included with the Invetation to Bid for the web site address where the Addenda are available.

Addenda may be downloaded from the web site. Bidders shall be responsible for checking the Agency web site for Addenda. Bidders should check the web site weekly until the week of Bid Closing and daily the week of Bid Closing.

Bidders, not the Agency, shall be responsible for failure of Bidders check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published on the web site before Bid Closing.

Section 120.40(f) Delete this section and substitute the following:

Bidders shall complete and submit the First-Tier Subcontractor Disclosure Statement form bound in the bid documents per the directions and instructions on the form, within two working hours after the time Bids are due to be submitted.

Bidders are responsible for investigating the status and capacity of their Subcontractors to work on Agency contracts. Bidders shall not use Subcontractors who have been debarred from participating in Agency contracts or declared or determined by the Commissioner of the Bureau of Labor and Industries or the Construction Contractors Board to be ineligible or not qualified to hold or participate in a public contract. A Bid that is accompanied by a First-Tier Disclosure Statement that includes the name of an entity that has been debarred or declared ineligible or unqualified to work on an Agency contract may be rejected as non-responsive.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

Section 130.30 Add the following:

The complete contract includes these parts: the contract form, bidder's completed form, contract plans, contract provisions standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and other various documents attached hereto. These parts complement each other in describing a complete work. Any requirement in one part binds as if stated in all parts.

In the case of discrepancy of conflict in the plans, standard specifications, supplemental standard specifications, and/or special provisions, they shall be resolved in the following order:

1. Written Addenda
2. Agreement for Construction
3. Permits from Outside Agencies
4. Proposal Form
5. Special Conditions
6. Bid Schedule
7. Information to Bidders
8. Plans Specific to the Project
9. Standard Plans and Details
10. Supplemental Technical Specifications
11. Supplemental Standard Specifications
12. *2015 Oregon Standard Specifications for Construction as amended*.

Change orders, supplemental agreements, and approved written revisions to Plans and Specifications will take precedence over the documents listed above.

On the plans, working drawings, and standard plans, written dimensions shall take precedence over scaled dimensions.

Section 150.27 Responsibilities of the Contractor. Add the following subsection:

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The contractor shall provide at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the contractor and the contractor's subcontractors which pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part or all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the contractor for keeping strict accounting of costs, then the contractor agrees to waive any claim for extra compensation.

The Contractor shall identify, prior to the pre-construction meeting, the individual that will be his Project Superintendent. The Owner or Engineer reserves the right to reject the Contractor's representative based upon experience, qualifications, and past project performance. Once approved by the Owner or Engineer, this individual cannot be removed from the project without the Owner's or Engineer's approval. At any time during the performance of the contract, the Owner or Engineer may have the Superintendent removed for any reason. Any change in the Project Superintendent by the Contractor during the project shall be approved in writing by the Owner or Engineer.

The Project Superintendent shall be on-site during all working hours, and readily contactable during off-hours for emergencies relating to this project, at the discretion of the City.

The Project Superintendent shall be responsible to check the lines and grades, and keep the Owner and Construction Observer informed as to the progress of the work and the manner in which it is being conducted; also to insure that there is not any deviation from the plans or specifications. Failure of the Owner, Observer or Engineer to call attention of the Contractor to faulty work or deviations upon the plans or specifications shall not constitute acceptance of said workmanship.

The Contractor will be solely responsible for any trespass upon private property or injury thereto resulting from or in connection with his operations. He will be liable for any claims made because of his trespass or his deposit of debris of any kind on private property.

Section 150.32 Notifications Relative to Contractor's Activities. Add the following subsection:

The Contractor shall obtain prior approval from the engineer for the closing or partial closing of any road, street, alley or other public thoroughfare. The contractor shall give two work day's advance notice of such closure to all affected agencies and individuals including, but not limited to, the sheriff, police, fire, ambulance, public or private transportation services, public or private school systems, solid waste services, postal and parcel delivery services, and affected businesses and residents.

The Contractor shall notify all agencies affected by the operations so as to coordinate the work with other agencies.

Notification shall include, but not be limited to, the time of commencement and completion of the work, the names of streets or location of alleys to be closed, the schedule of operations, and routes of detours where possible. The engineer shall have the right of review of such notices.

The Contractor shall be responsible for re-notifying the affected agencies when the schedule of work is changed. Damages or claims resulting from improper or insufficient notification to the affected agencies/utilities shall be the responsibility of the contractor.

Except as noted herein, the Contractor shall procure construction permits, bonds, and licenses as required by all approving agencies. Contractor to conform to all permit requirements, including providing a minimum of forty-eight (48) hours notice to the City of Amity Public Works prior to start of construction. The Contractor shall procure all permits, licenses and bonds, and pay all charges and fees, and serve all necessary notices incidental to the due and lawful prosecution of the work. The cost shall be considered incidental to all other bid items and so separate compensation shall be allowed.

Contractor to coordinate connections with the City to minimize any impacts to normal operations.

Section 150.50 (a) General. At the end of the first paragraph, add the following:

The Contractor is responsible for verifying the location and elevation of all existing utilities. The Contractor shall pothole all utilities prior to beginning construction of improvements, and/or ordering materials. If a conflict in grade or elevation is discovered, the Contractor shall notify the City and the Engineer immediately to allow for redesign or relocation as is necessary. **Pot holing is considered an incidental item for which no additional payment will be provided.**

Section 150.50 (b) Agency Responsibilities. Replace this subsection with the following:

Before notice to proceed the agency will notify all affected utility. The contractor is responsible to make arrangements for planned adjustment of utilities.

Section 150.50 (c) Contractor's Responsibilities. At the end of the Article, add the following:

The Contractor is responsible to verify the location of all existing utilities prior to construction. All excavators performing work on this project must comply with all provisions of O.R.S. 757.541 to 757.571, including notification of all owners of underground facilities at least 48 business hours, but not more than 10 business days before commencing an excavation. Oregon Law required you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 925-001-0090. You may obtain copies of the rules by calling the Oregon Utility Notification Center. (Note: The administration telephone number for the Oregon Utility Notification is (800) 332-2344.

In the event of damage to water, gas, telephone or any other underground utility system, the Contractor shall immediately notify the affected utility of the damage and coordinate the repair work. The Contractor shall make available to the utility company any manpower or equipment that will facilitate the repair and the continuation of the scheduled work. All cost of repairs shall be the responsibility of the Contractor.

The Contractor shall immediately repair any damages or breaks to unmarked existing: water mains, water services, sewer service pipes, sanitary sewer mains, or storm drainage pipes by connection a section of pipe with couplings across the break. Permanent repair of the damaged lines shall be with approved materials and inspected by the City prior to backfilling.

The Contractor shall cooperate with the Owner's Representative for coordination and expeditious execution of his work in relation to the total project work required.

Owner's Representative: Larry Layton, City Administrator (503) 835-3711

The Contractor shall coordinate all work with the utility companies for marking, removal, and/or relocation of utilities. Unless prior approval is obtained from the City, the Contractor is expected to maintain access to all adjoining properties at all times. When access must be temporarily interrupted, the Contractor will be responsible for providing a minimum of 72 hours notice to affected landowner and residents.

Section 00150.58 Cooperation with the Public, Other Agencies . Add this subsection

(a) **General** – The contractor shall make a reasonable effort to accommodate affected businesses, residents, motorists and public and private entities serving the general populace, including but not

limited to public and/or private transportation services, public and/or private school systems, solid waste services and postal, parcel and newspaper delivery services.

Project sites closed to through traffic shall be reasonably accessible to affected residents and businesses during construction. Access to affected residences and businesses shall be unrestricted during off-construction hours, unless other arrangements have been approved.

(b) **Notification** – Prior to closing or limiting access to any public thoroughfare or pedestrian access, the contractor shall provide a minimum of ten (10) working days notification to all affected businesses, residents and public service agencies, including but not limited to local and county law enforcement, fire and ambulance services, public and/or private transportation service, public and/or private school systems, solid waste services and postal, parcel and newspaper delivery services.

The Contractor shall provide a copy of any notification to the Engineer for review and comment before such notices are distributed. Notices shall contain a minimum of the following information:

a. Date and time of commencement and completion of the work;
b. Names of affected streets, alleys, intersections or other areas of work;
c. Type of work that is being done;
d. Routes of detours where possible; and
e. Agency contact phone number

The contractor shall be responsible for re-notifying affected businesses, residents and public service agencies if the schedule of work is changed. Damages or claims resulting from improper or insufficient notification shall be the sole responsibility of the contractor. See 220.02 for further information.

Section 150.75 Protection of Property. Add the following subsection:

The Contractor shall protect all public and private property that may be endangered by operations and take every precaution to avoid damage to such property.

The Contractor shall restore any public or private improvement, facility, or structure located within the right of way that is damaged in the execution of the work. The contractor shall restore such facilities to as good or better condition than that existing before the damage occurred, or make a suitable settlement with the owner of the damaged property.

The Contractor shall give at least 10 work days' notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, other possessions, and salvage or relocate plants, trees, fences, sprinkler systems, or other improvements designated for removal or that might be destroyed or damaged by work operations. Mailboxes removed during the course of construction shall be relocated as specified or directed by the engineer and in accordance with the Postal Service requirements. Signs which must be removed in the course of construction shall be relocated or stored as directed by the engineer. Signs damaged or lost as a result of carelessness on the part of the contractor shall be replaced by the contractor at no expense to the owner.

The costs to the Contractor for protecting repairing, removing, replacing or restoring existing improvements unless specifically provided for in the bid schedule, shall be incidental to other bid items.

The contractor shall restore at his/her expense any public or private survey monuments damaged in the execution of the work.

Until acceptance of the project, at all times protect from damage and preserve all materials, supplies, equipment and any description, and all work already performed, from the nature of the work the action of the elements, and damage by any person or persons, or from any other cause whatsoever.

Haul routes utilized by the Contractor to and from the job site are subject to the Owner's continuing approval. Haul routes shall be protected from damage and shall be maintained daily or more as required by the Owner.

If the contractor fails to clean, maintain, and protect the haul routes to the satisfaction of the Owner or Engineer, the Owner may elect to repair or have cleaned unsatisfactory conditions. The cost to complete this work will be deducted from the payments due or to become due to the Contractor.

Section 150.98 Cleanup. Add this subsection:

As the work progresses and immediately after completion of the work, the contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. If the contractor fails to commence the cleanup within 24 hours after directed by the engineer, the engineer may have the work performed by others. The cost shall be borne by the contractor and may be deducted from payments due or to become due to the contractor.

After the work is completed and before final acceptance of the work, all areas affected by the work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

Clean up shall be done nightly before the Contractor leaves the job site such that hazards to pedestrians and vehicles are minimized. Partial clean-up shall be done by the Contractor when he feels it is necessary, or when in the opinion of the Owner or Engineer, partial clean-up should be done prior to major clean-up and final inspection.

Section 150.99 Waste Sites. Add the following subsection:

All debris resulting from construction operations, i.e. packaging, waste materials, damaged equipment, etc., shall be trucked from the site by the Contractor and disposed of at an approved off-site location which is provided by the Contractor. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed from public and/or private right-of-ways.

All debris shall be disposed of in accordance with Federal, State and City rules and regulations. The Contractor shall operate the waste site in such a manner as to meet all safety and health requirements of State and local agencies. Sites, operations, or the result of such operations, which create a nuisance problem, or which result in damage to public or private properties will not be permitted. The Contractor shall not deposit materials on an unimproved dedicated street area without the prior written permission of the Owner.

All excavated materials will be disposed of off- site as provided by the contractor. All costs for disposing of this excess material and maintaining the disposal site shall be incidental to other items of work contained in the Proposal.

Section 170.02 Permits, Licenses and Taxes. Add the following:

- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

Section 170.03 Furnishing Right-of-way and Permits.. Delete all bullets except the first four from this subsection.

Section 170.72 Indemnification. Add the following:

"The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

Section 170.75 Labor Regulations. Add this subsection:

Any person employed on the project, by the contractor or a subcontractor, who in the opinion of the engineer, does not perform in a proper and skillful manner or whose conduct interferes with the progress of the work shall, at the written request of the engineer, be removed from the project. That employee shall not be again employed on the project without the approval of the engineer.

The Contractor and his men shall at all times be civil and courteous around private citizens and property owners. If ever directed to leave private property by the property owner and/or his representative, the Contractor and his personnel shall do so immediately. If any property owner or his representative makes demands, the Contractor is to remain courteous and report the matter to the Owner. No foul language, obscene gestures, or rudeness directed to private citizens will be tolerated. Radios and personal stereos will not be permitted. If, in the Owner's or Engineer's opinion, the Contractor or any of his men fail to conduct themselves as stipulated or follow the direction of the Owner or Engineer, the Owner or Engineer shall bar the offending individual from the project. His order shall be final.

Section 180.31 Required Materials, Equipment, and Methods
00180.31(a) General – Add the following:

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications. Consideration of possible substitute items is at the sole discretion of the City of Amity. Whenever it is indicated in the bid proposal that a substitute or item of material or equipment may be furnished or used by contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the bid date. The procedure for submittal of any such application by contractor and consideration by the engineer is set forth in the following.

Contractor shall submit sufficient information as provided below to allow engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the engineer will include the following and as engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by engineer from anyone other than contractor. If contractor wishes to furnish or use a substitute item of material or equipment, contractor shall first make written application to engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents (or in the provisions of any other direct contract with owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. Engineer may require contractor to furnish additional data about the proposed substitute. Acceptance of substitute items is the sole discretion of the engineer and all data to be provided by contractor in support of any proposed substitute item will be at contractor's expense.

Section 180.40 Limitation of Operation. Add the following Project (c) restrictions:

Unless otherwise approved by the City, no construction operations shall be performed within 1,000 feet of any occupied dwelling on legal holidays. No construction, materials delivery, layout activity, equipment maintenance, or startup or movement of machinery shall occur on any day of the week between 6:00 p.m. and 7:00 a.m.

Toilet accommodations shall be provided and maintained for the use of the employees on the job site. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders and shall take precautions against infectious diseases. The Contractor shall maintain at all times, satisfactory sanitary conditions around all tool and supply houses and on all other parts of the work in accordance with OSHA requirements.

Section 180.41 Project Work Schedules. Contractor to provide a "Type A" schedule for review and approval that clearly indicates the dates that each lagoon will need to be out of operation.

00180.50(h) Contract Time. Complete all Work to be done under the Contract, including all plantings, not later than March 31, 2016. The Plant Establishment period will begin April 1, 2016 and shall remain in effect for one year.

00180.85(b) Liquidated Damages. Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $__400___ per Calendar Day *.

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

Section 195.90 (d) No waiver of rights. Add the following subsection:

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach in this Contract be held to be a waiver of any other subsequent breach.

Section 199.60 Arbitration by Mutual Agreement. Add this subsection:

All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by section 109, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing."

APPLICABLE SPECIAL PROVISIONS

APPLICABLE SPECIAL PROVISIONS

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

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

SP210 (03-31-08)

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Section 225.80 Measurement. No measurement of quantities will be made for Work Zone Traffic Control.

Section 225.90 Payment. Quantities of work performed under this Section will be included in the Contract unit price for "Water Quality Swale".

00225.90(a-2) Temporary Protection and Direction of Traffic - Add the following bullet to the end of the bullet list:

- Preparing and signing the daily "Traffic Control Inspection Report".

SP240 (03-31-08)

SECTION 00240 - TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications.

SP245 (08-08-13)

SECTION 00245 - TEMPORARY WATER BYPASS FACILITY

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00245.00 Scope - This work consists of furnishing, installing, operating, maintaining, and removing a temporary water bypass facility.

00245.02 Definitions:

Temporary Water Bypass Facility - A facility that conveys water around work areas and discharges water at locations outside work areas.

00245.03 Temporary Water Bypass Facility Plan - The Temporary Water Bypass Facility Plan is a concept plan. 14 Calendar Days before beginning work in regulated work areas, submit stamped working drawings of a Contractor-developed Plan, according to 00150.35.

Include at least the following information:

- The sequence and schedule for installing and removing.

- How the work area will be isolated from the flow.
- How the flow will be routed and conveyed around or through the work area.
- Discuss all construction stages.
- A list of on-site backup materials and equipment

Obtain the Engineer's written approval before beginning work in in-water work areas.

Materials

00245.10 Materials – If included, furnish materials meeting the following requirements:

Pipe 00445.11
Plastic Sheeting ..... 00280.14(a)
Riprap 00390.11
Sandbags ..... 00280.15(a)

If included, furnish pumps that are:

- Self priming.
- Equipped with a variable speed governor.
- Equipped with a power source.
- Able to pump water that contains soft and hard solid.

Construction

00245.40 Installation – Install the temporary water bypass facility to prevent existing flows from entering the construction area. The outlet pipe shall drain to a riprap pad prior to entering the waterway.

00245.41 Removal - Remove the temporary water bypass facility when the swale vegetation has been established such that the flows will not cause damage. Restore any areas disturbed during removal.

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water bypass facilities.

The estimated quantities of materials required for the temporary water bypass facility are:

Temporary Water Bypass Facility:

Pipe ..... 100 FEET
Riprap ..... 2 CU YD

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be paid for at the Contract lump sum amount for the item "Temporary Water Bypass Facility".

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

No separate or additional payment will be made for designing, maintaining, operating, moving, and removing the facility.

SP280 (04-11-13)

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SP320 (08-18-11)

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.90 Payment - Add the following after the first paragraph of this subsection:

No separate or additional payment will be made for plastic mesh fencing.

All costs for Clearing and Grubbing will be included in the Contract unit price for “Water Quality Swale”.

SP330 (02-07-13)

SECTION 00330 - EARTHWORK

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

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

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

> Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and beyond the limits of the Project and Agency

controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.71 Daily Progress Reports - Delete this subsection.

SP350 (08-18-11)

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.10 Materials - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

Geotextile	Certification Level B
Drainage, Type 1.....	X

SP390 (01-09-14)

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.11(b) Test Requirements - Under the "Material Test" column next to "Degradation" replace (ODOT TM 208A) with (ODOT TM 208). Under the "Requirement" column next to "Sediment Height" replace 8" with 8.0".

00390.43 Riprap Backing - Add the following sentence to the end of the paragraph:

Use either riprap geotextile or a filter blanket under the riprap.

00390.44(b) Loose Riprap - Replace the bullet that begins "According to 00350.43…" with the following bullet:

- According to 00350.41(d), if riprap is placed on geotextile.

SP430 (08-19-10)

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications.

SP470 (03-10-11)

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SP1012 (03-22-12)

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish material meeting the following requirements:

Drainage Geotextile, Type 1, Certification Level B 02320
Granular Drain Backfill Material 00430.11
Manholes, Catch Basins, and Inlets 00470.11
Riprap 00390.11
Storm Sewer Pipe 00445.11
Subsurface Drain Pipe 00430.10

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01012.13 Plastic Board - Furnish plastic board meeting the following requirements:

- Is HDPE or LDPE consisting of 75 percent overall recycled content, of which 50 percent is consumer material.
- Does not contain paper, foil, or wood.
- Smooth and free of splinters.
- Includes an ultra-violet inhibitor.
- Is consistent in color from piece to piece.
- Contains no more than 3 percent air voids.

01012.14 Stone Embankment Material - Furnish stone embankment material meeting the requirements of 00330.16 except:

- Provide a maximum size between 9 inches and 3 inches.
- No large rock fragments are allowed.

Construction

01012.40 General - Construct water quality facility as shown. Perform swale excavation and fine grading work only when the biofiltration swale area is dry and only from the top of the swale area. Do not stockpile excavated material in the biofiltration swale area.

(a) Scarify - Scarify the subsoil area a minimum 12 inches deep.

(b) Laying Pipe - Lay the pipe according to Section 00445. Place pipe with perforations down.

(c) Joining Pipe - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.

(d) Inspection and Repair - Place the water quality mix only after all the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.

(e) Placement of Water Quality Mixture - Place the water quality mixture in maximum 12 inch lifts. Compact each lift with a water filled landscape roller.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for work performed under this Section. The estimated quantities of materials are:

Water Quality Swale Quantities:

Item	Quantity
Clearing and Grubbing	8,100 Sq. Ft.
Excavation	600 Cu. Yd.
Drainage Geotextile, Type 1	400 Sq. Yd.
Remove and Reset Existing Loose Riprap, Class 50	20 Cu. Yd.
Granular Drain Backfill	100 Cu. Yd.
Water Quality Mixture	40 Cu. Yd.
Concrete Storm Sewer Manhole 48 Inch	1 Each
24 Inch Storm Sewer Pipe	10 Foot
4 Inch Subsurface Drain Pipe	150 Foot
Plastic Board Flow Spreader	60 Foot
Water Quality Seeding	8,100 Sq. Ft.

Field markers will be measured according to 00842.80.

All costs for Traffic Control or Erosion Control if required shall be included in this item.

Payment

01012.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale".

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

SP1030 (10-20-11)

SECTION 01030 - SEEDING

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

Add the following subsection:

01030.15(d) Compost - Commercially manufactured fine and medium compost material meeting the requirements of Section 03020.

01030.48(b-1) Seed and Fertilizer - Replace the paragraph that begins "Apply seed and…" with the following paragraph:

Apply seed and fertilizer at the specified rates. When fertilizer and seed are to be applied in dry condition, except when compost material is used, apply them separately. When applied from separate compartments, the application may be done in one operation by one of the following methods:

01030.48(b-2) Dry Mulch - Replace this subsection, except for the subsection number and title, with the following:

a. Straw Mulch - Evenly apply straw mulch within 24 hours after seeding and fertilizing. In areas not accessible to heavy equipment or hose, apply straw mulch by hand or other approved method.

Place straw mulch approximately 2 inches deep, in loose condition, which requires approximately 2 1/2 tons per acre of dry mulch, depending on moisture content. Do not use straw mulch on slopes of 1V:1.5H or steeper.

b. Compost Material Mulch - Evenly apply compost material mulch with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil. Apply compost at a uniform depth of 2 inches. Apply at least 3 feet over the top of the slope or overlap the material into existing vegetation.

When seed is required, apply it by one of the following methods:

1. **Two-step Pneumatic Application:**

   - **Step 1** - Apply compost to a uniform depth of 2 inches with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil.

   - **Step 2** - Uniformly mix seed with additional compost material and apply the combined seed and compost material over the first layer to a depth of 1/4 inch with a pneumatic blower or other similar methods.

2. **Two-step Pneumatic and Hydroseeding Application:**

   - **Step 1** - Apply compost to a uniform depth of 2 inches with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil.

   - **Step 2** - Hydroseed over the first layer according to 001030.48(a) except do not use fertilizer unless shown.

01030.71 Waste Disposal - Replace this subsection with the following subsection:

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

SP1040 (09-22-11)

SECTION 01040 - PLANTING

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

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

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

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

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

01040.48(a) Method "A" (Cultivated Planting Areas, Non-lawn) - In the paragraph that begins "Cultivate plant beds…", replace "2 inches" with "12 inches in the first sentence and replace "52 inches" with "2 inches" in the second sentence.

01040.49 General Planting - Replace the bullet that begins "Do not plant in standing…" with the following bullet:

- Do not plant in standing water unless approved by the Agency. If standing water is present within a plant pit, notify the Agency prior to planting to determine what corrective measures are required.

Add the following to the end of this subsection:

The following watering frequencies are required:

- All shrubs, water at a frequency recommended by the supplier.

01040.90(f) Mulch - Add the following pay item to the pay item list:

Compost Mulch ..... Cubic Yard

SP2320 (06-07-12)

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a-1) Geotextiles - Replace the bullet that begins "Meet or exceed…" with the following bullet:

- Meet or exceed the properties specified in 02320.20.

02320.10(c-2) Level B - Manufacturer's Quality Compliance Certificate - In the paragraph that begins "If the brochure…" replace the words "in Table 02320-1" with the words "in 02320.20".

02320.20 Geotextile Property Values - Replace Table 02320-1 with the following tables:

Table 02320-1 Geotextile Property Values for Drainage Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec^{-1}	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50

* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.

Table 02320-2 Geotextile Property Values for Riprap Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec^{-1}	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

Table 02320-3 Geotextile Property Values for Sediment Fence

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation * ≥ 50%	Elongation * ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec^{-1}	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70
* Measured according to ASTM D 4632.					

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation)

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec^{-1}	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

Table 02320-5 Geotextile Property Values for Embankment Geotextile

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec^{-1}	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300

SP3020 (01-10-13)

SECTION 03020 - EROSION MATERIALS

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

Description

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

Materials

03020.10 Commercially Manufactured Compost - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and it's Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:

- Source-separated yard and garden wastes
- Wood wastes
- Agricultural crop residues
- Wax-coated cardboard
- Preconsumer vegetative food wastes

- Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
- Manure or biosolids based composts when approved.
  - Meets the following compost particle size and media parameters:

Compost Particle Size

	Compost Type		
Sieve Size	**Fine***	**Medium***	**Coarse****
	Percent Passing (By Dry Weight)		
3"	100	100	100
1"	100	95-100	90-100
3/4"	100	95-100	70-100
5/8"	100	90-100	70-100
1/2"	100	90-100	70-100
1/4"	100	50-60	30-50
* maximum 3 inch particle length ** maximum 6 inch particle length			

Media Parameters

Test	Test Method	Requirements	
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%	
Organic Matter	TMECC** 05.07-A	35% (Minimum)	
pH	TMECC** 04.11-A	6.0 to 8.5	
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)	
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio	
		Fine	Medium & Coarse
		<25:1	<30:1
Stability	TMECC** 05.08-B	5 to 7	
Maturity	TMECC** 05.05-A	80% or Greater	
Moisture Content	TMECC** 03.09-A	35-60% (Wet Weight)	
* Man-made Inert ** Test Methods for Evaluation of Compost and Composting			

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

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

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CONSTRUCTION DRAWINGS

GENERAL CONDITIONS